

Q-0001

NORTH BRUNSWICK BOARD OF EDUCATION

AND

SPECIAL SERVICES UNIT

AGREEMENT

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This Agreement entered into this _____ day of _____ 19_____, by and between the Board of Education of the Township of North Brunswick, New Jersey, hereinafter called the "Board", and the North Brunswick Special Services Department, hereinafter called "Special Services."

1. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable if any clause or provision herein contained shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law. It would not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

2. It is understood by all parties that under the rulings of the court of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

3. The parties agree to follow the procedures outlined in the Agreement and to use no other channels to resolve any question or proposal in this Agreement until the procedures within this Agreement are fully exhausted.

4. 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.

5. The duration of this Agreement shall be from July 1, 1972 through June 30, 1973.

ARTICLE I
RECOGNITION

The Board hereby recognizes the Special Services Unit representative for collective negotiation concerning the terms and conditions for certificated full time personnel under contract, as follows:

Psychologists

Social Workers

Learning Disability Specialists

ARTICLE II

NEGOTIATION PROCEDURE

The parties agree to comply with the requirements of Chapter 303, Public Laws of 1968.

- A. The parties agree to comply with the requirements of Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement. Such negotiations shall begin not later than October 1, of the calendar year preceeding the calendar year in which this Agreement expires.
- B. During negotiation, the Board and Special Services shall present relevant written data, exchange points of view and make proposals and counter proposals. The Board shall make available all public information of the North Brunswick school district.
- C. At the close of each negotiations session the parties will agree on an agenda for the next negotiation session. Either party may add to this agenda by written notice to the other party no less than five (5) days prior to the previously set negotiation session.
- D. All negotiations sessions between the parties shall be scheduled at least (5) days in advance, to take place when persons involved are free from professional responsibilities, unless otherwise agreed.

ARTICLE III

MEDICAL INSURANCE

The North Brunswick Board of Education for the 1972-73 school year will pay for every eligible employee according to his/her marital status:

100% of the cost of Blue Cross/Blue Shield/and Rider J single membership and family coverage.

100% of the cost of present Major Medical coverage.

Eligibility for Board payment:

For Blue Cross/Blue Shield, employees must work 24 or more hours per week.

For Major Medical Insurance, employees must work 15 or more hours per week.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definitions

1. A "Grievance" shall mean a complaint in writing by a department member (1) that there has been as to him a violation, mis-interpretation or inequitable application of any of the provisions of this Agreement. Except that the term "grievance" shall not apply to any matter as to which (a) a method of review is prescribed by law, or (b) the Board of Education is without authority to act or (c) a complaint of a non-tenure department member which arised by reason of his not being re-employed, (d) any matter which the Public Employees Relations Commission has ruled or has the power to rule. Nothing herein shall limit the right of department members to request a hearing or initiate a grievance in accordance with Board of Education policy #2330. As used in this definition, the term unit member shall mean also a group of unit members having the same grievance.
2. An "aggrieved person" is the person or persons claiming the grievance.
3. A "party in interest" is the person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken or order to resolve the grievance.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. An individual at any time may present grievances.

C. Rights of Unit Members to Representation

1. Any individual members of the Special Services Unit of the district shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his own grievance at any step or to designate a representative(s) of the department or other person of his own choosing to appear with him at any step after Level One.

D. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

ARTICLE IV
Grievance Procedure

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 and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.
3. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board or its agent to hold the proceedings during regular working hours, a department member participating in any level of the grievance procedure, with any representative of the Board, shall be released from the assigned duties without loss of salary.
4. Level One
A member of the unit with a grievance shall first submit it in writing to his immediate superior, with the objectives of resolving the matter informally. Forms for filing grievance and other necessary documents shall be prepared jointly by the Superintendent and Special Services and given appropriate distribution.
5. Level Two
If the aggrieved person has not received a written reply from Level One within five (5) school days and/or is not satisfied with the disposition of his grievance, he shall file a grievance in writing with the Superintendent of Schools within ten (10) school days after the filing of the grievance at Level One. If such notification is not received within the total ten (10) school day period, the grievance shall be considered as waived, and thereafter estopped from pursuing said claim.
6. Level Three
If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent of Schools, he may within five (5) school days after the decision of the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit in writing his grievance to the Board. The Board shall hold a hearing and render a decision within fifteen (15) school days after receipt of the grievance. If such notification is not received within a fifteen (15) school day period, the grievance shall be considered waived, and thereafter estopped from pursuing said claim.
7. Level Four
In the event that the grievance is not resolved, it shall be submitted to a mediator, mutually named by the Special Services Unit and the Board of Education.

ARTICLE IV
Grievance Procedure

8. In no case shall any grievance be permitted that has not been activated within the thirty (30) days following the inception of the act or event that alleged to have given rise to the grievance. This clause is intended to operate as a statute of limitation.

E. Limitation

1. An employee or groups of employees shall not have the right to refuse to follow an administrative direction or Board policy on the grounds that he has instituted a grievance.

F. Miscellaneous

1. All decisions rendered at Level Two and Three of the Grievance procedures shall be in writing and shall be transmitted promptly to all parties in interest.
2. 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 V

RIGHTS AND PRIVILEGES

- A. Whenever any representative of Special Services or any person is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- B. The Board agrees to furnish Special Services copies of the minutes of all public Board meetings, and new policies affecting the members of this unit.
- C. The Board reserves the right to afford rights and privileges within the scope of the law.
- D. Prior to negotiation of an agreement, Special Services shall furnish the Board with the names of its officers and the signed consent of its members stating the members' authorization to act as their representatives.
- E. In accordance with Chapter 303 Public Laws of 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Special Services Unit 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 order of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any person in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions or employment by reason of his membership in the unit and its affiliates, collective negotiation with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

No department member shall be disciplined or reprimanded for the record, reduced in rank or compensation without specific charges being placed against the individual in writing. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Any Board action regarding suspension shall take place within thirty (30) days of such suspension.

- F. Health insurance benefits shall not be less than those applying to other professional groups.

ARTICLE VI

TRANSPORTATION COMPENSATION FOR DEPARTMENT MEMBERS

A. Transportation

Itinerant department members who may be required to use their own automobile in the performance of their duties shall be reimbursed for all travel at the rate of twelve (.12¢) per mile for all travel done after the arrival at their first location and before the last assigned location at the end of the day. Such requests for travel reimbursement shall be documented

B. Transportation of Pupils or Parents

The Board shall reimburse each unit member involved in a school business related accident in amount not to exceed \$100 for expenses or losses for which they are not reimbursed under their personal insurance clause.

Department members shall not be required to use their personal vehicles to transport a student or parent until such time as full insurance coverage is provided by the Board.

ARTICLE VII

EMPLOYMENT

- A. Certification of department members is covered by Policy #4113 and regulations of the State Department of Education.
- B. Previously accumulated un-used sick leave days while in the system will be restored to all returning team members.
- C. Team members shall be notified of their contract and salary status for the ensuing year no later than May 1.
- D. The Board may require a medical examination at its discretion and at the Board's expense.

ARTICLE VIII

EVALUATION

- A.
 1. A Unit member shall have the right, upon request, to review the contents of his personnel file.
 2. Any material relative to a department member's conduct, service, character or personality shall not be placed in his personnel file unless the department member has had an opportunity to review such material. The department member shall also have the opportunity to submit a written answer to such material, and his answer shall be reviewed by the Superintendent of Schools or his designee and attached to the file copy.
 3. The Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents.
 4. The Board shall not establish any separate personnel file which is not available for the department member's inspection.
- B. Any complaints regarding a department member made to any member of the administration by any parent, student, or other person which are used in evaluating a department member shall be promptly investigated and called to the attention of the department member. The department member shall have the right to be present or represented at any meetings or conferences regarding formal complaints. The department member must respond to and/or rebut all complaints in writing.
- C.
 1. Prior to any evaluation report, the Director of Special Services shall have had appropriate communication with department members not limited to steps in Section b below, regarding their performance as unit members.
 - a. Such evaluation reports shall be addressed to the department member and a conference shall be held with the department member.
 - b. Such evaluation reports shall be written in narrative form and shall include, when pertinent:
 - (1) Strengths of the department member as evidenced during the period since the previous report.
 - (2) Weaknesses of the department member as evidenced during the period since the previous report.
 - (3) Specific suggestions as to measures which the department member might take to improve his performance in each of the areas wherein weaknesses have been indicated.
 - c. The Director of Special Services shall evaluate each unit member at least twice each contract year. These evaluations shall be accomplished by December 1 and March 1. Additional evaluations may be scheduled at the discretion of the director or as directed by the Superintendent.

ARTICLE IX

SICK LEAVE

- A. Each department member shall be allowed full pay for absence from duty for personal illness for eleven (11) days in any school year.

Un-used days of sick leave shall be accumulated by the department member to be used for additional sick leave as needed in subsequent years.

- B. Each department member shall be given a written accounting of accumulated sick leave days no later than September 30th of each year.
- C. After depletion of the members' sick day entitlement, any full time employee shall be granted upon Board approval the payment of the difference between their regular pay and the pay of the person or the average rate of pay of persons who substituted for them; such pay differential to be effective five (5) days after depletion of said sick pay to the end of the contract year.

ARTICLE X

TEMPORARY LEAVE OF ABSENCE

This article shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one year, and no un-used days shall be accumulative for use in another year.

1. Death in the immediate family

An allowance of up to three days shall be granted.

Definition: Immediate family shall include: husband, wife, mother, father, mother-in-law, father-in-law, child, sister, brother, grandfather, grandmother, or anyone making his or her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee. Additional time beyond the three days may be taken against any un-used personal leave from the three days of personal leave allowed under another policy of the Board.

2. Other emergencies of personal nature

An allowance of up to a total of three (3) days leave during a school year, with prior approval by the Superintendent of Schools for the following reasons:

- a. Serious illness in the immediate family
- b. Death of relative of the Second Degree
Definition: Uncle, Aunt, Niece, Nephew, Cousin or relative by marriage
- c. Observance of a religious holiday
- d. Court subpoena
- e. Moving
- f. Marriage of employee
- g. House closing
- h. Graduation of son, daughter, or spouse from Jr. High School, High School or College
- i. To receive a degree
- j. Death of a friend or relative outside the teacher's immediate family as previously defined
- k. Two days each year will be granted with prior approval of the Superintendent within the reasons listed and one day each year will be granted with prior approval without the need to specify the reason for the personal request.
- l. Any other emergency or urgent reason not included in 2a. to 2l. above if approved by the Superintendent of Schools or the Board of Education

Requests for personal leave should be submitted at least 48 hours in advance of the date of personal leave. Unit members acknowledge the need to abide strictly by the above guidelines in requesting personal days.

The Superintendent of Schools will have the right to waive this time requirement in case of emergency.

Requests to personal leave shall not be granted on days preceding or following a school holiday except in cases of emergency.

ARTICLE X

TEMPORARY LEAVE OF ABSENCE

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one year, and no un-used days shall be accumulative for use in another year.

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- i. To receive a degree (School or college)
- j. Death of a friend or relative outside the teacher's immediate family as previously defined.
- k. Two days each year will be granted with prior approval of the Superintendent within the reasons listed and one day each year will be granted with prior approval without the need to specify the reason for the personal request.
- l. Any other emergency or urgent reason not included in 2 a to 2 j above if approved by the Superintendent of Schools or the Board of Education.

Requests for personal leave should be submitted at least 48 hours in advance of the date of personal leave. Unit members acknowledge the need to abide strictly by the above guidelines in requesting personal days.

The Superintendent of Schools will have the right to waive this time requirement in case of emergency.

Requests to personal leave shall not be granted on days preceding or following a school holiday except in cases of emergency.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

A. The Board of Education shall consider the request of a tenure department member who applies for a leave of absence without pay for two years to teach in an accredited college or university without loss of tenure. This item covered by Policy #4153.

B. The Board is studying the report of Research Committee on Sabbatical Leave. If this Board study does not result in adoption of Board policy, this subject will be offered as a subject of negotiation during the 1971-72 school year for implementation in 1972-73 contract year.

C. Maternity Leave

Any department member or other employee under tenure and who becomes pregnant shall apply in writing for a leave of absence or submit her resignation in writing by the end of the third month of pregnancy. The leave of absence or resignation shall become effective no later than at the end of the fifth month of pregnancy.

The maternity leave shall extend for a period of at least six months from the date of delivery. The department member or other employee may return to her duties only at the beginning of a school year.

Any department member or other employee not under tenure and who becomes pregnant shall submit her resignation in writing no later than at the end of the third month of pregnancy. The resignation shall become effective no later than the fifth month of pregnancy.

The Board of Education reserves the right to advance the effective date of the leave of absence, resignation, or return to duty.

1. Any employee with tenure status adopting an infant pre-school child may receive a leave similar to that for maternity and which shall commence upon her receiving the actual custody of said infant, or earlier if necessary to fulfill requirements for adoption.

2. Following the birth of a child, any department member on maternity leave may apply to substitute in the North Brunswick school district.

D. A leave of absence without pay for one year may be granted to a tenure department member for the purpose of caring for a sick member of the immediate family as interpreted in Policy #4194. Additional leave may be granted at the recommendation of the Superintendent and the discretion of the Board.

E. Other leaves of absence without pay may be granted by the Board for good reason.

ARTICLE XII

SCHOOL CALENDAR

1. The Board of Education shall consult with the Special Services Unit before adoption of the school calendar.
2. The closing of schools shall be the prerogative of the Superintendent of Schools.
3. Changes in the school calendar to accommodate make-up days, shall be made after consultation with the Special Services Unit.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. The Board agrees to pay full reasonable expenses incurred in connection with workshops, seminars or conferences exceeding one day, as requested of and approved by Superintendent of Schools in consultation with the Director of Special Services.
2. To pay for the department members holding standard certification in his professional field, tuition costs and fees in an amount not to exceed three hundred dollars (\$300) per year. Applications and approvals shall be submitted in writing. Official transcripts will be required for reimbursement. Team members must receive a passing grade in this course work. Only courses directly related to his profession and/or graduate degree program shall be considered.

ARTICLE XIV

PROTECTION OF DEPARTMENT MEMBERS, STUDENTS AND PROPERTY

- A. Department members shall not be required to work under unsafe or hazardous conditions.
- B. 18A:6-1 - Corporal punishment of pupils

No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:

1. To quell a disturbance, threatening physical injury to others;
2. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
3. For the purpose of self-defense; and
4. For the protection of persons or property;

and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, by-laws, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

- C. 1. The Board shall give full support including legal and other assistance for any assault upon the department member while acting in the discharge of his duties.
- 2. 18A:30-2.1 Payment of sick leave for service connected disability.

Whenever any employee, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability.

ARTICLE XIV
PROTECTION OF DEPARTMENT MEMBERS, STUDENTS AND PROPERTY

- D. 1. Department members shall immediately report cases of assault suffered by them in connection with their employment to the Director of Special Services.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the department member for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the department member, the police and the courts.
- E. 18A:16-6 Indemnity of officers and employees against civil actions.

Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

18A:16-6.1 Indemnity of officers and employees in certain criminal actions.

Should any criminal action be instituted against any such person for any such act of omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

- F. Subject to prior approval by the Board and pursuant to Workmens' Compensation Laws of New Jersey, the Board shall reimburse a department member for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.

APPENDIX I

		<u>Contractual Salary</u>
The following salaries are agreed to for the 1972-73 school year:		
Psychologist - Mr. G. Ford	\$16,000 (less Rider J)	\$ 15,961.12
Learning Disability Specialist - Mrs. R. Olsen	\$15,550 (less Rider J)	15,511.12
Learning Disability Specialist - Mrs. E. Dougherty	\$11,550 (less Rider J)	11,511.12
Social Worker - Miss M. Gibelman	\$11,650 (less Rider J)	11,634.64

The Board of Education and Special Services Unit agree to a joint study, to be completed by November 30, 1972, of:

1. Merit procedures in determining salaries.
2. Equity of salary structure within professions represented in the Unit.

The study shall be conducted by a committee consisting of:

1. Two representatives of the Special Services Unit.
2. Two members appointed by the Board of Education.

APPENDIX IA

All unit members who have completed five (5) years of service with the district will receive a \$200 service bonus which will remain outside the salary guide. Such bonus will be in addition to their normal step on the salary guide.

AUTHORIZATIONS

This agreement was approved at a special scheduled meeting of the Board of Education on June 27, 1972 by a 7 to 0 roll call vote.

ON THIS 12th DAY OF July 1972.

For the North Brunswick Board of Education:

Christine Krauss
Christine Krauss, Board President

Maurice E. Meloon
Maurice E. Meloon, Board Secretary

For the Special Services Unit:

Gerald Ford
Gerald Ford