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THIS BOOK DOES  
NOT CONTAIN ANY

AGREEMENT

between the

BOARD OF EDUCATION OF SOUTH BOUND BROOK

THE COUNTY OF SOMERSET, NEW JERSEY

and the

ROBERT MORRIS EDUCATION ASSOCIATION, INC.

1970 - 1971

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PREAMBLE

This Agreement entered into this 24th day of March, 1970 by and between the Board of Education of South Bound Brook, the Borough of South Bound Brook, New Jersey, hereinafter called the "Board", and the Robert Morris Education Association, INC., hereinafter called the "Association".

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for collective negotiation, as required by Chapter 303, Public Laws of 1968 of the State of New Jersey for classroom teachers who are under contract in positions requiring certification, including the school nurse.

ARTICLE II  
NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiation over a succession agreement in accordance with Chapter 303, Public Laws 746 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, be ratified by the Association, and be adopted by the Board.

B. 1. 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 counter proposals in the course of negotiations.

2. The Superintendent of Schools shall preside at all meetings. He may be called upon by either the Board or the Association to supply information, data, or advice. Upon request of either the Board or the Association, he may participate in any caucus held during the course of the meeting. He may be called upon by either party at any other time during his normal working hours to provide such information, data, or advice as is needed for the successful progress of these negotiations.

Article II - Negotiation Procedure (Continued)

- C. Unless stated otherwise in the context of this Agreement, all terms and conditions of employment currently in force shall continue to be applicable during the term of this Agreement. Nothing contained herein shall be interpreted so as to eliminate, reduce, nor otherwise detract from any teacher benefit existing prior to this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

Definition

Employees or the Association may file grievances concerning the interpretation, application or violation of policies, this Agreement, or administrative decision which result in personal loss, injury or inconvenience. However, no grievance shall be filed with respect to:

- A. Any by-law of the Board of Education which concerns the organization and structure of the Board, but does not concern conditions of employment.
- B. A complaint of a non-tenure teacher which arises by reason of his not being re-employed, provided the teacher has been evaluated in accordance with Board policy.

Article III - Grievance Procedure (Continued)

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of the time its occurrence becomes known to the employee.

Procedure

- A. 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
2. It is understood that employees shall during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- B. Any employee who has a grievance shall discuss it first with his principal (or immediate superior) in an attempt to resolve the matter informally at that level.

Article III - Grievance Procedure (Continued)

- C. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the principal with a copy submitted to the chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") specifying:
1. The nature of the grievance and date occurred.
  2. The nature and extent of the injury, loss or inconvenience.
  3. The results of previous discussions.
  4. His dissatisfaction with decision previously rendered.

The principal shall communicate his decision with reasons to the employee in writing within five (5) school days of receipt of the written grievance.

- D. The employee, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days.

Article III - Grievance Procedures (Continued)

The superintendent shall communicate his decision with reasons in writing to the employee and the principal.

E. If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) school days after receipt of the superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the superintendent of schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board or the employee, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the hearing with the employee, whichever comes later.

F. Within fifteen (15) school days after receiving a decision from the Board of Education, the aggrieved person, if not satisfied, may submit his grievance in writing to the Commissioner of Education. Decision is binding on all parties. (Title 18A:4-34)



Article III - Grievance Procedures (Continued)

General

- A. In the presentation of a grievance, the employee shall have the right to designate a representative of the Association to appear with him commencing with Procedure C.
- B. A minority organization shall not have the right to present or process a grievance.
- C. All documents, communications and records dealing with the grievance shall be kept in a file separate from the personnel file.
- D. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.
- E. If, in the judgement of the PR&R Committee, a grievance affects a group or class of teachers in one (1) school, the PR&R Committee may submit such grievance in writing to the principal directly and processing of such grievance shall be commenced at Level B.

Article III - Grievance Procedures (Continued)

If a grievance involves two or more schools, it shall be submitted in writing to the superintendent directly and processing of such grievance shall be commenced at level D.

- F. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest.

ARTICLE IV

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A", which is attached hereto and made a part hereof.

- B. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June.

Article IV - Salaries (Continued)

3. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.

4. Teachers shall receive their final pay checks on the last working day in June. The last working day will be that day when all required records have been completed to the satisfaction of the administrator.

Part time teachers will be placed on their proper step on the salary guide as per Board Policy passed February 12, 1969 and will be paid on a pro-rated basis.

Article IV. - Salaries (Continued)

SCHEDULE A

SALARY SCHEDULES

1970-71

<u>STEP</u>	<u>NON-DEG. NON-CERT.</u>	<u>BACHELOR'S DEGREE</u>	<u>MASTER'S DEGREE</u>	<u>MASTER'S PLUS 30</u>
1	\$ 5,900	\$ 7,400	\$ 8,000	\$ 8,300
2	6,150	7,700	8,300	8,600
3	6,400	8,000	8,600	8,900
4	6,650	8,300	8,900	9,200
5	6,900	8,625	9,225	9,525
6		8,950	9,550	9,850
7		9,275	9,875	10,175
8		9,600	10,200	10,500
9		9,925	10,525	10,825
10		10,250	10,850	11,150
11		10,575	11,175	11,475
12		10,900	11,500	11,800
13		11,250	11,850	12,150
14		11,600	12,200	12,500
15		12,000	12,600	12,900

Substitute: \$20.00 per day

The Board will pay 100% of the cost for courses for future study based on the cost of courses in the State Colleges with the approval of the administrator.

ARTICLE V

TEMPORARY LEAVES OF ABSENCE

As of the beginning of the 1970-71 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year. \*

A. A total of no more than four (4) days, only two of which may be personal. A person taking three (3) religious days is entitled to one personal day. Up to and including two (2) religious days will entitle the teacher to two additional personal days.

3 Religious - 1 Personal

0 Religious - 2 Personal

1 Religious - 2 Personal

2 Religious - 2 Personal

No more than two (2) personal days under any circumstances.

\* Part time teachers will be pro-rated as per Board Policy.

Article V - Temporary Leaves of Absence (Continued)

Application to the principal or administrator for personal or religious leave shall be made at least three days before taking such leave, except in case of emergency. The applicant for such leave shall be required to state if it is to be a personal or religious day.

- B. Up to one (1) day for the purpose of visiting other schools with the approval of the administrator as per Title 18.
- C. Time necessary for appearances in any legal proceeding contingent on Board approval.
- D. Up to three (3) days at any one time in the event of death or serious illness of a member of the teacher's immediate family. Additional time may be allowed at the discretion of the superintendent after formal request has been made.
- E. Teachers shall be granted up to one (1) day in the event of death of a teacher's second degree family, such as uncle, aunt, niece, nephew or in-laws.
- F. In the event of the death of a teacher or student in the South Bound Brook school district, the administrator of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

ARTICLE VI

SICK LEAVE

- A. As of September 1, 1970, all teachers employed shall be entitled to ten (10) sick leave days each school year. Unused sick leave shall be accumulated from year to year with no maximum limit.
- B. Non-accumulative additional sick leave benefits shall be allowed to teachers at the discretion of the Board.
- C. Part time teachers will be pro-rated as per Board policy.

ARTICLE VII

SABBATICAL LEAVES

- A. The Board of Education may grant sabbatical leaves of absence for one full year based upon the superintendent's recommendation, subject to the following conditions.
1. The teacher has completed at least seven (7) full school years of service in the South Bound Brook School District.

Article VII - Sabbatical Leaves (Continued)

2. If there is a qualified applicant, sabbatical leave shall be granted to one (1) eligible teacher at any one time.

3. Sabbatical leaves are to be used only for the purpose of education or education related travel.

4. Requests for sabbatical leave must be received by the superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent no later than November 15, and action must be taken on all such requests no later than January 1 of the school year preceding the school year for which the sabbatical leave is requested. Such requests must include a proposal clearly stating purpose of sabbatical.

5. A teacher on sabbatical leave shall be paid by the Board fifty percent (50%) salary for a full year of the salary he would have received if he had remained on active duty.

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

7. A teacher will be required to teach in South Bound Brook for two years immediately following his sabbatical leave.



Article VII - Sabbatical Leaves (Continued)

8. Should the request for sabbatical leave be refused, the teacher shall be given the reasons in writing, by the superintendent. Neither the refusal of requests nor the reasons given may be used as a grievance.

ARTICLE VIII

INSURANCE PROTECTION

A. As of the beginning of the 1970-71 school year, the Board, after agreement with the Association regarding appropriate insurance carriers, shall provide the healthcare insurance protection designated below. The Board shall pay the full premium for each teacher and twenty-five percent (25%) of premium for dependent coverage.

1. For each teacher who remains in employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the teacher and his dependents for the full twelve (12) month period.

2. The Board shall provide to each teacher a description of the healthcare insurance coverage provided under this ARTICLE.

ARTICLE IX

SUMMER SCHOOL HOME TEACHING AND FEDERAL PROGRAMS

- A. All openings for positions in the summer school, home teaching, federal projects, and other programs (including nonteaching positions in the school system for which teachers may be qualified and eligible) shall be publicized by the superintendent by placing notification in teachers mail boxes at the earliest possible date. All applicants will be notified of the decision. Home teaching openings shall be posted as they occur.
- B. Teachers employed in the South Bound Brook School district shall have priority to such assignments before appointment to applicants from outside the district.

ARTICLE X

TEACHER EVALUATION

- A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. A teacher shall be given a copy of any evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office,

Article X - Teacher Evaluation (Continued)

placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

- B. 1. A teacher shall have the right, upon request, to review the contents of his personnel file. Every five (5) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent or his designee every five (5) years and if, in fact, they are obsolete or otherwise inappropriate to retain they shall be destroyed.

2. No material derogatory to a teacher's conduct service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the superintendent or his designee and attached to the file copy.

3. The Board shall not establish any separate personnel file which is not available for the teacher's inspection.

Article X - Teacher Evaluation (Continued)

- C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to such complaint.
- D. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE XI

ADMINISTRATIVE COUNCIL

- A. The Administrative Council shall be made up of the superintendent, principal(s) and association representatives.
- B. The council shall meet when circumstances dictate during the school year to review and discuss current school problems and practices and the administration of this Agreement.

Article XI - Administrative Council (Continued)

- C. Recommendation of the council shall be forwarded to the Board for proper action.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be honored by the Board of Education and the Association for the duration of the Agreement.
- 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 and it can be opened for re-negotiations, but all other provisions or applications shall continue in full force and effect.
- C. Any teaching contract between the Board and an individual teacher hereafter executed, shall be subject and consistent with the terms and conditions of this Agreement. If the aforesaid teaching contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

Article XII - Miscellaneous Provisions (Continued)

D. Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association.

E. The Board retains all of its responsibility and authority to direct and manage the public schools under applicable laws and regulations, subject only to the limitations imposed by the language of this Agreement.

It is understood that teachers shall continue to serve under the direction of the superintendent of schools and in accordance with the Board and administrative policies, rules and regulations including those set forth in the Board approved Teachers' Code, as amended, (with teachers recommendation being considered) provided that the provisions of this agreement and applicable State laws and regulations shall supersede and prevail over any conflicting provisions.

No additions or changes to the teachers' code will be made without prior consent of the Association.

F. 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 all teachers now employed, or hereafter employed by the Board.

Article XII - Miscellaneous Provisions (Continued)

G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by written notice at the following addresses:

1. If by Association, to Board at Robert Morris School #1, 107 Elizabeth Street, South Bound Brook, New Jersey.

2. If by Board to Association to the home address of the current association president.

ARTICLE XIII

DURATION OF THE AGREEMENT

This Agreement shall be effective as of July 1, 1970 and continue in effect until June 30, 1971. Negotiations will commence no later than October 1 of each year for each successive agreement.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on date indicated unless extended by mutual agreement.

Article XIII - Duration of the Agreement (Continued)

The parties hereto have read the terms of this Agreement before signing the same and hereby agree that no statement, remark, agreement, or understanding, whether oral or written, not contained herein, will be recognized or enforced.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents attested by their respective secretaries, all on the day and year first written above.

SOUTH BOUND BROOK BOARD OF EDUCATION

By

*James J. [unclear]*  
President

By

*William W. [unclear]*  
Secretary

ROBERT MORRIS EDUCATION ASSOCIATION

By

*Ruth M. Evans*  
President

By

*Eleanor D. Foy*  
Chairman of  
Professional Negotiations