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Mr. Kenyon

THIS BOOK DOES  
NOT CIRCULATE

WORKING AGREEMENT

BETWEEN

THE HIGH BRIDGE BOARD OF EDUCATION

AND

THE HIGH BRIDGE TEACHERS' ASSOCIATION

1970-71

AGREEMENT ON  
PROFESSIONAL NEGOTIATIONS  
between  
HIGH BRIDGE BOARD OF EDUCATION and  
HIGH BRIDGE TEACHERS' ASSOCIATION

Negotiated: \_\_\_\_\_

Adopted by Board of Education: \_\_\_\_\_

Adopted by Teachers' Association \_\_\_\_\_

PREAMBLE

The Board of Education of High Bridge, New Jersey and the High Bridge Teachers' Association do hereby agree that the educational welfare of the children of High Bridge Public Schools is paramount in the operation of the schools.

## ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all teachers, and school nurses under contract or on leave.

B. Unless otherwise indicated, the term "teachers" when used in this agreement shall refer to all classroom teachers, nurses and specialty teachers, and references to male teachers shall include female teachers.

## ARTICLE II

NEGOTIATION PROCEDURE

A. The Board and Association agree to begin negotiations for a new agreement not later than October 1, 1970.

B. Representatives of the Board of Education and the Association's negotiating committee shall meet when necessary, but normally not more than four times a year for the purpose of reviewing the administration of current agreement, and to receive problems that may arise. In case of necessity, the Board of Education and the Association may request additional meetings. Meetings will be held on dates, and at time, decided by mutual agreement of both parties concerned. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering the matters they wish to discuss.

## ARTICLE III

TEACHERS' RIGHTS & PRIVILEGES

- A. Nothing contained in this agreement shall be construed to restrict or deny to any teacher such rights and privileges as he may have under New Jersey school laws or other applicable laws and regulations.
- B. No teacher shall suffer any repercussions because of his participation in any activities of the association or its affiliates.
- C.
1. Whenever any teaching staff member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview.
- D. The teacher shall maintain the right and responsibility to determine students' grades within the grading policy of the High Bridge Schools provided that he has taught from the basic course of studies and any other available criteria pertinent to his subject area.

## ARTICLE IV

SALARIES

A. This salary guide for the High Bridge Public Schools recognizes two fundamental principles:

1. Equal pay for men and women with the same training, experience, and rating.
2. Equal pay for elementary and secondary teachers - training, experience and rating equal.

B. Objectives of the salary schedule are:

1. To bring to the schools qualified teachers.
2. To encourage professional growth in service for all teachers.
3. To make possible the retention of a high percentage of good teachers.
4. To serve as a means of recruiting its fair share of superior young men and women for the teaching profession.
5. To encourage teachers to perform their important service at a high level of efficiency and devotion.
6. To encourage teachers to recognize teaching as a permanent full-time profession.
7. To establish and maintain a high morale in the teaching personnel, making it possible for the teachers to provide for their recognized financial necessities, including savings, and to enable them to have a satisfactory social and cultural life.

C. Classification - The classification of the High Bridge Public Schools Salary Guide shall be the same as those that were approved and adopted in Feb. 1969.

1. Non-degree nurses and teachers.
2. Bachelors Equivalent or 128 credits.
3. Teachers with a Bachelors Degree.
4. Teachers with a Masters Equivalent or a Bachelors Degree plus 30 graduate credits.

5. Teachers with a Masters Degree.
6. Teachers with a Masters Degree in their field.
7. Masters plus 30 credits or Doctors Equivalent.

#### D. Adjustments

1. **Military Services:** Teachers having spent time in military service will receive credit for such experience up to four years of active duty. (They must have a minimum of 90 days of active duty.)
2. **Training Level Transfer:** Transfer of a teacher from one classification to another must be preceded by assurance (with proper records) that he or she has completed the necessary courses or equivalents and received the necessary credits. (1) It is the responsibility of each teacher to keep the record of credits up to date in the office of the Supt. (2) Only the duly attested transcript from the college or educational institution is accepted in the filing of credits.
3. **In-Service Credits:** A teacher under contract to High Bridge School, who earns additional semester credits in courses which are approved by the Supt. and the Board will be reimbursed for tuition up to the amount of \$200 in any one fiscal year.

#### E. For courses taken reimbursement shall be as follows:

1. Fall courses - February
2. Spring courses - June
3. Summer courses - September, provided they return to our schools.

#### F. Substitutes

1. The practice of using a regular teacher as a substitute is undesirable, and should be discouraged except in an emergency as determined by the administrator.

#### G. Bedside Instruction

1. Tutors and bedside instructors shall be selected from volunteer teachers and shall receive \$6.50 per hour.

#### H. General Provisions

1. The salaries of all teachers covered by this agreement are set forth in the salary schedule which is attached hereto and made a part hereof. Nothing in this guide shall limit the action of the Board from making special allowances for equivalent experience.

2.

a. Teachers shall be paid in twenty (20) equal semi-monthly instalments on the fifteenth and last day of each school month.

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

c. Teachers may individually elect to have a percentage of their monthly salary withheld from their pay.

These funds shall be paid to the teacher on the final payday in June.

d. Teachers shall receive their final checks on the last working day in June.

## ARTICLE V

## TEMPORARY LEAVES OF ABSENCE

## A. Absences on account of death in the family

In case of death of member of the immediate family (immediate family here used means parent, wife or husband, brother, sister, own children, mother-in-law, father-in-law, and grandparents) of any teacher, or the death of a relative who lived in the home of the teacher for sometime preceding the death, such teacher shall be excused, without loss of pay, for a period not to exceed four school days.

## B. Absence on account of personal business

Absence under this regulation shall be without loss of pay, providing such absence does not exceed two days in any school year. All absences to have prior approval of the Supt. Such approval shall not be unduly denied.

## C. Absence on account of court subpoena

A teacher who shall have been required to attend a court of law by reason of having been served with a subpoena, shall be excused from school without loss of pay on account of attendance at court.

## D. Quarantine

Teachers absent from school by reason of a quarantine by the Board of Health shall not suffer deduction in pay because of such action.

## E. Absence on account of illness

1. In case of absence from school on account of personal illness, a teacher shall be allowed full pay for ten days absence during the school year. If a teacher shall have been absent on account of personal illness less than ten days during a school year, the difference between ten days



and the number of days a teacher shall have been absent on account of personal illness without loss of pay in any school year shall be cumulative and the number of days a teacher may be absent on account of personal illness during a school year shall be ten days plus the accumulated days of previous years.

2. If the absence, under circumstances described in E-1, exceeds the annual leave and the accumulated leave, the Board of Education will pay each day's salary less the pay of a substitute for a period of four days per year, but not to exceed a total of 20 days for five years in the district. A day's salary is defined as 1/200 of the annual salary.

3. The Board shall require a teacher to furnish a physician's statement certifying to personal illness extending beyond five days, certifying to absence on account of personal illness. Statements certifying to absence on account of personal illness shall be made on official forms prepared by the Supt. and shall be kept on file. The Board shall require a physician's certificate to be filed with the Supt. of Schools.

F. The Supt. may, at his discretion, allow teachers to attend educational meetings without loss of pay or deduction from sick leave if in his opinion it is desirable.

G. Observances of religious holidays shall be as prescribed by New Jersey State Law.

H. Any teacher called for two weeks of active duty for military training shall be paid in accordance with Chapter 351 of the New Jersey Laws of 1953.

ARTICLE VI  
TEACHER ASSIGNMENT

A. All teachers shall be given tentative written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year, not later than May 31st.

ARTICLE VII  
FACULTY ADVISORY COMMITTEES

A. Faculty Advisory Committees shall be established in each school to work cooperatively and constructively with the school principal and the Board of Education, for the purpose of improving the school system. The Committee shall be chosen by the Association and shall meet at the discretion of the Chairman. Agenda of meetings will be given at least three (3) days in advance and all recommendations and disposition shall be in writing and shall be presented to the Board and Association. The Committee in each shall consist of three (3) members.

## 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. Teachers shall be evaluated by a person who is certified by the N. J. State Board of Examiners to supervise instruction.
3. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators after a conference is held.
4. The teacher may submit a written comment on the evaluation form.
- B. 1. Evaluation shall be conducted and subsequent reports filed for tenure and non-tenure teachers on a regular basis.
- a. Tenure - at least two (2) annually.
- b. Non-tenure - at least four (4) annually.
2. Such reports shall be addressed to the teacher.
3. Such reports shall be written and shall include:
- a. Strengths of the teacher as evidenced during the period since the last report.
- b. Weaknesses of the teacher as evidenced during the period since the previous report.
- c. Specific suggestions as to measure which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
- C. 1. Teachers shall be promptly informed when any complaint about said teacher is made to any member of the administration by any parent, student or other person if these complaints are to be used in the evaluation

EXTENDED LEAVES OF ABSENCE

- A. Extended leaves of absence for other than maternity reasons may be granted by the Board of Education.
- B. A teacher, under tenure, may request a maternity leave without pay and said leave shall be granted. Length of maternity leave shall not exceed one year.

## ARTICLE X

INSURANCE PROTECTION

- A. The Board of Education shall provide a health-care insurance protection designated below. The Board of Education shall pay the full premium for each teacher. Where the family plan is involved, the teacher shall be responsible for additional premiums.
  - 1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve months' period commencing September 1st. and ending August 31st.; when necessary, premiums in behalf of the teacher shall be made retro-actively or prospectively to assure uninterrupted participation and coverage.
  - 2. Provisions of the health-care program shall be detailed in master policies and contracts agreed upon by the Board of Education and the Association and shall include: A. Blue Cross, B. Blue Shield, C. Major Medical, D. Rider J.

## ARTICLE XI

BOOKS AND OTHER INSTRUCTIONAL  
MATERIALS AND SUPPLIES

- A.
  - 1. Prior to budget preparation teachers shall request, for the following school year, instructional materials and equipment necessary to properly fulfill their teaching responsibilities.
  - 2. Once the request has been acted upon by the Board, the results will be made known in writing to each teacher by April 1st.
- B. New teachers shall be given a list of all items ordered for their predecessor. It will be the responsibility of the teacher to notify the office of any discrepancy of materials ordered and received.

## ARTICLE XII

## MISCELLANEOUS PROVISIONS

- A. If any provision of this agreement is or shall at any time be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law.
- B. In the event that any provision of the agreement is or shall at any time be contrary to law, all other provisions of the Agreement shall continue in effect.
- C. The Board of Education reserves to itself sole jurisdiction and authority over matters of policy and retains the rights, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations, (1) to direct employees of the school district, (2) to hire, promote, transfer, assign, and retain employees in positions within the school district, and, for just cause, to suspend, demote, discharge, or take other disciplinary action against employees, (3) to relieve employees from duties because of lack of work or for other legitimate reasons, (4) to maintain the efficiency of the school district operations entrusted to them, (5) to determine the methods, means and personnel by which such operations are to be conducted, and (6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. Where policies have been or shall be adopted by the Board of Education in any or all of these areas, questions and issues arising thereunder shall be subject to the High Bridge Board of Education Grievance Procedure. In the absence of existing policy the parties may initiate negotiation proceedings toward adoption of policy, but no grievances may be processed hereunder until the adoption by resolution of the Board of Education of such policy.
- D. Upon written request the Association may be granted permission by the building principal to use a classroom for meetings.

## ARTICLE XIII

## POLICY ON BOARD-STAFF RELATIONSHIPS

## Policy Statement:

The High Bridge Board of Education and the High Bridge Teachers' Association recognize that a wholesome school atmosphere is conducive to good education. We believe that a large part of that atmosphere is created when a feeling of satisfaction and trust exists among school personnel and the Board.

The Board of Education and the staff have a joint responsibility in establishing the climate which is most favorable to education within the community.

The Board believes that such a relationship can exist when the legal responsibilities of the Board are understood and when channels for communication are established.

Realizing that grievances are likely to develop among staff members in any organization, it is essential that provision be made for quick and just redress of said grievances in a manner which shows consideration for the mutual welfare of the aggrieved and the educational enterprise.

In line with the above, the Board philosophy subscribes to the following basic principles governing Board-Staff relationships.

1. Legal responsibility for education is vested in the local Board of Education and this cannot be delegated or shared.

2. Article I, Section 19, the N. J. Constitution guarantees that personnel in public employment shall have the right to organize and present their proposals or grievances through their duly chosen representatives.

3. In the development of policies that affect personnel, the Superintendent, as chief administrative officer of the Board of Education,

shall provide channels so that the Board is informed of staff ideas and feelings while such policies are still in the planning stage.

4. The teacher (s) is assured freedom from any prejudicial action as a result of presenting grievances.

#### IMPLEMENTATION OF POLICY

##### A. Grievance Procedure

###### 1. Definitions

(a) A "grievance" is a claim based upon an event or condition which affects the welfare or working conditions of a teacher or group of teachers.

(b) 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.

(c) "The Association" shall refer to the High Bridge Teachers' Association.

(d) "The Board" shall refer to the High Bridge District Board of Education.

##### B. 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.

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 should 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. LEVEL ONE

A group or teacher with a grievance shall first discuss it with his principal either directly or through his school representative in an attempt to solve it informally.

### 4. LEVEL TWO

In the event the aggrieved is not satisfied with the disposition at level one, or if no decision has been rendered in five (5) school days after presentation, the aggrieved shall file the grievance in writing within 10 days after his informal meeting with the Principal.

The Principal shall meet with the aggrieved and/or the Association representatives for formal hearing and discussion, and render a decision in writing within three (3) school days.

### 5. LEVEL THREE

In the event the aggrieved is not satisfied with the disposition at level two, or if no decision has been rendered in five (5) school days after presentation, the aggrieved shall file the grievance in writing with the Superintendent within 10 school days after his meeting with the Principal.

The Superintendent shall meet with the aggrieved and/or the Association representatives for formal hearing and discussion, and render a decision in writing within three (3) school days.

### 6. LEVEL FOUR

If the grievance is not resolved to the teacher's satisfaction, by no later than five (5) school days after receipt of the Superintendent's decision, he 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 within 5 school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the teacher, hold a hearing with the teacher and render a decision in writing with reasons within 35 calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

7. LEVEL FIVE

No claim by a teacher shall constitute a grievable matter beyond level four or be processed beyond level four if it pertains to

- (a) any matter for which a detailed method of review is prescribed by law,
- (b) any rule or regulation of the State Commissioner of Education but not to the violation, misinterpretation, or misapplication of such a rule or regulation,
- (c) any by-law of the Board of Education pertaining to its internal operation or
- (d) any matter which according to law is beyond the scope of Board authority.

If the decision of the Board does not resolve the grievance to the satisfaction of the teacher and the teacher wishes review by a third party, he shall so notify the Board through the Superintendent within (10) ten school days of receipt of the Board's decision. A teacher in order to process his grievance beyond level four must have his request for such action accompanied by the written recommendation for such action by the Association.

Procedure for securing the services of an arbitrator

The following procedure will be used to secure the services of an arbitrator:

- a. A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. If the parties are unable to determine a mutually satisfactory

arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

c. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

d. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within (30) days of the completion of the arbitrator's hearings.

e. The costs for the services of the arbitrators including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association.

C. Rights of Teachers to Representation

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

2. Any aggrieved person or persons may be represented at all stages of this grievance procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer of any other teacher organization other than the Association, N. J. E. A. or N. E. A. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of this grievance procedure.

#### D. Miscellaneous

1. If in the judgement of the Association a grievance affects a group or class of teachers, the Association committee may submit such a grievance in writing directly to the Principal and the processing of such grievance shall be started at Level Two.
2. Decisions rendered at Levels One, Two, Three, and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be promptly transmitted to the aggrieved and his representative.
3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from their personnel files of participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared and distributed by the Superintendent so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives.

ARTICLE XIV  
CO-CURRICULAR COMPENSATION

A. To encourage full participation and true spirit of organization, all co-curricular advisorships, including class advisors and coaches, shall be on a voluntary basis, and shall be compensated according to the following schedule.

B. The following categories shall be compensated at the following rate for the school year 1970-71:

Audio-Visual	\$115
Class Advisor-12th gr.	115
Drama Coach	230
School Treasurer	230
Student Council	86.25
Yearbook	115

SPORTS

Athletic Director	\$345
Boys' Soccer	345
Boys' Basketball	460
Boys' Basketball JV	345
Boys' Baseball	345
Girls' Hockey	230
Girls' Basketball	230

C. Volunteers who do not perform their duties shall forfeit compensation.

D. Teachers are to be employed for co-curricular advisorships by written addendum to contract.

## DURATION OF AGREEMENT

A. This agreement shall become effective beginning July 1, 1970.

Both parties agree that all articles of this agreement have been agreed upon and will not be reopened for a period of one (1) year.

B. In witness whereof the Association has caused this agreement to be signed by its president and secretary and the Board of Education has caused it to be signed by its president, attested by its secretary, and its corporate seal to be placed hereon, all on the day and year first above written.

HIGH BRIDGE TEACHERS' ASSOCIATION

By: Mary Ann Weiblenhorst  
President *HR*

By: Ruth E. Alpaugh  
Secretary *HR*

HIGH BRIDGE BOARD OF EDUCATION

By: Paul Herkinson  
President *HR*

By: H. Henry Penyon  
Secretary

Signed this 20th day of January 19 70.