

4-1020

CONTRACT AGREEMENT

1978-1979

SADDLE RIVER EDUCATION ASSOCIATION

and

SADDLE RIVER BOARD OF EDUCATION

(Employee)

July 13, 1978 - 87611 (m) Lx

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Article I

RECOGNITION

The Board hereby recognizes the Saddle River Education Association as the exclusive bargaining representative for the employees as herein defined.

The Board agrees not to negotiate with any organization seeking to represent the employees, other than that designated above, for the period covered by this agreement.

The Board of Education of Saddle River, hereinafter called the "Board", and the Saddle River Education Association, hereinafter called the "Association", desire to execute this contract covering those matters which, through good faith and negotiation, have been agreed upon.

GENERAL DEFINITIONS

- (a) The term, "Association" when used herein shall mean the Saddle River Education Association.
- (b) The term, "Board" means the Board of Education of Saddle River, and shall include its members, officers and agents.
- (c) The term, "Employee" means all certified teaching personnel under contract with the Board, but excludes supervisory and executive personnel, auxiliary, substitute teachers, office, clerical, maintenance, and operating personnel.
- (d) The use of any masculine pronoun herein shall include the feminine counterpart and singular shall include plural.

Article II

NEGOTIATION OF SUCCESSOR AGREEMENT

Negotiations for a successor agreement will begin not later than October 1, 1977.

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ARTICLE III
GRIEVANCE PROCEDURE

Definitions

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances;

- (a) The failure or refusal of the Board to renew a contract of a non-tenure employee;
- (b) Any matter for which method of review is provided by law or any regulation of the State Commissioner of Education or any matter beyond the scope of Board authority.

The term "employee" shall mean any regularly employed individual receiving compensation from the Board but shall not include the superintendent, or any other employee excluded under General Definitions.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees' association or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the organization prevailing in this School District.

The term "party" means an aggrieved employee, his immediate superior, the school principal or any staff member below the superintendent who may be affected by the determination of the superintendent in connection with the procedure herein established.

PROCEDURE

1. An aggrieved employee shall first discuss his grievance orally with the Superintendent of Schools within ten (10) calendar days of the occurrence complained of or within ten (10) calendar days after he would reasonably be expected to know of its occurrence in an attempt to solve the problem. If the problem is not resolved to the satisfaction of the employee within five (5) calendar days of such oral discussion, the employee shall then, within a period five (5) calendar days, file his grievance in written form with the Superintendent of Schools specifying:

- (a) The nature of the grievance:
- (b) The results of the previous decision:
- (c) The basis of his dissatisfaction with the determination.

Failure of the employee to act within said ten (10) calendar day period, shall be deemed to constitute an abandonment of the grievance which shall not thereafter be processed.

2. Within ten (10) calendar days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall receive due notice and have the right to be heard.

3. Within ten (10) calendar days after said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and all other parties in interest, if there be any, of his determination.

4. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 2 and 3, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party, may within ten

(10) calendar days of the failure of the Superintendent to act or within ten (10) calendar days of the determination by him, appeal to the Board for a review of the Superintendent's failure to act or his determination.

5. Where an appeal is taken to the Board, there shall be submitted by the appellant:

- (a) The writing set forth in Paragraphs. 1 and 3, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party, if there be any.

6. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon the adverse party who shall have the right to reply thereto. When the appellant desires a hearing by the Board, he shall incorporate such request in writing as part of his appeal for review, whereupon a hearing shall be held.

7. The Board shall make a determination within thirty (30) calendar days from the receipt of the appeal for review if no hearing is requested, or within thirty (30) calendar days after the hearing, if one is requested, and shall in writing notify the employee, and all parties in interest, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

8. In the event an employee is dissatisfied with the determination of the Board, he shall have the right to request advisory arbitration by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A request for advisory arbitration shall be made in writing no later than fifteen (15) calendar days following the determination of the Board. A copy of such request shall simultaneously be served upon the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

9. In any cases, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) calendar days of the issuance of said order, ruling or directive, or within ten (10) calendar days of the time when same has been brought to the employee's attention by filing with the Secretary of the Board, a written complaint setting forth:

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the complaint set forth above shall be served upon the Superintendent simultaneously who shall have the right to reply in writing there to. A copy of such reply shall be served upon the aggrieved employee.

10. Upon receipt of a grievance filed under the provisions of Paragraph 9, the procedure shall be as set forth in Paragraphs 6 and 7.

RIGHTS OF TEACHERS TO REPRESENTATION

1. TEACHER AND ASSOCIATION:

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative. When a teacher is not represented by the Association, the Association upon the aggrieved's approval shall have the right to be present and may be asked to state its

views by either party to the grievance. Whenever the employee appears with a representative the Board shall have the same right.

2. REPRISALS:

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

MISCELLANEOUS

1. YEAR END GRIEVANCE:

A grievance filed at such a time that it cannot be processed through all the steps by the end of the school year shall be continued into the summer adhering to the prescribed time limits (as with all time limits, both parties may agree to changes.)

2. GROUP GRIEVANCE:

If a grievance affects a group of teachers, the group may submit such a grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at level two (2) of the procedure. The group may process such a grievance through all levels of the grievance procedure.

3. SEPARATE GRIEVANCE FILE:

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

4. MEETINGS AND HEARINGS:

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.

Article IV

TEACHING HOURS AND TEACHING LOAD

A. Evening and School Programs

It is agreed by all concerned that school programs are the responsibility of the Superintendent and Staff and that the scheduling of these school programs will be worked out between the Superintendent and appropriate staff or staff members at opportune times of the school year.

Outside or in school programs sponsored by such groups as the Home and School Association, will be handled by the Superintendent and appropriate staff members with the knowledge that teacher participation in these programs is voluntary. Every effort will be made to meet with the various sponsoring organizations as early as possible, so that the teachers may plan ahead for their personal participation.

B. Teaching Day

Teachers are required to report by 8:15 AM and to remain a minimum of 30 minutes after school dismissal. For the 78-79 school year the official school day will be as follows:

Grades 7 & 8	8:20 AM - 2:30 PM
Grades 1-6	8:30 AM - 2:30 PM
AM Kind.	8:30 AM - 11 AM
PM Kind.	12 Noon - 2:30 PM

If the need to change the official school day should arise during the Contract period, for any mechanical or educational reason, the Board will involve the teachers in the decision making process, with every attempt to be made to reach a mutually satisfactory decision, but the Board retains the final authority should this not be possible.

Nothing in this section is in any way to limit the Superintendent's powers to assign necessary supervisory duties to teachers during the time of required attendance before school or during the 30 minutes after dismissal.

C. Faculty Meetings

Teachers will be required to stay for faculty meetings upon notice by the Superintendent for such meetings. Teachers will be required to stay for faculty meetings no more than four (4) days each month with 24 hours notice by the Superintendent for

such meetings. Every effort will be made to adhere to the above requirements, but if emergency situations prevail, the Superintendent will not be required to conform to the above stipulations.

Article V

LUNCH TIME DUTIES

The Board acknowledges that a teacher's primary responsibility is to teach and that his energies should be utilized to this extent. The Board recognizes that lunch time aides are useful and necessary to implement this principle. The Board shall engage appropriate personnel to perform lunchroom and playground supervision. When an absence occurs among this personnel, supervision will be provided by a teacher on a pre-scheduled, rotating basis.

Article VI

TEACHER EVALUATION

All observations for teacher evaluation purposes are to be done by fully certified and qualified educational supervisors or administrators.

Teachers are to be given copies of his or her evaluations pertaining to teaching done within the Saddle River School System.

Teachers have the right to review their files periodically. This review must confine itself to all materials related to Saddle River School experiences.

Staff members shall have the right to insert material on their behalf into their personal files.

Article VII

SICK LEAVE

A. TYPES

1. Cumulative

Every teacher shall be allowed sick leave with full pay for a minimum of ten school days in each school year. Said sick leave shall be cumulative, and any such sick leave day that remains unutilized at the end of any school year

shall be carried from year to year unless and until it is used in any of such subsequent years.

2. Non-Cumulative

If, in the opinion of the school medical inspector, the nature of an illness or injury is such as to require a teacher to be confined to home or hospital for not less than twenty-eight consecutive calendar days, such teachers shall be allowed in addition to the sick leave provided in Paragraph 1 of this Section, sick leave with full pay for twenty school days in each school year with the stipulation that such leave is to be applied after all regularly accumulated leave has been exhausted. The additional sick leave hereby provided shall not be cumulative.

3. Transfer from Other Districts

The Board of Education will give fifteen (15) days sick leave to any teacher new to Saddle River for their first year. Only ten (10) of these days are to be cumulative. The first ten (10) days used are to be taken from the ten (10) cumulative days. In order to qualify for the fifteen (15) days, the teacher must have at least five (5) unused accumulated sick leave days from another district in New Jersey.

Article VIII

TEMPORARY LEAVES WITH PAY (WITHIN THE SCHOOL YEAR)

All leave requests require approval of the Superintendent, and if possible, are to be presented to the Superintendent at least five (5) days before leave date. No leaves before or after a holiday, vacation or recess will be approved unless special circumstances prevail.

1. Up to four (4) days for religious holidays not now observed by school calendar.
2. Up to five (5) days for professional improvement. Request may originate from Superintendent or Teacher (workshop; visitation; in-service, etc.)
3. Up to five (5) days at one time for death in immediate family.
4. Two (2) days for necessary personal leave.

5. A special form shall be available for any school related temporary leave not included herein. Such a leave will be subject to approval by the Superintendent.

No leaves beyond those granted above, will be approved without permission of the Board of Education. The Board may grant additional days at the cost of substitutes pay, at full pay, or at no pay depending upon the reasons contained in the request for additional leave.

Article IX

EXTENDED LEAVES OF ABSENCE WITHOUT PAY FOR TENURE TEACHERS

While the Board is most concerned with the individual teacher availability, thus assuring continuity of teaching method and approach, we are aware that certain situations may arise requiring the absence of a tenure teacher for a period of time. Such leaves, when granted, must conform to schedule arrangements required by the Board in order to assure proper teacher coverage. Grants of time, without pay, upon submission of a request and approval by the Superintendent would receive consideration in the following instances:

1. Two (2) years for Peace Corps; Vista; Exchange; Fulbright and other similar programs.
2. Two (2) years to teach in college.
3. Pregnancy - Maternity leave - Since this area is dependent upon many unknown factors, it is felt that policy regarding pregnancy - maternity leave is best handled on an individual teacher basis. Priority of consideration is the health and welfare of the teacher and the unborn infant. The Superintendent shall make an effort to return the teacher to the previous assignment if the teacher so desires.
4. Illness - Consideration to be given to requests for leave of absence up to one (1) year, for reasons of illness, after expiration of sick days. Since this area is dependent upon many unknown factors, it is felt that policy regarding illness is best handled on an individual teacher basis.
5. Up to one (1) year to care for sick member of family. Such leave to be granted for the remainder of a "school year" and the following full school year if necessary.

Qualifications for moving on the guide will be limited to college teaching, teaching while in peace corp, vista, or other circumstances to be considered on an individual basis.

Article X

SABBATICAL LEAVES

Subject to the applicable New Jersey statutory provisions and any amendments thereto, the Board may grant sabbatical leave for study, including study in another area of specialization, for travel or other reasons of value to the school system providing;

1. No more than one (1) teacher be absent on sabbatical leave at a time and no such leave shall be granted more frequently than each year.

2. Request shall be received in writing by the Superintendent no later than January 1st; action to be taken no later than February 15th of the school year before commencement of the requested leave year.

3. The teacher has completed at least seven (7) consecutive full school years of service in the Saddle River School District.

4. The teacher shall agree to remain in the employ of the Saddle River School District for a period of not less than two years following his return from sabbatical leave. In case of resignation within the two (2) years, the teacher shall refund to the Board such proportion of the salary paid during the leave as the unexpired proportion of two (2) years shall bear to said period of leave.

5. The teacher on sabbatical leave will be required to file periodic reports with the Superintendent every four (4) months.

Upon return, the teacher shall be entitled to advance to the guide step which would be in force had no sabbatical leave been granted, providing all requirements of the sabbatical leave policy have been fulfilled satisfactorily in the judgment of the Superintendent.

The Superintendent shall make an effort to return the teacher to the previous assignment if the teacher so desires.

Seniority of service in the Saddle River School District will prevail in case two (2) or more applications for sabbatical leave are received in any one (1) year.

The Board, upon the recommendations of the Superintendent, shall be responsible for granting all leaves. Leaves shall only be granted for one (1) full year and shall be paid at the rate of fifty (50%) percent of the teacher's salary scale for the sabbatical year. Salary payments to a teacher on sabbatical leave will be made along with the usual teacher salary payments during the school year in which the sabbatical leave has been granted.

Article XI

SALARIES

It shall be clearly understood by both parties that the salary schedules attached do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment, adjustment and merit increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. If the resultant action of the Board is to withhold an increment, it shall, within 10 days, give written notice of such action, together with the reasons therefor, to the employee concerned.

**SADDLE RIVER BOARD OF EDUCATION
WANDELL SCHOOL**

1978-79 Salary Guide

<u>Step</u>	<u>B.A.</u>	<u>B.A. +15</u>	<u>B.A. +30</u>	<u>M.A.</u>	<u>M.A. +15</u>	<u>M.A. +30</u>
1	11,200	11,450	11,825	12,050	12,900	12,675
2	11,665	11,925	12,320	12,550	12,810	13,200
3	12,150	12,420	12,830	13,070	13,345	13,750
4	12,655	12,940	13,365	13,615	13,900	14,325
5	13,185	13,480	13,920	14,185	14,480	14,920
6	13,735	14,010	14,500	14,775	15,085	15,540
7	14,305	14,625	15,110	15,390	15,710	16,190
8	14,900	15,235	15,735	16,030	16,365	16,865
9	15,520	15,870	16,390	16,700	17,050	17,570
10	16,165	16,530	17,075	17,395	17,760	18,305
11	16,840	17,220	17,790	18,125	18,500	19,070
12	17,545	17,940	18,530	18,880	19,270	19,865
13	18,275	18,690	19,305	19,670	20,075	20,695
14	19,040	19,470	20,110	20,490	20,915	21,560
Super Max	<u>550</u> 19,590	<u>550</u> 20,020	<u>550</u> 20,660	<u>550</u> 21,040	<u>550</u> 21,465	<u>550</u> 22,110

Article XII

INSURANCE

The Board of Education will provide the following group health insurance plan:

1. N.J. Blue Cross and Blue Shield with Rider "J".
2. The Major Medical Plan will be provided by Guardian Life Insurance Co. of America.

Total cost of the above plans coverage for the employee, including dependents of "Head of Household" employees will be paid for by the Board. All other dependant coverage, if desired, will be paid for by the employee.

3. N.J. Blue Shield Dental Program (\$25 deductible Program Basic Dental Service with Prosthodontic Rider).

The Board will pay for #3 above as follows: Total cost of the plan, as of rates effective March 1, 1978, for the employees, including dependents of "Head of Household" employees. All other dependant coverage, if desired, will be paid for by the employee. The cost of any rate increases during the duration of the contract will be assumed by the employee.

Article XIII

PROFESSIONAL DEVELOPMENT

The Board is conscious of the value of having our teachers attend various workshops and special courses for professional development which enrich our total teaching concept. The Board will, therefore, continue its present practice of providing funds for those workshops and courses recommended by the Superintendent for approval of the Board.

Tuition costs for graduate study would be paid for by the Board in the following manner; Teachers will receive up to \$550 in 1978-79 for courses not required for certification. Requests may be initiated by the Superintendent or teacher, and must require approval of the Superintendent in order for the

teacher to be paid in accordance with the above payment procedure. Evidence of successful completion of the courses must precede payment of tuition by the Board.

Article XIV

MISCELLANEOUS PROVISIONS

Copies of this agreement shall be reproduced at the expense of the Board within thirty (30) days after the agreement is signed and presented to each teacher now employed or hereafter employed.

Article IV

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1978 and shall continue in effect until June 30, 1979. 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.

In witness whereof the Association has caused this agreement to be signed by its president and secretary and the Board has caused this agreement to be signed by its president and attested to by its secretary, this _____ day of _____, 1978.

SADDLE RIVER EDUCATION ASSN.

By: Jean Luciano
(President)

By: Thuylla Planders
(Secretary)

SADDLE RIVER BOARD OF EDUCATION

By: J. B. Williams, Jr.
(President)

By: Maida S. Mook
(Secretary)

Board Policy

COMPLAINT PROCEDURE

Any complaints regarding a teacher made to any member of the administration by any parent, student, Board Member, or other person which does or may, in the opinion of the Superintendent, influence evaluation of a teacher shall be processed according to the procedure outlined below:

PROCEDURE

1. The Superintendent shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

2. In the event a complaint is unresolved to the satisfaction of all parties, the teacher may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the complaint shall move to step 3.

3. Any complaint unresolved under step two at the request of the teacher or the complainant shall be reviewed by the Superintendent in an attempt to resolve the matter to the satisfaction of all parties concerned.

4. Any complaint unresolved at step 3 may be submitted in writing by the teacher to the Board of Education.

5. Upon receipt of the written complaint, the Superintendent shall confer with all parties in interest as outlined in step 4 of the Grievance Procedure. If this procedure results in a complaint being resolved as having been resolved by the Grievance Procedure it will be processed according to Article 12.

BOARD POLICY

ACADEMIC FREEDOM

The Board recognizes that from time to time issues may arise in the normal course of study or classroom situation which may be considered sensitive issues.

The discussion of such issues in the classroom should be on an informative basis appropriate for the age and maturity of the class. The teacher should guard against giving his personal opinion on any sensitive issues but should encourage students to find, collect, and assemble factual material on a subject; to interpret the data without prejudice; to reconsider assumptions and claims and to reach their own conclusions.

The policy can best be described by listing 2 basic rights:

1. The right of the teacher to encourage study in an atmosphere free from bias and prejudice.
2. The right of the teacher to offer access to all relevant information freely available in the school or public library.

BOARD POLICY

ADVISORY INSTRUCTIONAL COUNCIL

An advisory instructional council shall be established and shall meet no later than September 30 of each school year. The purpose of the Council shall be to strengthen the education program through recommendations, research, implementation, and evaluation by the superintendent and the Council to best meet the needs of the students, the schools, and the community. The Council may consider advising the Board on such matters as curriculum improvements, teaching techniques, instructional organizational patterns, experimentation, extra curricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the district and educational specifications for buildings.

Curricula and instructional materials for the Wandell School shall be developed by the Superintendent, the Council and other staff members with a review by the Board of Education representative. Participation by a representative of the Home and School Association is invited to assure continued community understanding of all curriculum development.

ADMINISTRATIVE POLICY

Classroom Control and Discipline

When, in the judgment of a teacher, a student is by his (her) behavior seriously disrupting the instructional program to the detriment of the other students, the teacher may temporarily exclude the student from the classroom and refer him (her) to the Superintendent.

School Calendar

The President of the Association is to be given an opportunity to help develop and make suggestions to the projected school calendar before its adoption by the Board.

Teacher Assignment

Any change in teacher assignment will require advance notification from the Superintendent. Notice of all position openings within the school system will be displayed on the bulletin board in the general office as soon as possible.