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THIS BOOK DOES
NOT CIRCULATE

TEACHERS AGREEMENT

This agreement entered into this 12th day of October, 1971, by and between the BOARD OF EDUCATION of the Buena Regional School District of Atlantic County, hereinafter referred to as the BOARD and the BUENA REGIONAL EDUCATION ASSOCIATION, hereinafter referred to as the ASSOCIATION.

W I T N E S S E T H:

In consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Term. The term of this Agreement shall be July 1, 1971, to June 30, 1973.

2. Recognition. The BOARD recognizes the ASSOCIATION as the exclusive representative so long as it continues as the majority representative for collective negotiations concerning the terms and conditions of employment of the following employees: classroom teachers, guidance counsellors, librarians and school nurses, but not the superintendent, school principals, or any other employees of the BOARD.

3. Definitions. Unless otherwise indicated, the term "employees" when hereinafter used in this agreement, shall refer only to those employees represented by the ASSOCIATION for negotiations as described in paragraph 2 above.

4. Negotiation of Successor Agreement. Provided that ASSOCIATION continues to be the majority representative, the parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in 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 negoti-

ated shall apply to all teachers, be reduced to writing, be signed by the BOARD and the ASSOCIATION, and be adopted by the BOARD.

5. Grievance Procedure.

a. Definition.

A "grievance shall mean a complaint by an employee of the public school system that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of an established policy governing employees except that the term "grievance" shall not apply to (a) any matter for which a method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any matter which according to law is either beyond the scope of BOARD authority or limited to unilateral action by the BOARD alone; (d) a complaint of a non-tenure teacher which arises by reason of his not being re-employed or dismissed; (e) or a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated by the employee within 30 calendar days of its occurrence.

b. Procedure.

(1.) (a) Failure at any step of this procedure to communicate the decision of 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.

(b) 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.

(2.) Any employee who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable), in an attempt to resolve the matter informally at that level.

(3.) If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, he shall set forth his grievance in writing to the principal specifying:

- (a) The nature of the grievance.
- (b) The nature and extent of the injury, loss or inconvenience.
- (c) The results of previous discussions.
- (d) His dissatisfaction with decisions previously rendered.

The principal shall communicate his decision to the employee in writing within 3 school days of receipt of the written grievance.

(4.) The employee, no later than five 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 10 school days. The Superintendent shall communicate his decision in writing to the employee and the principal.

(5.) If the grievance is not resolved to the employee's satisfaction, he, no later than five 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 hold a hearing with the employee and render a decision in writing within 30 calendar days of receipt of the grievance by the BOARD or of the date of the hearing with the employee, whichever comes later.

(6.) (a) If the employee is dissatisfied with the decision of the Board of Education and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Teachers Association, the employee or the Teachers Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two weeks after the decision, in writing, of the Board of Education was made known.

(b) Such request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's recommendation.

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

(i) A joint 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.

(ii) 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.

(iii) If the parties are unable to determine, within 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 binding. Only the BOARD and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitrator's hearings.

(e) Costs.

(i) Each party will bear the total cost incurred by themselves.

(ii) The fees and expenses of the arbitrators are the only costs which will be shared by the two parties and such costs will be shared equally.

(iii) If time is lost by an employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.

6. Notice of Disciplinary Hearings and Hearings Affecting Evaluation. Whenever tenured employee shall be required to appear before the BOARD, a Board Committee or the Superintendent with respect to a disciplinary proceeding, the purpose of which is to deny a salary increment to or to discharge from employment the employee, such employee shall be given written notice of the proceeding and its purposes and shall be entitled to have representation by an ASSOCIATION representative.

If any grievance is made by any person which may affect the evaluation of a teacher, the following shall be done: (a) the

principal or immediate superior of the teacher shall meet with the teacher and apprise him of the nature of the complaint and attempt to resolve it within the framework of the student grievance procedure, (b) the teacher may be present at each step of the procedure and shall have the right of representation by counsel and/or an appropriate teacher's organization, and (c) nothing herein shall limit the teacher's right to file a grievance under the teacher's grievance procedure.

7. Employee and Association Privileges.

a. Employees shall have the privilege to wear pins and other identification of membership in the ASSOCIATION or its affiliates.

b. A tentative school calendar shall be presented by the Superintendent to the ASSOCIATION for recommendation at least one month prior to final adoption by the BOARD.

c. By April 30th the ASSOCIATION shall be notified by the Superintendent of tentative salaries of employees for the ensuing school years, and nontenured employees shall be notified in writing by the Superintendent with respect to the tentative renewal or nonrenewal of their contract for the ensuing school year, (by April 30th). Nothing in this paragraph shall affect the right of the BOARD to refuse to renew the contract of or to dismiss nontenured employees.

8. Personal Leave Policy.

a. Each employee shall be entitled to 10 accumulative sick days per year.

b. Each employee shall be entitled to three noncumulative days leave with pay for sickness in the immediate family necessitating the personal attendance of the employee.

c. Each employee shall be entitled to three noncumulative days leave with pay for death in the immediate family.

d. Each employee shall be entitled to three noncumulative days leave with pay for emergencies of a personal nature,

with prior approval of the Superintendent, which emergencies shall include legal business, religious holidays, medical matters, marriage or graduation of employee or member of employee's immediate family, attendance at a funeral of a friend or relative or other urgent personal matters.

e. For the purposes of paragraphs 8 b., c., and d. the words "immediate family" shall mean: parents, guardians, brothers, sisters, spouse, children and grandparents of the employee or employee's spouse, grandchildren of the employee and aunt and uncle of employee, and any other relative of employee residing as a member of the household of employee.

f. The total leave permitted to each employee under paragraphs 8. b. through d. above shall not exceed seven noncumulative days during the term of this Agreement.

g. Each employee shall be entitled to one day noncumulative leave with pay for professional improvement provided prior approval is given by the Superintendent.

h. The President of the ASSOCIATION or his delegate shall be entitled to one day noncumulative leave with pay for the purpose of transacting ASSOCIATION business.

9. Notice of Teacher Assignments. All teachers shall be given written notice of their class and/or subject assignments, building assignments, duties and room assignments for the forthcoming year not later than August 1st. A list of said schedules and assignments shall be simultaneously sent to the ASSOCIATION.

In the event that changes in such schedules, class and/or subject assignments, building assignments, duties or room assignments are made after August 1st, the ASSOCIATION and any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent or his representative and the teacher affected and at his option a representative of the ASSOCIATION.

10. Salary.

a. Employees shall be paid bimonthly throughout the term of this contract. When a pay day falls on, during or immediately following a school holiday, vacation, summer recess or weekend, employees shall be paid on the last previous working day.

b. Employees working on a ten month basis may elect to have ten per cent of their monthly salary withheld, which funds shall be deposited on behalf of each such employee in one total sum to a bank designated by ASSOCIATION.

c. Subject to the wage freeze, the salaries of all employees covered by this Agreement are set forth in Schedule A attached hereto. Each employee shall be placed on his proper step of the salary schedule as of the beginning of the 1971-72 school year. Teachers employed 90 teaching days or more during any school year shall be given one year credit toward increment step on the salary guide. Teachers employed less than 90 days during any school year shall not be given one year credit toward increment step on the salary guide.

d. Employees in the armed forces of the United States shall, upon presentation of their military discharge to the Superintendent, receive up to a maximum of four years credit on the salary schedule for time served in the said armed forces.

e. Credit up to the maximum step of any salary level on the teacher salary schedule may be given for previous teaching experience upon initial employment.

f. Employees shall receive an additional increment of \$100.00 to be added to their salary at the completion of the fifteenth, twentieth, twenty-fifth and thirtieth years of service in the Buena Regional School District or in any public school of any constituent municipality of the District.

11. Teaching Hours.

a. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. They may be required to sign in and out but they shall not be required to "clock in or clock out" by hours and minutes.

b. Teachers shall have a daily duty-free lunch period of at least one-half hour in the elementary schools and a time equivalent to one (1) teaching period in the Dr. J.P. Cleary Junior High School.

c. A committee shall be formed by September 15th of each year consisting of the Superintendent, the School Bus Coordinator, the school principals and an equal number of teachers designated by the ASSOCIATION representing the various schools. The committee shall meet before October 1st of each school year to discuss arrival and departure times for students, busses and teachers. The committee shall report to the BOARD at its October regular meeting and make recommendations to the BOARD concerning such arrival and departure times. The BOARD will hear the opinions of the various committee members and will take any action it deems necessary. Such action shall be reduced to writing and signed by the parties each year.

12. Class Size. The BOARD recognizes the desirability of equalizing the number of students in each classroom as may be consistent with the BOARD'S financial obligations and its obligation to minimize transportation problems and to provide for proper racial balance.

13. Specialists.

a. The BOARD and the ASSOCIATION recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program; therefore, teachers are invited to recommend to BOARD areas in which specialists are needed.

14. Transfers and Promotions.

a. Voluntary Transfers.

No later than April 1st of each school year, the Superintendent shall deliver to the ASSOCIATION and post in all school buildings a list of the known vacancies which shall occur during the following school year.

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than May 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

As soon as practicable, the Superintendent shall notify teachers who have been reassigned or transferred and state the nature of such reassignment or transfer.

b. Involuntary Transfers.

The BOARD recognizes that involuntary transfers of teachers may affect teacher morale and performance and that they should be avoided unless the BOARD deems them necessary. The BOARD may consider factors such as the availability of other qualified personnel to fill the position, a teacher's area of competence, major or minor field of study, length of service in the Buena Regional School District, length of service in the particular school building, and other relevant factors. Teachers involuntarily transferred or reassigned shall be notified thereof as soon as practicable. Any teacher proposed for a transfer shall have the right to confer with the Superintendent and, if not satisfied, with the BOARD. The BOARD'S decision shall be final.

c. Promotions.

All vacancies in promotional positions caused by death,

retirement, discharge, resignation, or by the creation of new promotional positions shall be filled according to the following procedure:

(1.) Such vacancies shall be adequately publicized including a notice in every school as far in advance of the date of filling such vacancy (at least 30 days in advance and in no event less than 10 days in advance. In addition, the Superintendent may concurrently publicize the position outside the school district.

(2.) Said notice of vacancy shall clearly set forth the qualifications for the position. Standards of qualifications must be consistent with the position.

(3.) Teachers who desire to apply for such vacancies shall file their applications in writing with the office of the Superintendent within the time limit specified in the notice.

(4.) Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisory level, including but not limited to positions such as assistant superintendent, administrative assistant supervisor, principal, vice principal, assistant principal, department chairman, counselor, grade level chairman, instructional specialist coordinator and any assignment to which an honorarium is attached.

(5.) All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex, or marital status.

(6.) Vacancies which arise during July and August shall be posted in the BOARD office and a copy forwarded to the ASSOCIATION president.

(7.) Interim appointments to vacancies (not exceeding three months) may be made at the discretion of the Superintendent of Schools and/or the BOARD. It is to be clearly

understood that such appointments are temporary in nature and will be void upon selection of personnel in accordance with the policy established above. At no time may the experience gained from such an interim appointment be used as a qualification for filling such position.

15. Teacher Evaluation. Teachers shall be evaluated only by persons certified by the State of New Jersey to supervise instruction.

Teachers shall be given a copy of their rating or any other written evaluation of their work prepared by their superiors. A conference between teachers and evaluator will be scheduled to discuss such reports.

Reports will be kept by the building principal and will include when pertinent:

- a. Strengths of the teacher as evidenced during the period since the previous report.
- b. Weaknesses of the teacher as evidenced during the period since the previous report.
- c. Specific suggestions as to measures which the teacher might take to improve his performance, particularly in each of the areas wherein weaknesses have been indicated. Such supervisory reports are to be provided for non-tenure teachers not less than three (3) times each year, the first not later than November 30th, the second not later than January 30th; and the third not later than March 30th; and for tenure teachers, twice a year; the first not later than December 22nd, the second not later than May 1st.

16. School Facilities. Consistent with the financial ability of the District and the character of school facilities, the BOARD will attempt to provide adequate storage facilities in each classroom as well as facilities for teachers lounges in buildings where the same now exist. Teachers are requested to

notify the BOARD in writing concerning any problems encountered with respect to the adequacy of school facilities.

Teachers requiring special clothing shall present a request to BOARD in writing and the BOARD shall consider the same promptly and either grant or deny the request.

17. Leaves of Absence.

a. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment, or to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.

b. A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Said teacher shall be placed on maternity leave without pay effective four (4) months prior to the anticipated date of birth of the child and shall terminate no more than twenty-four (24) months after the birth of the child. A teacher may return only at the beginning of an academic school year; except upon the request of the teacher and with the recommendation of the Superintendent and the approval of the BOARD, a teacher may leave at a later date or return at an earlier date than provided herein.

c. Other leaves of absence without pay may be granted by the BOARD for good reason.

d. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section a., b., and c. of this ARTICLE, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure unless otherwise provided by the BOARD prior to the commencement of the leave or unless required by law.

e. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated

sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and wherever possible he shall be assigned to the same or a substantially equivalent position which he held at the time said leave commenced.

f. All grants, extensions or renewals of leaves shall be applied for in writing, and if granted be in writing.

18. Administrative Duties and Discipline. A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel shall be reduced to writing and presented to the ASSOCIATION as soon as practical.

When, in the judgment of a teacher, a student requires the attention of the principal, counselor, psychologist, physician or other specialist, he shall so inform his principal or immediate superior.

When, in judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may refer him to the principal.

19. Insurance Protection.

a. The BOARD shall provide each employee, on request, full single Blue Cross, Blue Shield, Rider J and Major Medical under the State Plan for 1971-72. For 1972-73 the BOARD will provide the same or will pay 50% of full family coverage if requested.

b. The BOARD shall provide standard nonownership insurance coverage for employees using their personal automobiles on school business at the request of the BOARD. The Administration, principals, teachers in charge and employees shall be entitled to reimbursement for such use at the rate of \$.10 per mile travelled.

c. Employees shall not use their personal automobiles on school business unless they personally have liability insurance on such automobile in force in the minimum amount of \$10,000.00 per person, \$20,000.00 per accident for personal injuries and \$5,000.00 per accident for property damage.

20. Deduction of Association Dues. The BOARD agrees to deduct from the salaries of its teachers dues for the Buena Regional Education Association, the Atlantic County Education Association, the New Jersey Education Association and the National Education Association if a teacher individually and voluntarily authorizes the BOARD. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15,9e) and under rules established by the State Department of Education. Said monies together with a summary of deductions and of any corrections of deductions shall be transmitted to the treasurer of the Buena Regional Education Association by the 15th of each month following the monthly pay period in which deductions were made. The ASSOCIATION treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name: _____ Soc. Sec. No. _____

School Building _____ District: _____

To: Disbursing Officer - Buena Regional Board of Education.

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

therefor.

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

Buena Regional Education Association	_____
Atlantic County Education Association	_____
New Jersey Education Association	_____
National Education Association	_____

The ASSOCIATION shall certify to the BOARD, in writing, the current rate of its and the other Associations' membership dues, and any changes therein prior to the effective date of such changes.

20. Miscellaneous Provisions.

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

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

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

d. The BOARD and the ASSOCIATION agree that, as in the past, there shall be no discrimination, and that all practices,

procedures, and policies of the school system shall clearly exemptify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, sex, domicile or marital status.

e. Copies of this Agreement shall be printed at the expense of the ASSOCIATION within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the BOARD.

f. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram, certified mail or regular mail at the following addresses:

If by ASSOCIATION to BOARD at: Buena Regional School District
Buena Regional Elementary School
Harding Highway
Buena, New Jersey 08310

If by BOARD to ASSOCIATION at: President
Buena Regional Education
Association
Dr. J.P. Cleary Jr. High School
Central Avenue
Minotola, New Jersey

g. 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.

h. This Agreement shall be effective as of July 1, 1971, subject to requirements of the wage freeze, and shall continue in effect through June 30, 1973, subject to the ASSOCIATION'S right to negotiate over a successor Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF the parties hereto have cause this Agree-

ment to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, on the day and year first above written.

ATTEST:

[Signature]
Board Secretary

BUENA REGIONAL SCHOOL DISTRICT

By *[Signature]*
President

ATTEST:

[Signature]
Association Secretary

BUENA REGIONAL EDUCATION ASSOCIATION

By *[Signature]*
President

SCHEDULE A

SALARY SCALE 1971-1972 and 1972-1973

BUENA REGIONAL SCHOOL DISTRICT

PRIOR EXPERIENCE	YEAR	NON-DEGREE		BACHELOR'S DEGREE OR 128 CREDITS		BACHELOR'S DEGREE PLUS 30 GRAD CREDITS		MASTER'S DEGREE		MASTER'S DEGREE PLUS 30 GRAD CREDITS	
		71-72	72-73	71-72	72-73	71-72	72-73	71-72	72-73	71-72	72-73
0	1st	6572	6572	7208	7350	7526	7650	7844	8150	8162	8850
1	2nd	6890	6890	7526	7600	7844	7900	8162	8400	8480	9100
2	3rd	7208	7208	7844	7915	8162	8215	8480	8715	8798	9415
3	4th	7526	7526	8162	8245	8480	8545	8798	9045	9116	9745
4	5th	7844	7844	8480	8590	8798	8890	9116	9390	9434	10090
5	6th	8162	8162	8798	8950	9116	9250	9434	9750	9752	10450
6	7th	8480	8480	9116	9325	9434	9625	9752	10125	10070	10825
7	8th	8798	8798	9434	9715	9752	10015	10070	10515	10388	11215
8	9th	9116	9120	9752	10120	10070	10420	10388	10920	10706	11620
9	10th	9434	9540	10070	10540	10388	10840	10706	11340	11024	12040
10	11th	9752	9975	10388	10975	10706	11275	11024	11775	11342	12475
11	12th	10070	10425	10706	11425	11024	11725	11342	12225	11660	12925