AGREEMENT

Between

BORDENTOWN REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION

and

BORDENTOWN REGIONAL EDUCATION ASSOCIATION

Covering

CERTIFICATED PERSONNEL

and

SECRETARIES AND AIDES

July 1, 1989 - June 30, 1992

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PREAMBLE

This Agreement, entered into this 29th day of August, 1989, by and between the Board of Education of the Bordentown Regional School District of New Jersey, hereinafter called the "Board," and the Bordentown Regional Education Association, hereinafter called the "Association," 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.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for certificated non-supervisory personnel employed by the Board under contract or on leave, including:

Classroom Teachers
Special Area Teachers including music, art, physical education, home economics
Librarians
Nurses
Compensatory Education and Title I Teachers
Teachers of Special Education
Speech Therapists
Child Study Team Members
Guidance Counselors
Athletic Trainer

and excluding all supervisory personnel, the Board Secretary/Business Administrator, and all hourly rate employees.

The Board also recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following employees whether under contract or on leave:

Secretaries
Clerks
Instructional Aides

but excluding the Administrative Assistant to the Superintendent, the Computer Liaison, and the Secretary to the Board Secretary/Business Administrator.

B. Unless otherwise indicated, the term "unit member," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined. The particular terms and conditions of employment of the Athletic Trainer are described in the job description for that position adopted by the Board on May 17, 1988, and are not modified by this agreement except as specifically stated herein.

ARTICLE II

NEGOTIATIONS PROCEDURES

A. The parties agree to enter into collective negotiations over a successor Agreement, in accordance with Chapter 303, Public Laws of 1968, and as amended by Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of unit member employment. The parties shall exchange proposals during the month of November in the year preceding the year in which the contract expires. The parties shall hold their first negotiations session during the month of December of the year preceding the year in which the contract expires.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations. The Board and the Association retain the right to review, ratify or reject the tentative agreements reached by their negotiations representatives.

D. 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. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of a unit member or group of unit members and/or the interpretation, meaning or application of any of the provisions of this Agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party-in-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.

B. Purpose

1. The purpose of this procedure is to resolve grievances, at the lowest possible level, which may, from time to time, arise concerning the terms and conditions of employment of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

3. The Association shall have an opportunity to file a grievance even when the aggrieved individual is unwilling to do so on his/her own.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be a maximum, and every effort should be made to expedite the process. Failure by a grievant to process the grievance in a timely fashion shall constitute a waiver of the right to grieve on the matter in question. Failure by the Administration or the Board to respond to a grievance in a timely fashion at Level One, Two or Three shall permit the grievant to proceed to the next step in the procedure. The time limits specified may, however, be extended by mutual agreement. A grievance must be initiated in writing at Level One within twenty (20) school days of the point of grievance.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable.

3. Level One

   a. A unit member with a grievance shall first discuss it orally with his/her principal with the objective of resolving the matter informally. The unit member may elect to have an Association representative present.

   b. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One (a), s/he may file the grievance in writing with the principal within twenty (20) school days of the incident giving rise to the grievance, with the objective of resolving the matter by a written decision within five (5) school days after receipt of the written grievance.

4. Level Two

   a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after written presentation of the grievance, s/he may file the grievance, in writing, with the Association within five (5) school days after the decision at Level One or ten (10) school days after the written grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association should refer it to the Superintendent of Schools if it determines that the grievance is meritorious.

   b. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two (a), or if no decision has been rendered within five (5) school days after presentation of the grievance to the Association, s/he may file the grievance, in writing, with the Superintendent.

5. Level Three

   a. If the aggrieved person is not satisfied with the disposition of his/her grievance by the Superintendent, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, s/he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request, in writing, that the Association submit the grievance to the Board.

b. This request shall be submitted through the Superintendent who shall attach all related papers and forward the request to the Board.

c. The Board, or a committee thereof, shall review the grievance, and, if requested, shall hold a hearing with the employee and other interested parties in order to establish all the facts.

d. The Board will render a decision, in writing, to the aggrieved person within thirty (30) calendar days.

6. Level Four

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within thirty (30) calendar days after the grievance was delivered to the Board, the aggrieved person may, within five (5) school days after a decision by the Board or thirty-five (35) calendar days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance within fifteen (15) school days after receipt of the grievance by the aggrieved.

b. Within ten (10) school days after such agreement to submit the grievance to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made, on a rotating basis, to the American Arbitration Association and the Public Employment Relations Commission, by either party. The parties will be bound by the rules and procedures of the agency utilized for that grievance.

c. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties regarding grievances involving alleged violations of the express terms of this Agreement, and shall be advisory to the parties regarding grievances involving Board policy and administrative decisions affecting terms and conditions of employment

d. The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. S/he can neither add nor subtract anything to or from the Agreement between the parties. The only grievances which may be arbitrated are those alleging that there has been a violation of the express, written terms of the locally negotiated Agreement. The arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific clause in the Agreement which is at issue. His/her recommendations on such an interpretation shall be binding on the parties.

D. Rights of Unit Members to Representation

Any unit member in interest may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by a representative selected or approved by the Association.

E. Miscellaneous

1. Decisions rendered at Level One (b), Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties.

2. All documents, records and communications between the grievant/Association and the Administration/Board dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants and shall be made available to the Association representative upon request.

3. 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.

4. The costs for the services of the arbitrator shall be equally shared by both parties to the Agreement, and any additional costs shall be paid solely by the party incurring such costs.

5. Forms for filing grievances, serving notices, taking appeals, 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.

6. If a grievance affects a group or class of unit members, and it cannot be resolved by the appropriate principal, the grievance committee may submit such grievance, in writing, to the Superintendent directly; and the processing of such grievance shall be commenced at Level Two.

ARTICLE IV
MEMBER RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968, as amended by 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 selected body exercising governmental power under color of the 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 unit member in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any unit member with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

An employee who chooses to arbitrate a grievance alleging a violation or misinterpretation of this clause shall be precluded from submitting the same grievance or complaint to any other legal forum. An employee who files a grievance or complaint in any other legal forum regarding the rights delineated in this paragraph shall be precluded from submitting the same grievance to arbitration.

B. No unit member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.

C. No unit member shall be prevented from wearing pins and other identification of membership in the Association or its affiliates if kept within bounds of good taste.

D. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Bordentown Regional School District. The administrator will show the teacher any changes made on the student's official records and indicate, in writing to the teacher, the reason for these changes. This is to be given to the teacher prior to the first day of the succeeding year.

E. Unit members shall not be required to drive students in the unit members' own vehicles.

F. Tenured secretaries and clerks and non-tenured, non-certificated unit members shall be subject to reductions in force in accordance with their seniority within the District, including consecutive years of service in the Bordentown City, Bordentown Township or Bordentown Regional High School Districts, when in the judgment of the administration the performance of the affected employees is equal.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association, in response to mutually agreed upon reasonable requests from time to time, all available public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, names of all unit members, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the unit members.

B. Whenever any unit members are mutually scheduled by both parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, they shall suffer no loss in pay.

C. The Association, representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property. Such transactions shall be scheduled at reasonable times, to be approved by the Superintendent, provided in his judgment this shall not interfere with or interrupt school operations.

D. The Association shall have the right to use school facilities and equipment including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment, with the approval of the Superintendent, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use as determined by the Board.

E. The rights and privileges of the Association and its representatives, as set forth in this Article, shall be granted only to the Association as the exclusive representatives of the unit members, as defined in Article I, and to no other teacher association or union.

F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the general school office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, if feasible, but no approval shall be required for materials to be posted in faculty lounges. His/her approval is required for materials to be posted in the general school office.

G. The Association shall have the option of reasonable use of the intraschool mailboxes.

H. The Board may grant leave without pay to the president of the Association and/or the chairperson of the negotiating team as requested for transaction of Association business during their terms in office.

I. The Association shall have the right to purchase expendable office supplies and other materials from the Board at the price paid by the Board.

J. The Association shall have the right to have a representative present at any orientation program for new personnel covered by this Agreement. The Association representative shall be offered the opportunity to welcome the new personnel.

ARTICLE VI

BOARD RIGHTS AND RESPONSIBILITIES

A. Management Rights

The Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the school district to the full extent authorized by Law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

B. Management Prerogative

The Association agrees and recognizes that the Board reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to hire, assign, promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this Agreement.

ARTICLE VII

BOARD STAFF RELATIONS COMMITTEE

A. The Board Staff Relations Committee, hereinafter referred to as the BSR Committee, shall consist of three (3) representatives appointed by the Board and five (5) representatives appointed by the Association. The Committee shall meet at least once every 60 days during the school year to explore and prepare action programs for recommendation to Board and/or Administration for achieving satisfactory personnel policies and procedures which benefit children and unit members, e.g., teaching techniques, curriculum improvement, extracurricular programs, in-service testing, pupil testing and evaluation, philosophy and educational goals of the district, the academic calendar, teacher recruitment, research and experimentation, educational specifications for buildings, to discuss school problems and practices, and to plan an active role in the revision or development of district policy, and other related matters regarding the effective operation of the Bordentown Regional School District.

B. The BSR Committee shall establish its own rules of procedure and shall be chaired by the Superintendent who shall be responsible for the arrangement and conduct of meetings.

C. Nothing in this Article shall be interpreted to prevent the BSR Committee from consulting or adding to its number such additional teachers, professional advisors, parents, students, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes. Such additions shall be mutually agreed upon by both groups.

D. Nothing in A., B., or C. above shall be interpreted to negate present and/or future Board policy or Board prerogatives.

ARTICLE VIII

WORK HOURS AND WORK LOAD - CERTIFICATED STAFF

A. The in-school work year of certificated staff employed on a ten-month basis shall be 184 days, four of which may be utilized for in-service activities.

B. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities but they shall not be required to "clock in or clock out" by hours and minutes, but merely to indicate their presence by checking off their names on a sheet maintained in the building administrator's offices.

2. On Fridays and on days preceding holidays or vacations, the teacher unit members' day shall end at the close of the pupils' day. On the above days, staff meetings will be held only in emergencies. Teacher unit members understand that they are to remain on Fridays if Parent Conferences or In-Service Programs are scheduled.

C. 1. The parties agree that for the duration of this Agreement unit members shall be entitled to the same amount of duty-free time for class preparation work as they enjoyed during the 1981-82 school year, as defined by the agreements and practices in effect during that year. The amount of duty-free preparation time is to be defined on a building basis, and employees transferred to a different building shall be entitled to the preparation time in existence in that building. This preparation time is in addition to a duty-free lunch period of one-half (½) hour.

However as of September 1984 teachers in the Clara Barton School became entitled to ten (10) additional minutes of preparation time in addition to their regularly scheduled thirty-five (35) minute lunch.

There will be an extra preparation period per day for selected head varsity coaches teaching in the High School during their sport's season, effective July 1, 1990. (See page 48.)

2. During 1989-90, High School teachers shall be assigned a five-period teaching load. Effective with the 1990-91 school year, High School teachers shall be assigned a six-period teaching load. The right to consent, however, is given to those teachers who voluntarily wish to exercise the option of accepting a greater teaching load. In addition, high school staff will be assigned to one non-teaching supervisory period per day. Other unit members may be assigned to non-teaching supervisory duties, except that such assignments must be in accord with the unassigned time and duty-free lunch period provided in C.1. above.

C. 3. Staff meetings called by the administration should take place after the normal workday and will be of no more than one hour's duration unless announced at least seventy-two (72) hours in advance. More than one such meeting per month may be required. If the meeting is to be longer than one hour, the approximate amount of additional time will be specified by the administrator.

D. 1. The normal in-school workday shall consist of not more than seven (7) hours, which shall include a duty-free lunch period as guaranteed under C.1. above. This time does not include necessary time before and after the workday in accordance with paragraph D.2. below.

2. It is recognized that teachers as professional employees spend many hours in addition to the direct contact with students. They accept the responsibility, as well as does the Board, for providing the highest quality educational program practicable for every boy and girl in the school district. This responsibility includes:

a. Careful daily preparation;

b. Attendance at staff meetings;

c. Working individually with students for corrective and/or make-up work after school hours as needed by the students and determined by the teacher;

d. Conferring with parents at mutually convenient times or when scheduled in the program for all teachers;

e. Involvement in committee and coordinating activities as developed by the staff and administration;

f. Participation in PTA, open house, and student performances;

g. Field trips which are part of the curriculum; and

h. Meetings/conferences at other times when mutually agreed upon.

3. The regular work week for unit members shall not exceed five (5) days.

ARTICLE IX

WORK YEAR AND WORK HOURS - NON-CERTIFICATED STAFF

A. The work year for all secretaries shall consist of twelve months, in accordance with the Administrative Calendar as determined by the Board, including two workdays during the winter recess and two workdays during the spring recess. The work year for the High School General Office Secretary shall be 184 days, scheduled by the administration within the academic calendar. The work year for the MacFarland Jr. School General Office Secretary, the Peter Muschal School Library Secretary, and the Clara Barton School General Office Secretary shall be September 1 through June 30 in accordance with the Administrative Calendar.

B. The work year for all aides shall consist of 182 days.

C. 1. The work hours of secretaries shall be seven and one-half (7-1/2) hours per day, including a one-half (1/2) hour duty-free lunch. Overtime pay shall be provided at one and one-half (1-1/2) times the employee's hourly rate of pay (daily pay divided by seven (7) for each hour over 40 per week. Secretaries who work on Memorial Day, Labor Day or July 4th shall receive two (2) hours pay for each hour worked.

2. Secretaries may leave at the same time as the students on the day before Thanksgiving, the day before winter recess and the day before the spring recess.

3. During July and August secretaries will work six and one-quarter (6-¼) hours per day, including a one-half (½) hour duty-free lunch, to be scheduled by the administration.

4. Secretaries shall be entitled to one fifteen (15) minute break per day, to be taken in the morning. Said break is to be scheduled with the appropriate administrator.

D. 1. The work hours of aides shall be six and one-half (6-½) hours per day, including a one-half (½) hour duty-free lunch.

2. Aides may leave at the same time as teachers on Fridays and all days before holidays or vacations.

3. Aides shall be entitled to one fifteen (15) minute break per day, to be scheduled by the teacher-in-charge and the aide.

4. On in-service half-days, aides are free to leave the building once all students are gone and administration has been notified. Aides must remain for duty on days parent conferences are scheduled and during those half days scheduled at the end of the work year. Upon agreement between the aide and the building Principal, days referred to in this provision may be switched or exchanged on a day-for-day basis.

E. 1. Twelve-month secretaries shall be entitled to the following paid vacation days, to be scheduled and approved by the supervisor and the Superintendent.

a. 1-5 years of service.....11 working days
b. 6-8 years of service.....13 working days
c. 9-15 years of service.....16 working days
d. 16-19 years of service.....18 working days
e. 20 years and over.....21 working days

NOTE: Years of service include those consecutive years completed in the Districts of Bordentown Township, Bordentown City and Bordentown Regional High School prior to July 1, 1982.

2. Vacation days are awarded as of July 1 of the year following initial contract. Vacation time earned in the first year will be prorated based on percentage of time worked. (e.g., someone hired in September would receive 75% of vacation days the first year.) Employees may accrue up to two years worth of vacation.

3. Employees who during 1981-82 received more vacation days than they are eligible for under E.1. shall receive the greater number of days until their eligible days under E.1. equals or surpasses their allotment in 1981-82.

F. In cases of delayed opening, secretaries are to report for duty as soon as possible and may leave with the students in the event of early closing. This provision does not apply to closings due to extreme heat. Secretaries will not be responsible to work when school is closed for inclement weather.

ARTICLE X
SALARIES

A. 1. The salaries of all certificated unit members covered by this Agreement are set forth in Schedule "A" which is attached hereto and made part hereof.

2. Each certificated unit member shall be placed on his/her proper step of the salary schedule in each year of this Agreement in accordance with this Article.

3. Unit members shall receive one year's credit on the schedule for each year of service credited to them as of July 1, 1982, and for each year thereafter in which they work more than 120 days. An employee who works 90-120 days shall receive 1/2 step credit. An employee who works less than 90 days shall obtain no advancement on the salary schedule.

4. a. Credit shall be given to certificated staff on the salary schedule upon initial employment, in recognition of military experience or alternative civilian service required by the Selective Service System, but not to exceed four years credit, or

b. In recognition of time spent in the Peace Corps, VISTA, National Teacher Corps or on a Fulbright Scholarship, but not to exceed two years credit.

5. Credit up to the highest step of any salary level on the salary schedule may be given to certificated staff for previous outside work experience in a duly accredited school upon initial employment in accordance with the provisions of the schedule.

B. 1. The salaries of all secretaries and clerks covered by this Agreement are set forth in Schedule C and Schedule D, and the salaries of all aides covered by this Agreement are set forth in Schedule E, all of which are attached hereto and made a part hereof.

2. Each aide, secretary and clerk shall be placed on his/her proper step of the salary schedule in each year of this Agreement in accordance with this Article.

3. a. Aides, secretaries and clerks with 10-month contracts shall receive one year's credit on the schedule for each year of service credited to them as of July 1, 1982, and for each year thereafter in which they work more than 120 days. An employee who works 90-120 days shall receive 1/2-step credit. An employee who works less than 90 days shall obtain no advancement on the salary schedule.

b. Secretaries and clerks with 12-month contracts shall receive one year's credit on the schedule for each year of service credited to them as of July 1, 1982, and for each year thereafter in which they work more than 150 days. An employee who works between 115 days and 150 days shall receive 1/2-step credit. An employee who works less than 115 days shall obtain no advancement on the salary schedule.

C. 1. Unit members shall be paid on alternate Fridays.

2. When a payday falls on or during a school holiday, vacation or weekend, unit members shall receive their paychecks on the last previous working day.

D. Unit members on a 10-month contract shall receive their final paychecks on their last contracted working day in June.

E. Leave shall be granted for jury duty with compensation amounting to the difference between the income for jury duty and the regular salary. Unit members subpoenaed to appear in court shall not receive pay deduction, but shall have the time charged against their personal leave, except that if the court appearance involves testimony by the employee regarding actions taken in his or her official capacity as an employee of the District with regard to a pupil or parent, the time shall not be charged against the employee's personal leave.

F. The Board shall pay the full cost of expenses incurred in connection with any courses which an aide, secretary or clerk is required and/or requested by the Administration to take.

G. Following their initial contract, part-time teachers will receive a full incremental step raise for a full year of employment, and their new contract shall be prorated equivalent to the percentage of time worked.

Part-time employees' salaries shall be prorated according to hours worked per week.

H. 1. Teachers will receive payments for graduate courses that have been completed with grade B or better. (See Schedule A -- Graduate Credit Scale.)

2. Adjustments to the salaries of professional staff members for graduate credit advancement including the Masters step shall be made during the months of October and/or March and prorated to the prior month. Staff members will be required to present transcript evidence of successful completion of graduate work to the Superintendent during the months of September and/or February.

3. Conference for the approval of graduate study can be requested with the Superintendent at any time.

   In general, the following graduate credits shall be approved:

   a. Credits received while matriculated in a graduate program;

   b. Credits received in the field of education;

   c. Credits received which are in the same educational area as the instructor is teaching, e.g., history courses for history teachers.

   d. Credits in administration are hereby excluded from this Agreement.

   e. Special dispensation may be given to those teachers taking undergraduate credits for specialized areas, e.g., modern math courses for teachers of mathematics.

4. At the time of application, new employees shall inform the Superintendent, in writing, of all graduate credits obtained prior to employment and the Superintendent shall make a recommendation to the Board which shall determine which credits may be utilized pursuant to H.3 above.

5. Credits for course work taken prior to July 1, 1982, while employed by the Bordentown Regional High School Board of Education for which tuition reimbursement was granted by the Board will not be counted toward the accrual of credit toward all the increments set out in Schedule A--Graduate Credit Scale, but shall only count toward the Bachelor's + 30, Master's or Master's + 30 increments.

6. Employees shall be credited in the Bordentown Regional School District for all graduate courses for which they were credited in the Bordentown Township, Bordentown City or Bordentown Regional High School Districts prior to July 1, 1982, whether or not they meet the criteria discussed in H.3 above.

I. An additional $300 shall be granted to secretaries, clerks and aides with 15 to 19 years' service in the District, and an additional $300 (for a total of $600) shall be granted to secretaries, clerks and aides with 20 or more years of service to this District, in addition to their regular base salary. This shall include years of service in Bordentown Regional High School District, Bordentown City School District and Bordentown Township School District.

J. Certificated unit members employed by the Board for Summer School, Curriculum Research, or other capacities will be paid at the rate of $20.50 per hour or $410 per week for a 20-hour week in 1989-90, and $22.70 per hour or $454 per week for a 20-hour week in 1990-91, and 25.00 per hour or $500 per week in 1991-92.

K. Teachers assigned to Homebound Instruction and to College Board Tutoring will be paid at the rate of $20.50 per hour in 1989-90, $22.70 per hour in 1990-91, and $25.00 per hour in 1991-92.

L. Teachers accepting assignments to do computer work or detention monitoring will be paid at the rate of $16.50 per hour in 1989-90, $18.00 per hour in 1990-91, and $20.00 per hour in 1991-92.

M. Unit members assigned to any chaperone assignments will be paid at the rate of $30 per event in 1989-90 and 1990-91, and $33.25 per event in 1991-92.

N. Whenever a teacher is required to cover a class due to the unavailability of a substitute, such teacher shall be paid if the covering teacher loses his/her preparation time. The rate of pay shall be $20.50 per hour in 1989-90, $22.70 per hour in 1990-91, and $25.00 per hour in 1991-92. Volunteers for class coverage will be solicited at the beginning of the school year, and the order of assignment to cover a class shall be as follows:

1st Volunteers who are certified to teach the subject matter of the class to be covered

2nd Non-volunteers who are certified to teach the subject matter of the class to be covered

3rd Volunteers who are not certified to teach the subject matter of the class to be covered

4th Non-volunteers who are not certified to teach the subject matter of the class to be covered

O. Unit members required to travel between buildings in their personal cars shall be reimbursed per the rate established in Board policy.

P. The Athletic Trainer shall be paid 1.15 times the appropriate B.A. step plus the appropriate graduate-credit adjustment.

ARTICLE XI

EMPLOYEE ASSIGNMENT

A. All unit members shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than August 1.

The Superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level or work position for which the Board has appointed the unit members. The Superintendent shall give notice of assignments to new employees as soon as practicable, and except in cases of emergency, not later than August 15.

In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after August 15, the Association and any employee affected shall be notified promptly in writing.

A listing of all positions that become available in the District during the school year shall be posted in the teacher lounges, and a copy shall be given to the Association. This includes teaching, administrative and extracurricular activities.

B. Except in emergencies, all unit members shall be given written notice of their salary, and the position and building to which they are to be assigned for the forthcoming year not later than August 1. In the event that changes in such schedule or building assignments are necessary after August 1, the Association and any employee affected shall be notified promptly in writing.

A listing of positions in the bargaining unit that become available in the District during the school year shall be posted in the staff lounge, and a copy shall be given to the Association.

Aides shall be notified of intent to rehire before May 30.

C. Child Study Team and Guidance personnel shall be notified of summer employment no later than June 1.

D. Reduction in Force

1. On or before March 30 of each year, the Board will inform the Association of any anticipated reduction in unit member positions to be effective the following September. If a decision to reduce the work force becomes necessary at any other time during the year, the Board will inform the Association at least thirty (30) days prior to the effective date of such reduction.

2. The Association may submit concerns or alternative suggestions regarding the above to the Board through the Administration or via the Board/Staff Relations Committee.

3. Individuals recommended for dismissal or non-renewal due to a reduction in force shall be notified by the Superintendent at least three (3) days in advance of the official Board action on same.

ARTICLE XII

EVALUATION PROCEDURE - CERTIFICATED STAFF

A. There will be a minimum of three (3) observations for each non-tenured staff member and a minimum of one (1) observation for each tenured staff member.

B. A written report of the observation shall be distributed to the staff member involved by the appropriate administrator within five (5) working days of the formal observance.

C. Conference between the individual teaching staff member and the appropriate administrator shall be held within ten (10) working days of the receipt of the observation report; however, the conference date may be set by the administrator at the time of issuance of the observation report.

A minimum of twenty-four (24) hours shall be between receipt of the observation report and the observation conference.

D. There will be a minimum of five (5) calendar days between the observation conference and the next formal observation.

E. 1. Whenever the work performance of a teacher is monitored or observed, it shall be conducted openly. The use of eavesdropping, public address, audio, and similar surveillance devices shall be strictly prohibited.

2. A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one day before any conference to discuss it. Discussion of any observation or visit shall be held privately. Evaluation reports shall be placed into the teacher's file or otherwise acted upon after the conference.

F. Any complaints made to any member of the Board or administration, if relied upon by the Board or administration for specific action regarding a teacher, shall be called to the attention of the teacher in writing.

G. Any question or criticism by an administrator, Board member(s) or the Board in toto, of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or at any other public gathering. Likewise, any criticism of a supervisor, administrator, Board member(s) or the Board in toto shall be made in confidence and not in the presence of students, parents, or at any other public gathering. The exception is that a teacher, administrator or Board member shall be free to speak openly at any conference concerning his/her child.

H. Whenever a teacher is required to appear before the Superintendent, Board or any committee thereof, concerning a discontinuation of that teacher in his/her office, position or employment, or the salary or any increments pertaining thereto, then s/he shall be given prior written notice of the intent of such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

I. No material derogatory to a unit member's conduct, service, character or personality shall be placed in his/her personnel file unless the unit member has had an opportunity to review the material. The unit member shall acknowledge that s/he has had the opportunity to review such material by affixing her/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 unit member shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. The determination for retention of documents (other than the written answers referred to in the preceding sentence) in personnel files resides with the Superintendent. A written answer shall be removed only when the material to which it is attached is removed.

J. Final evaluation of a unit member upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material derogatory to the unit member's conduct, service, character or personality shall be placed in the personnel file of such employee after severance unless the employee has been notified of the intent to do so and has been given an opportunity to review the material. The unit member shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed or, if it is impossible for the teacher to review the actual copy to be filed, to a form supplied by the administration attesting to the fact that s/he has had an opportunity to review a copy of the materials to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The unit member shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. The determination for retention of documents (other than the written answers referred to in the preceding sentence) in personnel files resides with the Superintendent. A written answer shall be removed only when the material to which it is attached is removed.

K. A teacher shall have the right, upon request, to review the contents of his/her personnel file. After review, a teacher has the right to request removal and/or respond in writing to material contained therein, and such response shall be included in the file. Copies of a teacher's personnel folder material will be supplied within twenty-four (24) hours to the teacher concerned at the teacher's own expense if requested in writing. The determination for retention of documents (other than the written answers referred to above) in personnel files resides with the Superintendent. A written answer shall be removed only when the material to which it is attached is removed.

ARTICLE XIII

EVALUATION PROCEDURE - NON-CERTIFICATED STAFF

A. There will be a minimum of one (1) written evaluation per year of each secretary and aide. A copy of the written evaluation shall be given to the employee within five (5) days of the evaluation conference. Employees have the right to attach a rebuttal to the written evaluation. Aides' evaluations will be co-authored by the Principal and the teacher.

B. Any question or criticism by a teacher, administrator, Board member(s) or the Board in toto, of an employee will be made privately. Likewise, any criticism of a teacher, supervisor, administrator, Board member(s) or the Board in toto shall be made privately. The exception is that an employee shall be free to speak openly at any conference concerning his/her child.

C. Whenever an employee is required to appear before the Superintendent, Board or any committee thereof, concerning a discontinuation of that employee in his/her office, position or employment, or the salary or any increments pertaining thereto, then s/he shall be given prior written notice of the intent of such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

D. No material derogatory to a unit member's conduct, service, character or personality shall be placed in his/her personnel file unless the unit member has had an opportunity to review the material. The unit member shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The unit member shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy. The determination for retention of documents (other than the written answers referred to in the preceding sentence) in personnel files resides with the Superintendent. A written answer shall be removed only when the material to which it is attached is removed.

E. Final evaluation of a unit member upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material derogatory to the unit member's conduct, service, character or personality shall be placed in the personnel file of such employee after severance unless the employee has been notified of the intent to do so and has been given an opportunity to review the material. The unit member shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed or, if it is impossible for

the employee to review the actual copy to be filed, to a form supplied by the administration attesting to the fact that the employee has had an opportunity to review a copy of the materials to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The unit member shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy. The determination for retention of documents (other than the written answers referred to in the preceding sentence) in personnel files resides with the Superintendent. A written answer shall be removed only when the material to which it is attached is removed.

F. An employee shall have the right, upon request, to review the contents of his/her personnel file. After review, an employee has the right to request removal and/or respond in writing to material contained therein, and such response shall be included in the file. Copies of an employee's personnel folder material will be supplied within twenty-four (24) hours to the employee concerned at the employee's own expense if requested in writing. The determination for retention of documents (other than the written answers referred to above) in personnel files resides with the Superintendent. A written answer shall be removed only when the material to which it is attached is removed.

ARTICLE XIV

EMPLOYEE FACILITIES

A. An appropriately furnished and air conditioned room shall be reserved for use as an employees' lounge and work area in each building. The users shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge. It shall be regularly cleaned by the school's custodial staff.

B. Well-lighted and clean rest rooms, separate for each sex and separate from the students' rest rooms, shall be provided with keys furnished for each unit member, except in the Clara Barton School, where such facilities are not available.

C. The Board shall be responsible for providing the following:

1. Space in each classroom in which teachers may store instructional materials and supplies;

2. Vending machines in the lounges which become the responsibility of the Association;

3. A serviceable desk and chair for the use of each unit member; and

4. Free and adequate off-street paved parking facilities. The Board will request the appropriate municipal authorities to patrol such parking lots with police cars on a regular basis.

D. In order to permit freedom of access both during and after regular school hours, all teachers, upon request, may be given keys to the faculty lounge, teacher work area, and interior hallway gates of their base school; and upon request, and subject to reasonable regulations, they may be provided with a key or other means of access to an outside door in their area of the building during non-school hours.

E. There shall be available, for teacher use only, two (2) typewriters per school building, which shall be maintained in good working condition by the Board.

ARTICLE XV

SICK LEAVE POLICY

A. Sick leave is defined to mean the absence of any person from his/her post of duty because of personal disability due to illness or injury, or because of exclusion from school by the school district's medical authorities as a result of contagious disease, or by being quarantined for disease in the immediate household.

B. All certificated unit members employed shall be entitled to twelve (12) cumulative sick leave days as of the first official day of said school year whether or not they report for duty on that day. Certificated unit members employed for less than a full school year shall be entitled to sick leave in proportion to the time employed. Unused sick leave days shall be accumulated from year to year with no maximum limit.

C. All non-certificated unit members employed on a twelve (12) month basis shall be entitled to thirteen (13) days paid sick leave per year. Other non-certificated unit members working less than twelve months shall receive twelve (12) days paid sick leave per year. Sick leave for secretaries shall be effective as of July 1 of each year, and as of September 1 of each year for aides. Non-certificated unit members employed for less than a full school year shall be entitled to sick leave in proportion to the time employed. Unused sick leave days shall be accumulated from year to year with no maximum limit.

D. All unit members who are employed less than full-time shall receive sick leave benefits at the same rate as the percent of employment. As an example, a teacher who is contracted to work half-time will be entitled to half of the sick leave days (6) which is 12 half-days.

E. Pay for Unused Sick Leave

1. Reimbursement is $20 per day for certificated staff and $15 per day for non-certificated staff.

2. Only days accumulated over twenty-five (25) are eligible.

3. Reimbursement will be made upon retirement or leaving the system.

ARTICLE XVI

TEMPORARY LEAVES OF ABSENCE

A. Unit members shall be entitled to the following temporary noncumulative leaves of absence with full pay each school year:

1. Death in immediate family (up to five (5) days per occurrence). Immediate family shall mean spouse, parent, child, brother, sister, grandparent, mother/father-in-law, brother/sister-in-law, son/daughter-in-law and other blood relatives living in household;

2. Illness in nuclear family (up to three (3) days maximum per year). Nuclear family shall mean parent, spouse, child, and household members.

3. Up to three (3) days personal leave maximum per year:

   a. Request for approval shall be submitted to Building Principal at least twenty-four (24) hours in advance;

   b. Will not be granted on days immediately preceding or following scheduled holidays. Also, will not be granted at a time when absence may seriously hinder the overall operation of the school, e.g., opening day, closing day, conference days, etc. An exception may be provided if the reason for the leave was an unforeseeable emergency, or if it is absolutely impossible to schedule the matter on another day. Such requests shall have the reasons for such leave stated and be subject to approval by the administration. Leave to attend the funeral of a person not in the immediate family shall be an acceptable reason under this section;

   c. Approved "emergency" days may be granted with less than 24 hours notice, with reasons stated and approved, including the reason of death in other than the immediate family.

   d. Unused personal days shall be converted for credit as sick leave under the provisions of Article XV of this Agreement.

4. Visitation days, conferences, conventions, etc., may be granted upon written request with approval of the Building Principal.

5. Up to two (2) additional days may be allowed, less substitute pay, after the days allowed under A.3. have been taken.

6. Provisions:

   a. It is expected that the unit member will notify the Building Principal at least twenty-four (24) hours in advance except in emergencies;

   b. Absence beyond provisions will be with loss of pay;

   c. A day's pay is considered 1/200 of a teacher's annual salary and 1/10 of a two (2)-week salary check for non-certificated staff.

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

C. Unit members accompanying students on school trips or otherwise acting in a capacity representing the school at an educational function will not be considred absent.

ARTICLE XVII
EXTENDED LEAVES OF ABSENCE

A. The Board agrees that up to two (2) unit members designated by the Association shall, upon request, be granted a leave of absence without pay for one school calendar year for the purpose of engaging in activities of the Association or its affiliates, provided notice is received by June 1 preceding the said school year.

B. A leave of absence without pay for one or two school calendar years shall be granted to any certificated unit member who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, or is a full-time participant in or accepts a position at college or university programs, or accepts a Fulbright Scholarship, provided notice is received by June 1 preceding the said school year.

C. Military leave without pay shall be granted to any certificated unit member who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, pursuant to the requirements of Title 18A.

D. Maternity Leave

The Board shall grant maternity leave without pay to any unit member upon request subject to the following stipulations and limitations:

1. The Board may remove any pregnant unit member from her duties on any one of the following bases:

   a. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:

      (1) the pregnant unit member fails to produce a physician's certificate that she is medically able to continue working; or

      (2) the Board's physician concludes that the pregnant unit member is unable to continue working.

   b. Any other just cause that is found to exist in NJSA Title 18A.

2. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant unit members on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities, as set forth in NJSA Title 18A:30-1 et seq.

3. Any tenured or non-tenured unit member seeking such leave shall apply to the Board thirty (30) school days prior to the beginning of leave. At the time of application the unit member shall specify in writing the date on which she wishes to return to work after birth. The Board may require any teacher to produce a certificate from a physician in support of the requested leave date. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested dates upon finding that the grant of a leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school. Following the grant of such leave to any unit member, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the unit member to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school and/or disrupt program, and provided that such date change is not medically contraindicated. The Board may require any unit member to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician.

4. Upon return from a maternity leave of absence, the unit member shall be reinstated in her same position or a similar position for which she is certified.

5. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition or pregnancy or childbirth.

6. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence.

   a. The certificated unit member will be granted a full step on the salary guide if she works more than 120 teaching/working days and one-half step if she works between 90-120 days. Working fewer than 90 days shall result in no advancement on the salary guide.

   b. A non-certificated unit member with a ten-month contract will be granted a full step on the salary guide if she works more than 120 working days and one-half step if she works between 90-120 days. Working fewer than 90 days shall result in no advancement on the salary guide.

c. A non-certificated unit member on a twelve-month contract will be granted a full step on the salary guide if she works more than 150 work days and one-half step if she works between 115-150 days. Working fewer than 115 days shall result in no advancement on the salary guide.

7. With respect to extension of leave, no such leave for a non-tenured unit member shall be extended beyond the end of the year in which the leave is to commence. For a tenured unit member, no such leave shall be extended beyond a period of 24 calendar months from the date on which said leave is to commence.

E. Any unit member adopting an infant child may receive similar leave which will commence upon his/her receiving de-facto custody of said infant, or earlier if necessary to fulfill the requirement for adoption.

F. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the unit member's immediate family. Additional leave may be granted at the discretion of the Board.

G. 1. The Board shall grant a leave of absence without pay of one-half school year to a unit member to campaign for public office for him/herself or for another candidate. Such leaves shall be available to an individual no more than once in four years. Such leaves shall commence with the beginning of the school year and shall end in the month of January at a date determined by the Superintendent.

2. The Board shall grant a leave of absence of up to four full calendar years without pay to a unit member to serve in public office. Such leaves shall be renewable only once. Such leaves shall commence and end in the month of January at a date determined by the Superintendent.

H. All benefits to which a unit member was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return and s/he shall be assigned to the same position which s/he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

I. Other leaves of absence without pay may be granted by the Board for good reason and shall be equally available to males and females.

J. Upon return from leave granted pursuant to Section B or C of this Article, a unit member shall be considered as if s/he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level s/he would have achieved if s/he had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A unit member shall not receive increment credit for the time spent on a leave granted pursuant to Section A, D, E, F, G, or I of this Article; nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

K. All leaves of absence shall be applied for and granted in writing. All leaves under this article, except disability leaves and military leaves, shall terminate at the end of the school year or at the end of a marking period.

L. It is the responsibility of the unit member who is on leave to notify, in writing, the Superintendent regarding his/her intent to return to teaching/working duties for the coming school year. This notice must be submitted by March 15 of the school year in which the leave is taken. The lack of said notice shall be considered as a resignation.

Employees planning to return at a marking period shall confirm their plans by notifying the Administration thirty (30) days prior to the return date.

ARTICLE XVIII
SABBATICAL LEAVES

A. A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system, subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of four (4) teachers per year.

2. Requests for sabbatical leave must be received by the Superintendent, in writing in such form as may be mutually agreed upon by the Association and the Superintendent, no later than December 15, and action be taken on all such requests no later than January 30 of the school year preceding the school year for which the sabbatical leave is requested.

3. To be eligible, the teacher must have completed at least seven (7) full school years of service in the Bordentown Regional School District. This is understood to include all service in Bordentown City, Bordentown Regional, and Bordentown Township. This does not include time spent on any leaves granted under Article XV of this Agreement.

4. A teacher on sabbatical leave (either for one half (½) of a school year or for a full school year) shall be paid by the Board at 50% of the salary rate which s/he would have received if s/he had remained on active duty.

5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which s/he would have achieved had s/he remained actively employed in the system during the period of his/her absence.

6. As a condition to accepting the sabbatical leave, the teacher hereby agrees to work for the District in whatever position assigned for a minimum of two (2) years immediately after the end of the leave. If this condition is not fulfilled, the teacher agrees that the District is entitled to the refund of all monies paid by the Board to the teacher during the leave.

7. At the end of the sabbatical leave, and no later than nine (9) weeks after returning to the teaching assignment, a written report will be submitted by the individual to the Board of Education through the proper channels. The contents of this report will include name and location of school, program or activity, length of the program, a description of the program or activity, an evaluation of what was accomplished and any other pertinent information of interest.

8. All regular deductions will be made on sabbatical leave pay.

ARTICLE XIX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a certificated unit member is required and/or requested by the administration to take.

ARTICLE XX

SUPERVISION OF STUDENT TEACHERS

A. The teacher shall receive a request to take a student teacher at least four (4) weeks prior to the student's introduction to the classroom.

B. Each cooperating teacher shall be provided with release time up to one (1) day with pay for attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university.

C. The cooperating teacher and the student teacher shall assess the latter's readiness to assume teaching responsibilities. The cooperating teacher shall have authority to determine to what degree those responsibilities shall be assumed.

ARTICLE XXI

PROTECTION OF UNIT MEMBERS

A. The Board shall reimburse unit members for any loss, damage or destruction of clothing or personal property on their person while on duty in the school, on the school premises, or on a school-sponsored activity, when such loss, damage or destruction occurs while such unit member is engaged in action necessary to protect him/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

B. 1. Unit members shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate superior.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the unit member for information in the possession of the Superintendent relating to the incident or the persons involved and who shall act in appropriate ways as liaison between the unit member, the police, and the courts.

ARTICLE XXII

DEDUCTION FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its unit members dues for the Bordentown Regional Education Association, the Burlington County Education Association, the New Jersey Education Association, or any one or any combination of such associations as said unit members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Bordentown Regional Education Association by the 15th of each month following the pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Unit member authorizations shall be in writing in the form set forth below:

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name_____ Social Security No._____

School Building_____ District_____

To: Disbursing Office_____ Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing body and all of its officers from any liability therefrom.

I designate the Bordentown Regional Education Association to receive dues and distribute according to the organization(s) indicated:

Bordentown Regional Education Association_____
Burlington County Education Association_____
New Jersey Education Association_____
National Education Association_____

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. 1. The Board of Education of the Bordentown Regional School District recognizes the Bordentown Regional Education Association as the majority representative and agrees, according to the New Jersey Representation Fee Law, Chapter 477, P.L. 1979, to deduct representation fees from non-member employees in the unit, and to forward to the majority representative the representation fee in lieu of dues for services rendered by the majority representative.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members. This representation fee shall be levied at 85% of the regular membership dues, fees and assessments.

2. The Bordentown Regional Education Association shall indemnify and hold the employer harmless against and from any and all claims, demands, suits, and any other forms of liability or costs, whatsoever, including liability for reasonable counsel fees and other legal costs, paid to counsel of the employer's choice, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with or in attempted conformance with the agency shop or representation fee provision. Furthermore, and in addition hereto, the Bordentown Regional Education Association guarantees that it will be responsible for any reimbursement to the employer of any costs or expenses arising from or by reason of any action taken or not taken by the employer in conformance with or in attempted conformance with the agency shop or representation fee provision.

C. Unit members will be notified in writing of any pay deductions made in keeping with the Board's policy. This notice with the reason for same will be provided the unit member whenever possible prior to the deduction being made, but no later than the issuance of the check, so that an opportunity to meet with the Administration to discuss the action will be possible, if desired.

D. Bargaining unit members may individually elect for any school year to have a stated amount of their monthly salary deducted from their pay and deposited to their credit at Atlantic Burlington Federal Credit Union.

ARTICLE XXIII
INSURANCE PROTECTION

The Board shall provide the health care insurance protection designated below to all unit members working twenty (20) hours or more per week.

A. The Board will provide a UCR basic health insurance package comparable to the plan in effect in the Bordentown City School District during 1981-82 for employees and their families. For unit members choosing not to avail themselves of the foregoing coverage, the Board shall pay the cost for an income protection plan with coverage, including supplemental coverage, comparable to Washington National Income Protection Plan II, at a cost no higher than the per employee premium cost for the UCR health plan mentioned above.

B. During 1989-90, the Board agrees to assume to a maximum cost of $375 per employee per year the cost of a family prescription drug plan comparable to the plan in effect in the Bordentown City School District during 1981-82. During 1990-91 the maximum cost shall be $450 and in 1991-92 it shall be $525.

C. The Board will provide an employee dental plan comparable to the plan in effect in the Bordentown Township School District in 1981-82. Each employee may elect to receive, and pay for, extended family coverage.

D. For each unit member who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premium to provide insurance coverage for the full twelve (12) month period commencing July 1 and ending June 30. When necessary, payment of premiums in behalf of the unit member shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

E. The Board shall provide to each unit member a description of the health care insurance coverage provided under this Article which includes a clear description of conditions and limits of coverages listed above as soon as they are available.

F. During each year of this Agreement, bargaining unit members who are eligible for family coverage or husband/wife coverage in the basic health insurance program described in paragraph A above may voluntarily waive their enrollment in this program by submitting proof that they are covered in a spouse's basic health insurance program. Employees who waive such coverage shall receive from the Board one-half (1/2) of the premium cost that the Board would have paid on their behalf if they had remained in the District's health insurance program.

ARTICLE XXIV
MISCELLANEOUS PROVISIONS

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

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual unit member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, this Negotiated Agreement shall be controlling.

D. Copies of this Agreement shall be printed within thirty (30) days after the Agreement is signed and presented to all unit members now employed, or hereafter employed by the Board. The expense for printing such copies shall be shared equally between the Association and the Board.

E. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of unit members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status. An employee who chooses to arbitrate a grievance alleging a violation or misapplication of this clause shall be precluded from submitting the same grievance or complaint to any other legal forum. An employee who files a grievance or complaint in any other legal forum regarding the rights delineated in this Article shall be precluded from submitting the same dispute to arbitration.

F. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any unit member benefit existing prior to its effective date. It is the intent of the parties that any such benefits existing in a building or buildings prior to this Agreement shall not be expanded beyond that building to unit members in any other building in the Bordentown Regional School District.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement will be effective July 1, 1989, and shall continue in effect until June 30, 1992. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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 seals to be affixed thereto.

The Bordentown Regional School District Board of Education

By: William E. Cagle Date: Aug. 29, 1989

By: [illegible] Date: 8/29/89

The Bordentown Regional Education Association

By: Reba Snyder Date: Aug. 28, 1989

By: Judith L. Fleeth Date: Aug. 28, 1989.

SCHEDULE A - TEACHERS' BACHELOR DEGREE SALARIES

Step	1989/90	1990/91	1991/92
1	$23,096	$24,894	$27,286
2	23,996	25,864	28,186
3	25,064	27,015	29,156
4	26,016	28,042	30,307
5	26,908	29,004	31,334
6	27,859	30,029	32,296
7	28,806	31,050	33,321
8	29,988	32,324	34,342
9	31,386	33,831	35,616
10	32,381	34,904	37,123
11	33,376	35,977	38,196
12	34,444	37,128	39,269
13	35,437	38,199	40,420
14	36,433	39,272	41,491
15	37,432	40,349	42,564
16	38,441	41,437	43,641
17	---	---	44,729

+ $500 after 25 years in district.

The following graduate credit scale shall be effective. This scale shall become part of the base salary of teachers in addition to their regular increment.

	1989-90	1990-91	1991-92
B.A. + 6 graduate credits	$300.	$300	$300
B.A. + 12 graduate credits	400.	400	400
B.A. + 18 graduate credits	500.	500	500
B.A. + 24 graduate credits	600.	600	600
B.A. + 30 graduate credits	700.	700	700
M.A.	$1,500.	$1,500	$1,500
M.A. + 6 graduate credits	1,700	1,700	1,700
M.A. + 12 graduate credits	1,800	1,800	1,800
M.A. + 18 graduate credits	1,900	1,900	1,900
M.A. + 24 graduate credits	2,000	2,000	2,000
M.A. + 30 graduate credits	2,100	2,100	2,100

SCHEDULE B

UNIT LEADERS

Unit Leaders--Peter Muschal School - Each Unit Leader will receive a sum equal to nine (9) times the basic factor.

EXTRACURRICULAR CONTRACTS

Athletics	Factor
*Varsity Football Coach	16.5
Assistant Football Coach	10.5
Assistant Football Coach	10.5
Assistant Football Coach	10.5
Assistant Football Coach	10.5
*Varsity Hockey Coach	13.0
Assistant Hockey Coach	9.0
Cross Country Coach	11.5
*Head Wrestling Coach	16.5
Assistant Wrestling Coach	10.5
Assistant Wrestling Coach	10.5
*Boys Varsity Basketball Coach	16.5
Assistant Basketball Coach	10.5
Assistant Basketball Coach	10.5
*Girls Varsity Basketball Coach	16.5
Assistant Girls Basketball Coach	10.5
Assistant Girls Basketball Coach	10.5
Bowling Coach	7.0
*Varsity Baseball Coach	13.0
Assistant Baseball Coach	9.0
Assistant Baseball Coach	9.0
*Girls Varsity Softball Coach	13.0
Assistant Softball Coach	9.0
Assistant Softball Coach	9.0
*Varsity Track Coach	13.0
Assistant Track Coach	9.0
Golf Coach	7.0
*Boys Soccer Coach	13.0
Assistant Soccer Coach	9.0
*Girls Soccer Coach	13.0

* Extra preparation period/day during their sports season for these head varsity coaches teaching at BRHS--effective 7/1/90.

SCHEDULE B - Continued

CLUB AND CLASS SPONSORS

Senior Class Advisors	6.5
Junior Class Advisor	4.5
Sophomore Class Advisor	4.5
Freshman Class Advisors	4.5
Academic Coach	10.0
Activity Accounts Supervisor	10.0
Activity Points Coordinator	1.5
Art Club Advisor	2.0
Band Advisor	7.5
Band Front Advisor	7.5
Basic Skills Coordinator	5.0
Cheerleading Advisor, per season	8.5
Chess Club Advisor	2.0
Chorus Advisor	7.5
DECA Advisor	1.5
FBLA Advisor	6.0
Honor Society Advisors	3.0
Instrumental Music Coordinator	8.0
Instrumental Music Director	4.0
Key Club Advisor	6.0
Kushites Club Advisor	4.0
Language Club Advisors	2.0
Math Club Advisor	5.0
Newspaper Advisor	4.0
SADD/JYC Advisor	3.0
Shop Maintenance	5.0
Ski Club Advisors	2.0
Sportsmen Club Advisor	1.5
Student Council Advisor	5.0
Summer Gardening Project	1.5
Theatre Business Manager	4.0
Theatre Director	16.5
Vocal Music Director	4.0
Yearbook Advisor	12.0

SCHEDULE B - Continued

JUNIOR SCHOOL ATHLETIC AND EXTRACURRICULAR STIPENDS

Athletic Ratios

Boys Basketball Coach	10.5
Girls Basketball Coach	10.5
Wrestling Coach	10.5
Soccer Coach	9.0
Field Hockey Coach	9.0
Cheerleading Advisor, per season	8.5

Extracurricular

Audio-Visual Coordinator (Clara Barton & MacFarland Schools)	7.0
Intramural Coaches	2.5
Newspaper Advisor	3.0
Student Council Advisor	2.75
Yearbook Advisor	3.0
Outdoor Education Coordinator	5.25
Outdoor Education Instructor	2.0 (3.0 in the Instructor's third year of service since 1982-83)

NOTE: EXTRACURRICULAR LONGEVITY INCREMENTS

A factor increase of 0.5 will be added to the assigned factor of any person who has served as club or class advisor or as head coach or assistant coach of the same activity or sport for five (5) consecutive years. The award will be made for every five (5) years of service, i.e., a person with ten (10) consecutive years as head football coach would have received a 0.5 increase twice or an overall increase of 1.0.

SCHEDULE C - SECRETARY I SALARIES

The following job titles shall be paid on the Secretary I schedule: Secretaries to the Assistant Superintendent, Directors and Principals; the Bookkeeper; the High School Guidance Secretary; and General Office Secretaries. All positions are twelve-month positions except for the ten-month General Office Secretaries at the Clara Barton School and the MacFarland Junior School, who work the Administrative Calendar from September 1 through June 30 and who are paid 83.3% of the twelve-month salary schedule for that employee's step.

Step	1989/90	1990/91	1991/92
1	$17,552	$18,908	$21,646
2	17,802	19,158	21,896
3	18,052	19,408	22,146
4	18,302	19,658	22,396
5	19,153	20,573	22,646
6	20,004	21,487	22,896
7	20,962	22,515	23,992
8	21,919	23,544	25,089
9	22,771	24,458	26,063
10	23,090	24,801	26,428

+ $300 after 15 years in district.

+ $300 after 20 years in district.

SCHEDULE D - SECRETARY II SALARIES

The following job titles shall be paid on the Secretary II schedule: Secretaries to the Child Study Team and Libraries; the Transportation Clerk and the ten-month High School General Office Secretary. All positions are twelve-month positions except for the ten-month High School General Office Secretary who has a 184-day work year and who is paid 78% of the twelve-month salary schedule for that employees' step, and the ten-month Peter Muschal School Library Secretary who works the Administrative Calendar from September 1 through June 30 and who is paid 83.3% of the twelve-month salary schedule for that employee's step.

Step	1989/90	1990/91	1991/92
1	$13,865	$15,479	$17,147
2	14,115	15,729	17,397
3	14,365	15,979	17,647
4	15,110	16,229	17,897
5	15,854	17,029	18,147
6	16,599	17,830	18,999
7	17,344	18,630	19,852
8	18,089	19,430	20,704
9	18,834	20,230	21,557
10	19,579	21,030	22,409

+ $300 after 15 years in district.

+ $300 after 20 years in district.

SCHEDULE E - AIDES SALARIES

The following salary schedules will apply to all aides covered by this collective negotiations agreement.

Step	1989/90	1990/91	1991/92
1	$ 8,485	$ 9,142	$ 9,776
2	8,685	9,358	10,006
3	8,934	9,626	10,294
4	9,184	9,895	10,581
5	9,434	10,165	10,870
6	9,684	10,434	11,157
7	9,933	10,703	11,445
8	10,184	10,973	11,733
9	10,433	11,242	12,021
10	11,169	12,035	12,869

+ $300 after 15 years in district.

+ $300 after 20 years in district.