

1986-87

4-0090

19-03

PREAMBLE

In compliance with Chapter 303, Laws of 1968, the State of New Jersey, the Branchville Board of Education and the Branchville Education Association enter into this written agreement.

X 7/1/86 - 6/30/88

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Branchville Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel employed by the Board under contract but excluding:

1. Administrative Principal

Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional, certificated employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teacher's employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, and be signed by the Board and the Association.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
- D. 1. Representatives of the Board and the Association's Negotiating Committee shall meet, when mutually agreed upon, for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
3. All meetings between the parties shall be scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.

ARTICLE II (Cont.)

NEGOTIATION PROCEDURE

- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any other organization other than the Branchville Education Association for the duration of this Agreement.
- F. 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.

ARTICLE III

GRIEVANCE PROCEDURE

Any teacher shall have the right to appeal the application of policies and administrative decisions affecting him in accordance with these procedures. He shall have freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of the Branchville Education Association to appear with him or for him beginning at - A. Procedures, Paragraph 3. The Administrative Principal shall be informed of the representative prior to the hearings.

A. Procedures

1. Any teacher who has a grievance shall discuss it first with the 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 teacher within five (5) school days, he shall set forth his complaint in writing to the principal. The principal shall communicate his decision to the teacher in writing within three (3) school days of receipt of the written complaint.
3. If the grievance is not resolved to the teacher's satisfaction, he or his representative may request a review by the Board of Education. The request shall be submitted in writing, to the Secretary of the Board of Education. The Board shall review the grievance, hold a hearing with the teacher and his representative, unless waived by the employee, and render a decision in writing within thirty (30) calendar days of the review.
4. Should a grievance be submitted to arbitration, the following procedure will be used in selecting the arbitration panel.
 1. One arbiter shall be chosen by the Board and one arbiter by the Association.
 2. The two arbiters will have ten (10) days in which to agree on a third member.
 3. Should they be unable to agree on the third member, both parties, within five (5) days, shall submit to the other party a list of three (3) names, of whom the other declines two (2), and the decision shall be made of the remaining two (2) by drawing lots.

ARTICLE III (Cont.)

GRIEVANCE PROCEDURE

- A. 4.4 Recommendations of the Arbitration Panel must be submitted to the Board and Branchville Education Association within a reasonable time of submission of the grievance to the panel.
- 4.5 The recommendations are non-binding on the Board who retains the power to render a final decision which may be in agreement with or different from the recommendations of the arbitration panel.
- B. Miscellaneous Procedures
1. A grievance affecting a group or class of teachers may be filed by the Association with the administrative principal directly.
 2. All meetings and hearings under this procedure shall not be conducted in public without the consent of all parties, and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.
 3. During the time that a grievance is being processed as outlined in steps 1 through 4, all teachers and the grievant shall continue to perform their contractual obligations under the direction of the administrative principal.
 4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file in the central office, and shall not be kept in the personnel file of any of the participants, and shall be available to only the individual person and the administrative principal.

ARTICLE IV

TEACHER RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby recognizes that public employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty of reprisal, to form, join and assist any employee organization or to refrain from any such activity.
- B. Nothing contained herein shall be construed to deny or restrict any teacher such rights as he may have under law.
- C. No teacher shall be prevented from wearing pins or other jewelry as identification of membership in the Association or its affiliates.

ARTICLE V

TEACHER WORK YEAR

- A. The Branchville Education Association will submit to the Board of Education, prior to the first of February of each year, its recommendations with respect to the school calendar for the ensuing year.
- B. The Board of Education, in determining the school calendar, will consider the recommendations of a combined Branchville Education Association and Board of Education Committee before adopting the official school calendar for the ensuing school year. This will only be necessary if the Board of Education takes exception to the calendar proposed by Branchville Education Association.

ARTICLE VI

TEACHER ASSIGNMENT

- A. All tenure teachers shall be given written notice of their salary, tentative schedule, class, and/or subject assignments for the forthcoming year as close as possible to April first.
- B. In the event that any extenuating circumstances occur, the Board of Education, the Administrator, and the teachers shall work together for a mutual solution, in order that the interests of the total school program and the children's education be given prime consideration.

ARTICLE VII

HOME TEACHING AND FEDERAL PROGRAMS

- A. All qualified teachers shall be given adequate opportunity to make application, and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants. This shall apply to home teaching, departmental jobs, and such programs as may be funded by the federal government.

ARTICLE VIII

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. Teachers shall be evaluated only by the school administrator or by persons designated by the Board of Education, who are certificated by the New Jersey State Board of Examiners to supervise instruction.
- C. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one day before any conference between the administrator and teacher to discuss it. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation.
- D. The teacher shall be able to examine the evaluation at any time.
- E. Signature by teacher signifies only that evaluation has been read.

ARTICLE IX

FAIR DISMISSAL FOR NON-TENURE TEACHERS

- A. On or before April thirtieth of each year, the Board shall give to each non-tenure teacher continuously employed since the preceding September either:
1. A written offer of a contract for employment for the next year with such increases in salary benefits as agreed between the Board and Association, or
 2. A written notice that such employment shall not be offered.
- B. Any non-tenure teacher who receives a notice of non-employment may, within five days thereafter, request a statement of reasons for such non-employment from the principal, who shall comply within five days after receipt of such request.
- C. The teacher shall then be entitled to a hearing before the Board, within thirty (30) days, provided a written request is received by the Board Secretary within five days after the conference between the Administrator and the teacher.
- D. The Board shall indicate its determination as to the employment or non-employment of said non-tenure teacher within five (5) days after the completion of the hearing.

ARTICLE X

INSTRUCTIONAL COUNCIL

- A. An Instructional Council was established October 1, 1971. The purpose of the Council shall be to enrich the educational program through recommendations, research, implementation, and evaluation, so as to best meet the needs of the students, the school, and the community. The Council may consider, but not be limited to, advising the Board on such matters as curriculum improvements, teaching techniques, extra-curricular programs, school policy and development and revision of such, inservice training, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, building use, discipline, public relations, and other related matters regarding the effective operation of the Branchville School.
- B. The Council shall consist of Professional Staff, the School Administrator, and Board Members; but there should be a quorum for a meeting of at least three teachers, the administrator, and three Board members.
- C. The Council shall meet at least once per year. Additional meetings shall be held at the request of the Association or Board of Education.
- D. Rules for operation shall be set up by the Council, but shall include provisions for a rotating Chairman responsible for the arrangement and conduct of meetings.

ARTICLE XI

SICK LEAVE

- A. As of September 1, 1972, all teachers employed shall be entitled to thirteen sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave shall be accumulated from year to year, with no maximum limit.
- B. Sick leave days may be used for sickness of the residents in the immediate household.
- C. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of 1973-74 school year, teachers shall be entitled to the following temporary leaves of absence with full pay each school year.

1. Personal Days

Two days leave of absence per year accumulative to six days, which may be used by "full time" teachers for personal legal, business, household or family matters, which require absence during school hours. A full time teacher is one who teaches the full number of days and time school is in session. Application to the Administrator shall be made at least three days before taking such leave except in the case of emergencies. A printed Request for a Personal Day Leave Form will be provided for the teachers upon request. A written accounting of days accumulated will be supplied by September 15th each year.

2. Professional Days

Up to three days per year for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

2. Legal Time

Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.

4. Event of Death

Up to five days at any one time, in the event of death in a teacher's immediate family and any other member of the immediate household. The immediate family shall be defined as: spouse, parent, parent-in-law, grandparent, grandparent-in-law, child, grandchild, sibling, sibling-in-law or members of immediate household.

5. Other

For temporary leaves of absence not covered in 1,2,3, or 4, and at the discretion of the Board of Education, the teacher shall have substitute pay deducted from his salary for each day absent up to one calendar month - i.e. November 1 - November 30, etc.

When days absent exceed the calendar month, 1/200 of the annual salary shall be deducted for each day absent thereafter.

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

In addition to maternity leave already outlined in the Board policy, the Board may grant the following requests to tenure teachers:

- A. A leave of absence without pay for up to two years to any teacher who joins the Peace Corps, Vista, National Teacher Corps, or serves as an exchange teacher or overseas teacher.
- B. A leave of absence without pay to a tenure teacher for one year to teach in an accredited college, university.
- C. Other leaves of absences without pay may be granted for good reason.
- D. Upon return from leave granted by the Board, for reasons outlined in A and B or other teaching assignments, a teacher shall be placed on the salary schedule at the level he would have achieved if he had not been absent.
- E. Upon application and approval of the Board, a leave of absence of up to one (1) school year (September - June) may be granted to a tenured teacher, having ten (10) years of service in the district, for personal reasons. Upon return, the teacher shall resume his normal place on the salary guide without credit for the year on leave and shall be assigned to an equivalent position that was held at the time leave was granted. This policy is not meant to include provisions, during the leave, for employee benefits including but not limited to medical benefits, tuition reimbursement or accrual of additional sick leave, except that the Board may continue medical benefits as permitted by law and agreed to by the Board under provisions provided by applicable rules and the employee on leave without pay, shall agree to reimburse the Board for medical benefits during said leave. Upon return to the district, all rights, privileges and benefits previously earned shall be restored to the employee. Application for leave shall be made by April 15th preceding start of September term and notification of return shall be made by April 15th prior to return September next.
- F.
 1. The Board may, upon request, grant maternity leave to any tenured full-time employee who is expecting a child. Such leaves shall be without compensation for a period not to exceed one school year or ten teaching months duration except when this limitation would require a teacher to resume work during the final three months of a school year, in which case leave may be extended to the end of the year.
 2. Any employee adopting a pre-school child may apply for a similar leave as enumerated above.

ARTICLE XIV

TEACHER INSERVICE TRAINING

- A. The Board agrees to pay the full cost of tuition in connection with any courses, workshops, seminars, conferences, inservice training sessions in which a teacher is required and/or requested by the Administration to participate. Special consideration shall be given for areas of interest or educational background, and when such inservice programs are limited in number, teachers will be chosen according to their own areas of competence. Reimbursement for mileage at the rate of 20¢ per mile shall be paid by the Board of Education for travel to and from the above. This does not apply to courses taken for personal college credits or certification purposes.
- B. All effort will be made to utilize county inservice training programs.
- C. The Board shall reimburse up to six graduate credit hours (based on tuition charges at New Jersey State Colleges) for courses not required for certification, but which have been approved by the administration. Courses counting toward graduate credit will be listed as graduate credits by the college where the course was taken, and will be credited only as taken after the Bachelors or Masters Degree is received - for example, courses to be credited on a B.A.+10 must have been taken after the B.A. was received; courses to be counted on a M.A.+10 must have been taken after the M.A. Degree has been granted. A passing grade of C or better must be received in order to receive payment of tuition and/or placement on the salary guide.

ARTICLE XV

PROBLEM CHILDREN

- A. When in the judgment of a teacher, an individual student assigned to his/her class requires the attention of the Child Study Team, the teacher shall so inform the principal. Referrals must be made in writing and clearly state the reason for referral. The principal shall act within five (5) days to arrange as soon as possible for a conference among himself, the teacher and appropriate members of the Child Study Team to discuss the child's problem and to decide on appropriate steps for its resolution.
- B. This article is not to be taken lightly. All seriousness by the teacher must be given to his article in requesting referrals.

ARTICLE XVI

HEALTH BENEFITS

- A. The cost of payment of premiums by the Board for future negotiated health benefits, excluding the School Employees Health Benefits Program, shall be capped at no more than 75% of the cost of the premiums to the Board.

**BRANCHVILLE ELEMENTARY SCHOOL
SALARY GUIDE
1986-87 SCHOOL YEAR**

<u>STEP</u>	<u>ND</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+20</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
1,2.	15500	18500	18800	19100	19700	20000	20300	20600
3.	18100	19150	19450	19750	20350	20650	20950	21250
4.	16700	19800	20100	20400	21000	21300	21600	21900
5.	17300	20450	20750	21050	21650	21950	22250	22550
6.	17900	21100	21400	21700	22300	22600	22900	23200
7.	18500	21750	22050	22350	22950	23250	23550	23850
8.	19100	22400	22700	23000	23600	23900	24200	24500
9.	19700	23050	23350	23650	24250	24550	24850	25150
10.	20300	23700	24000	24300	24900	25200	25500	25800
11.	20900	24350	24650	24950	25550	25850	26150	26450
12.	21500	25000	25300	25600	26200	26500	26800	27100
13.	22200	25650	25950	26250	26850	27150	27450	27750
14.	22800	26300	26600	26900	27500	27800	28100	28400
15.	23400	26950	27250	27550	28150	28450	28750	29050
16.		27600	27900	28200	28800	29100	29400	29700
17.		28250	28550	28850	29450	29750	30050	30350
18.		28900	29200	29500	30100	30400	30700	31000
19.		29550	29850	30150	30750	31050	31350	31650
20.		30200	30500	30800	31400	31700	32000	32300
21.		30850	31150	31450	32050	32350	32650	32950
22.		31500	31800	32100	32700	33000	33300	33600

Increments: N.D. - 15 @ 600.

BA to MA+30 20 @ 650

- I. At discretion of the Board of Education, withholding of individual increments may be done according to Title 18A.
 - II. The Branchville Board of Education will pay the entire cost of the New Jersey Public and School Employees Health and Benefits Program for all full-time employees and their dependents.
 - III. Compensation for extra-curricular sports and activities approved by the Board of Education will be paid at the rate of \$20.00 per inter-scholastic game or event. Eligibility for payment is at the discretion of the Board of Education. Payment for any activity will not exceed \$260.00.
 - IV. Reimbursement of up to \$350. per year for dental work done on employee or dependent members of the immediate family. Any unused portion of the \$350. will accrue to the next year up to no more than three (3) years or \$1050.
- Eligible employees for full benefits are those working twenty or more hours per week. Employees working less than twenty hours per week will be eligible to receive up to \$150. per year and accrue no more than \$450. in three years.

**BRANCHVILLE ELEMENTARY SCHOOL
SALARY GUIDE
1987-88 SCHOOL YEAR**

<u>STEP</u>	<u>ND</u>	<u>RA</u>	<u>RA+10</u>	<u>RA+20</u>	<u>MA</u>	<u>MA+10</u>	<u>MA+20</u>	<u>MA+30</u>
1.	16000	19200	19500	19800	20400	20700	21000	21300
2.	16600	19850	20150	20450	21050	21350	21650	21950
3.	17200	20500	20800	21100	21700	22000	22300	22600
4.	17800	21150	21450	21750	22350	22650	22950	23250
5.	18400	21800	22100	22400	23000	23300	23600	23900
6.	19000	22450	22750	23050	23650	23950	24250	24550
7.	19600	23100	23400	23700	24300	24600	24900	25200
8.	20200	23750	24050	24350	24950	25250	25550	25850
9.	20800	24400	24700	25000	25600	25900	26200	26500
10.	21400	25050	25350	25650	26250	26550	26850	27150
11.	22000	25700	26000	26300	26900	27200	27500	27800
12.	22600	26350	26650	26950	27550	27850	28150	28450
13.	23200	27000	27300	27600	28200	28500	28800	29100
14.	23800	27650	27950	28250	28850	29150	29450	29750
15.	24400	28300	28600	28900	29500	29800	30100	30400
16.		28950	29250	29550	30150	30450	30750	31050
17.		29600	29900	30200	30800	31100	31400	31700
18.		30250	30550	30850	31450	31750	32050	32350
19.		30900	31200	31500	32100	32400	32700	33000
20.		31550	31850	32150	32750	33050	33350	33650
21.		32200	32500	32800	33400	33700	34000	34300
22.		32850	33150	33450	34050	34350	34650	34950
23.		33500	33800	34100	34700	35000	35300	35600

Increments: N.D. - 15 @ 600.

BA to MA+30 - 22 @ 650.

- I. At discretion of the Board of Education, withholding of individual increments may be done according to Title 18A.
- II. The Branchville Board of Education will pay the entire cost of the New Jersey Public and School Employees Health and Benefits Program for all full-time employees and their dependents.
- III. Compensation for extra-curricular sports and activities approved by the Board of Education will be paid at the rate of \$20.00 per inter-scholastic game or event. Eligibility for payment is at the discretion of the Board of Education. Payment for any activity will not exceed \$260.00.
- IV. Reimbursement of up to \$350. per year for dental work done on employee or dependent members of the immediate family. Any unused portion of the \$350. will accrue to the next year up to no more than three (3) years or \$1050.
Eligible employees for full benefits are those working twenty or more hours per week. Employees working less than twenty hours per week will be eligible to receive up to \$150. per year and accrue no more than \$450. in three years.

ARTICLE XVII

DURATION AND CHANGE IN AGREEMENT

- A. This Agreement shall be effective as of July 1, 1986, and shall continue in effect until June 30, 1988.
- B. Changes in the contract between the Branchville Board of Education and the Branchville Education Association for the 1986-87, 1987-88 school years includes:
1. Clarification of Contract: Article XIV, Section C, add on: A passing grade of C or better must be received in order to receive payment of tuition and/or placement on the salary guide.
 2. Increase in dental reimbursement to \$350. @ year with a three year or \$1050. cap for unused benefits that have accrued from one year to the next for employees working twenty hours or more per week required time on the job. Employees working less than twenty hours are eligible to receive up to \$150. per year and accrue no more than \$450. in three years.
 3. Salary increases according to the developed, agreed to guides for 1986-87, 1987-88.

Branchville Education
Association

Branchville
Board of Education

By _____
(President)

By _____
(President)

(Date)

(Date)

By _____
(Secretary)

By _____
(Secretary)

(Date)

(Date)