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THIS BOOK DOES  
NOT CIRCULATE

This agreement entered into this first day of July, 1972, by and between the Board of Education of the Borough of Stanhope, County of Sussex, Stanhope, New Jersey, herein called the "Board" and the Stanhope Education Association, herein called the "Association" and referred to in this agreement as "the parties."

## ARTICLE I

### RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all New Jersey certified personnel under contract to the Board as listed below:

1. Contracted Teachers
2. Nurse

with the exception of those employees listed under Section C of this Article.

B. Unless otherwise indicated, the term "teachers or school nurse" when used hereinafter in this Agreement, shall refer to professional employees represented by the Association in the negotiating unit as listed above, and reference to "teachers or school nurse" shall include both males and females.

C. The Board specifically excludes but is not limited to excluding administrative principal and building principal, substitutes, aides, secretaries, library clerk, bus drivers, custodians from coverage by/ this Agreement.

## ARTICLE II

### NEGOTIATION PROCEDURE

A. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.

B. 1) The parties mutually pledge that their representatives shall be invested with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

2) Negotiations between both parties are to begin by October 15 and hopefully be concluded by March 1.

3) The "contract" shall be valid from 1 July to 30 June.

C. Mutually acceptable amendments to this Agreement may be negotiated by the parties during the contract period. But no modification in whole or in part shall be executed except by an instrument in writing duly executed by both parties.

## ARTICLE III

### SEA RIGHTS AND RESPONSIBILITIES

A. The SEA agrees that, it will upon request of the administration, form committees to assist the administrative staff in developing, formulating, revising and evaluating programs, proposals, structures and methods under consideration or being implemented within the school system.

- B. The SEA shall have the privilege, with the Administration's approval, (in accordance with Board policy for Association business) to use school buildings and equipment, including staff typewriter, mimeographing and other duplicating equipment, adding machines, at reasonable times when such equipment is not otherwise in use and when such use will not interfere with nor interrupt school operations; all supplies to be paid for by the Association.
- C. The SEA may have the use of the present bulletin board, located in the faculty lounge, for its use. Copies of materials posted on such bulletin board shall be given to the Administration prior to such posting.
- D. The SEA shall have reasonable use of the inter-school mail boxes for Association business.
- E. The Administrator will be available upon request and reasonable notice by authorized representatives of the SEA to discuss all aspects of professional service including conditions of employment.
1. The SEA representatives and the Administrator may elect to develop recommendations that shall be submitted to the Board for consideration and reply. The SEA Committee must present the recommendation to the Administrator first. With the option the committee can then bring it directly to the Board in the presence of the Administrator.
  2. Proposed policy statements of the Board developed as a result of discussions with, or with the assistance of, authorized representatives of the SEA, shall be presented to the SEA at a reasonable time prior to their adoption by the Board.

#### ARTICLE IV

##### TEACHER RIGHTS

- A. Whenever any teacher is required by the Administration to appear before the Board or any of its agents concerning any matter which could adversely affect the continuation of that teacher in his position or employment or salary or any increments pertaining thereto, he shall be given prior written notice of the reasons for such meeting, or interview and shall be allowed to have representatives of his choice present to advise and represent him during such meeting or interview. Upon certification of any charge to the commissioner, the board may suspend the person against whom such charge is made, with or without pay, pending final determination of the same, and if the charge is dismissed, the person shall be reinstated immediately with full pay as of the time of such suspension.

#### ARTICLE V

##### TEACHER WORK YEAR

- A. The SEA will meet with the Administration to discuss the school calendar prior to Board's adoption of said calendar.

- B. Teacher work year will be adopted prior to issuance of contracts.
- C. Two (2) orientation days shall be held prior to the opening of school. On the first of these days all new teachers shall report to school. Under the direction of the administrator, a committee of the present staff shall be called upon to participate in the development and implementation of this program. All teachers report on the second day.
- D. Between now and the opening of the 1972-1973 school year, half days of school prior to Thanksgiving, Christmas and the Easter vacation will be resolved between the Administration and the Association President.

#### ARTICLE VI

##### NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, the Board and the Association agree as follows:
  - 1. The Board shall continue the practice of using aides for the lunchroom and playground. The Board will provide four (4) aides for lunchroom and playground duty. Aides to be trained by the Administration.
- B. Teachers will assist in the training of aides (not to exceed ten (10) school days.)
- C. Notice of meetings shall be given to teachers involved at least 48 hours prior to the meeting, except in an emergency.

#### ARTICLE VII

##### TEACHER EMPLOYMENT

- A. Full credit up to two (2) years shall be given for military service, if said applicant had a teaching contract at time of entry into armed service.
- B. Non-tenure and tenure teachers shall be notified of their contract and salary status for the ensuing year no later than April 1. Tenure and non-tenure teachers will notify the Administration of their intention for the coming school year by April 15.

#### ARTICLE VIII

##### LEAVES OF ABSENCE

- A. Two (2) personal days will be granted each year. Personal days will be accumulative up to five (5) days. Personal days shall be for those things that cannot be taken care of, other than on school time. Application to and approval of the Administrator shall be made three (3) days in advance, except in cases of emergency.

- B. Up to four (4) days will be granted for death in the immediate family. The immediate family shall include the following:  
Spouse, Mother, Father, Sisters, Brothers, Children, Mother and Father-in-laws or any other relative residing in the home.
- C. Sick Leave - Ten (10) days sick leave will be granted annually in accordance with provisions of the state statute.
- D. Maternity Leave - A tenure teacher will be granted maternity leave without pay, which leave shall commence on the date her doctor specifies in writing as the date beyond which she should not continue working. Such maternity leave may continue for the balance of the school year and for the entire school year following the birth. The administration shall be notified immediately when such leave will be required. Written notice for return to work shall be required no later than the March 1st preceding the following school year of anticipated return. Upon return the teacher shall be placed on the same step as when she left with full credit for the part of the last year in which she worked. The anniversary date for granting of step raises shall be adjusted to reflect the partial credit for service completed.

#### ARTICLE IX

##### TEACHING DAY

- A. The teacher's school day will begin at 8:10 A. M. and end with the dismissal of the last bus.
- B. Teacher participation in extra-curricular activities which extend beyond the school day shall be voluntary and shall be compensated for after discussion between the Board, The Administration, the involved teacher and with the concurrence of the Association or its representatives.

#### ARTICLE X

##### GRIEVANCE PROCEDURE

Any individual member of the Stanhope Public School staff shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievances he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or to designate representative of the Stanhope Teachers' Association or other persons of his own choosing to appear with him or for him at any step in his appeal.

The following steps shall be followed in order:

1. Any employee who has a grievance shall discuss it first

with his principal in an attempt to resolve the matter informally at that level.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) days school days, he shall set forth his complaint in writing to the principal. The principal shall communicate his decision to the employee in writing within three (3) school days of receipt of the written complaint.
3. a. If the grievance is not resolved to the employee's satisfaction, he may refer the matter in writing to the Professional Rights and Responsibilities Committee of the local association for consideration. This shall be done within five (5) school days after receipt of the principal's decision and the employee shall inform the principal within five (5) days in writing of his intention to pursue the matter. The Committee shall make a determination as soon as possible, but within a period not to exceed ten (10) school days, notifying the employee in writing of that determination.  
b. If the Professional Rights and Responsibilities Committee determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education. It shall advise the employee of its findings in writing. The Committee shall retain one copy, the employee shall receive two copies and a copy shall be sent to the principal.  
c. If the Professional Rights and Responsibilities Committee determines that the grievance is without merit, it shall advise the employee of its findings in writing. The Committee shall retain one copy, the employee shall receive two copies and a copy shall be sent to the principal.  
d. An employee whose grievance has been determined to be without merit by the Professional Rights and Responsibilities Committee shall retain the right to appeal in writing to the Board of Education and upon appealing, shall be required to submit a record of the Committee findings to the Board of Education and shall be required to inform the principal and the Professional Rights and Responsibilities Committee of his intent.
4. If the grievance is not resolved to the employee's satisfaction he may request a review by the Board of Education. The request shall be submitted in writing through the principal who shall attach all related papers and forward the request to the Board of Education within five (5) school days. The Board, or committee thereof, shall review the grievance, hold a hearing with the employee if requested, by either party, and render a decision in writing to the employee, the Professional Rights and Responsibilities Committee, and to the principal within thirty (30) calendar days.
5. Any grievance supported by the Professional Rights and Responsibilities Committee and not resolved to the satisfaction of the employee after review by the Board of Education, may, at the request of the Committee, but submitted to advisory arbitration.

6. The SEA shall have the right to file grievances, the procedures of which shall be negotiated with the Board at a later date.

## ARTICLE XI

### TEACHER EVALUATION

- A. All monitoring or observation, by the administration, of the work performance of a teacher shall be conducted openly.
- B. A teacher shall be given a copy of any evaluation report prepared by his evaluators within three (3) school days. No such report shall be placed in the teacher's file or otherwise acted upon without a conference with the teacher. As late as the following school day, the teacher may add his written comments to the Administrative Principal's file copy.
- C. Teachers shall be afforded the opportunity to review all material prior to placement in the teacher's personnel file. He may affix his signature on the said document, if so desired.

## ARTICLE XII

### VOLUNTARY TRANSFERS

- A. (1) Within three (3) weeks after the return of contracts and/or letters, the administration shall post in the office and on the bulletin board in the teachers' room a list of the known teacher and/or nursing vacancies which shall occur during the following year.  
  
(2) Teachers who desire a change in grade and/or subject assignments or who desire a transfer to another building may file a written statement of such desire with the administration not later than two (2) weeks after the posting of vacancies, provided they are certified.  
  
(3) Two teachers wishing to exchange grade levels with one another, may do so with the approval of the administration.
- B. Requests of the individual teacher for reassignment and/or transfer, shall be honored to the extent that vacancies permit, if in the opinion of the administration the transfer does not conflict with the instructional requirements and/or the best interests of the school system.

## ARTICLE XIII

### MISCELLANEOUS

- A. Ten copies of this agreement shall be reproduced at the expense of the Board within thirty (30) days after the agreement is signed by both parties.
- B. This agreement constitutes SEA and Board policy for the items contained herein for the terms of said agreement and the Board and SEA shall carry out the commitments contained herein and give them full force and effect as Board and SEA policy.

- C. Since the education of all students in Stanhope is our primary concern, equal consideration shall be given in the purchase and distribution of equipment and supplies.
- D. Membership in and/or attendance at Home and School meetings is to be considered a personal choice by the teacher.
- E. Nothing contained herein will alter the rights and responsibilities of the Board under the laws of the State of New Jersey.

#### ARTICLE XIV

##### CURRICULUM

###### A. Curriculum Development

Teachers shall participate in the development and writing of courses of study and curriculum guides.

###### B. Textbooks and Supplies

It is the responsibility of the Board to select text books and related materials and to decide upon the curriculum. The administration will advise the Board in this regard. However;

1. Teachers directly concerned should participate in the selection of text books when the adoption of of new texts is contemplated.
2. Teachers will participate in the selection of new printed instructional materials and/or A. V. equipment.

#### ARTICLE XV

##### TEACHER ASSIGNMENT AND EMPLOYMENT

- A. Tenure and non-tenure teachers shall be given written notice of their contract and salary status for the ensuing year on or before April 30 except where conditions exist that are beyond the control of the Administration. Tenure and non-tenure teachers will notify the Administration of their intention for the coming school year by April 15.
- B. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after issuance of schedules referred to in A. any teacher affected shall be notified in writing as soon as possible.

#### ARTICLE XVI

##### TEACHER FACILITIES

The Board shall maintain a faculty room in the Valley Road school.



## ECONOMIC PROVISIONS

### Salary

Each teacher shall receive an increase of six (6) per cent over their present salary. Those teachers presently on maximum step shall also receive a 6% increase in salary. It is understood that this new salary shall take them beyond the published salary guide. These rates for the particular individual so affected shall be red-circled and shall not apply to other employees.

The nurse shall receive an increase of six (6) per cent over her current salary.

### Health Insurance

The Board shall increase their share of payments of the premium by a total of six (\$600.) hundred dollars. It is understood that increases in premiums effective on or after September 1, 1972 up to and including June 30, 1973 will be assumed by the individual teachers enrolled in the Health Plan.

STANHOPE BOARD OF EDUCATION

STANHOPE EDUCATION ASSOCIATION

DOMINICK V. ROMANO, PRES.

GEORGE FETTE, PRES.

DATE \_\_\_\_\_

CONTRACT YEAR:

July 1, 1972 to

June 30, 1973