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THIS BOOK DOES  
NOT CIRCULATE

CONTRACT AGREEMENT

1971-1972

SADDLE RIVER BOARD OF EDUCATION

&

SADDLE RIVER TEACHERS ASSOCIATION

71-74

Article 7

RECOGNITION

The Board hereby recognizes the Saddle River Education Association as the exclusive bargaining representative for the employees as herein defined.

The Board agrees not to negotiate with any organization seeking to represent the employees, other than that designated above, for the period covered by this agreement.

The Board of Education of Saddle River, hereinafter called the "Board", and the Saddle River Education Association, hereinafter called the "Association", desire to execute this contract covering those matters which, through good faith and negotiations, have been agreed upon.

GENERAL DEFINITIONS

- (a) The term, "Association" when used herein shall mean the Saddle River Education Association.
- (b) The term, "Board" means the Board of Education of Saddle River, and shall include its members, officers and agents.
- (c) The term, "Employee" means all certified

teaching personnel under contract with the Board, but excludes supervisory and executive personnel, auxiliary, substitute teachers, office clerical, maintenance and operating personnel.

- (d) The use of any masculine pronoun herein shall include the feminine counterpart and singular shall include plural.

## Article II

### SALARIES

See separate schedule attached.

## Article III

### NEGOTIATION OF SUCCESSOR AGREEMENT

Negotiations for 1972-1973 contract begin not later than October 15, 1971.

## Article IV

### GRIEVANCE PROCEDURE

#### Definitions

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application,

interference, or violation of a policy, agreement, or administrative decision affecting said employee.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

- (a) The failure or refusal of the Board to renew a contract of a non-tenure employee;
- (b) In matters where a method of review is prescribed by law, or by any rule, regulation, or by law of the State Commissioner of Education or the State Board of Education;
- (c) In matters where the Board is without authority to act;
- (d) In matters involving the sole and unlimited discretion of the Board;
- (e) In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

The term "employee" shall mean any regularly employed individual receiving compensation from the Board but shall not include the superintendent, or any other employee excluded under General Definitions.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees' association or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the organization prevailing in this School District.

The term "party" means an aggrieved employee, his immediate superior,

... shall be initiated by the determination of the Superintendent of Schools of the procedure herein established.

#### PROCEDURE

1. An aggrieved employee shall first discuss his grievance orally with the Superintendent of Schools within ten (10) calendar days of the occurrence complained of or within ten (10) calendar days after he would reasonably be expected to know of its occurrence in an attempt to solve the problem. If the problem is not resolved to the satisfaction of the employee within five (5) calendar days of such oral discussion, the employee shall then, within a period five (5) calendar days, file his grievance in written form with the Superintendent of Schools specifying:

- (a) The nature of the grievance;
- (b) The results of the previous decision;
- (c) The basis of his dissatisfaction with the determination.

Failure of the employee to act within said ten (10) calendar day period, shall be deemed to constitute an abandonment of the grievance which shall not thereafter be processed.

2. Within ten (10) calendar days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent

and all other parties in interest shall receive notice and have the right to be heard.

3. Within ten (10) calendar days after said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and all other parties in interest, if there be any, of his determination.

4. In the event of the failure of the Superintendent to act in accordance with the provisions of paragraphs 2 and 3, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party, may within ten (10) calendar days of the failure of the Superintendent to act or within ten (10) calendar days of the determination by him, appeal to the Board for a review of the Superintendent's failure to act or his determination.

5. Where an appeal is taken to the Board, there shall be submitted by the appellant:

- (a) The writing set forth in Paragraphs 1 and 3, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party, if there be any.

6. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon the adverse party who shall have the right to reply thereto.

7. The Board shall have the right to require that a hearing be held if the employee requests a hearing. The hearing shall be held at the discretion of the Board.

8. The Board shall make a determination within thirty (30) calendar days from the receipt of the appeal for review if no hearing is requested, or within thirty (30) calendar days after the hearing, if one is requested, and shall in writing notify the employee, and all parties in interest, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

9. In the event an employee is dissatisfied with the determination of the Board, he shall have the right to request advisory arbitration by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A request for advisory arbitration shall be made in writing no later than fifteen (15) calendar days following the determination of the Board. A copy of such request shall simultaneously be served upon the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

10. In any cases, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) calendar days of the issuance of said order, ruling or directive, or within ten (10) calendar days of the time when same has been brought to the employee's attention, by

filing with the Secretary of the Board, a written complaint setting forth

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the complaint set forth above shall be served upon the Superintendent simultaneously who shall have the right to reply in writing there to. A copy of such reply shall be served upon the aggrieved employee.

10. Upon receipt of a grievance filed under the provisions of Paragraph 9, the procedure shall be as set forth in Paragraphs 6 and 7.

11. An employee processing a grievance, shall be subject to no restraint, interference, coercion, discrimination, reprisal or suspension because such grievance has been processed.

12. In the presentation of a grievance, the employee shall have the right to represent himself or to designate a representative to appear with him at any step in his procedure. A minority organization shall not have the right to present or process a grievance.

13. Whenever the employee appears with a representative the Board shall have the right to designate a representative to participate at any stage of the grievance procedure

14. All employees shall be entitled to resort to the full procedure hereinabove set forth.



## Article V

### INSURANCE

The present group insurance plan with Connecticut General Life Insurance Company will be continued with its present coverages for the fiscal year 1971-72. See attached booklet marked, Exhibit A for complete description of coverage.

Total cost of plan coverage for the employee, including dependents of "Head of Household" employees, will be paid for by the Board. All other dependent coverage, if desired, will be paid for by the employee.

## Article VI

### Teacher Evaluation

All observations for teacher evaluation purposes are to be done by fully certified and qualified educational supervisors or administrators.

Teachers are to be given copies of his or her evaluations pertaining to teaching done within the Saddle River School System.

Teachers have the right to review their files periodically. This

teacher shall continue to have the right to all materials related to his professional development and experiences.

## Article VII

### Sabbatical Leave

Subject to the applicable New Jersey statutory provisions and any amendments thereto, the Board may grant sabbatical leave for study, including study in another area of specialization, for travel or other reasons of value to the school system providing:

1. No more than one (1) teacher be absent on sabbatical leave at a time and no such leave shall be granted more frequently than each year.

2. Request shall be received in writing by the Superintendent no later than January 1st; action to be taken no later than April 30th of the school year before commencement of the requested leave year.

3. The teacher has completed at least seven (7) consecutive full school years of service in the Saddle River School District.

4. The teacher shall agree to remain in the employ of the Saddle River School District for a period of not less than two (2) years following his return from sabbatical leave. In case of resignation within the two (2) years, the teacher shall refund to the Board such proportion of the salary paid during the leave as the unexpired proportion of two (2) years shall bear to said period of leave.

5. The teacher on sabbatical leave will be required to file periodic reports with the Superintendent every four (4) months.

Upon return, the teacher shall be entitled to advance to the grade next

which would be in force had no sabbatical leave been granted, providing all requirements of the sabbatical leave policy have been fulfilled satisfactorily in the judgment of the Superintendent.

Seniority of service in the Saddle River School District will prevail in case two (2) or more applications for sabbatical leave are received any one (1) year.

The Board, upon the recommendations of the Superintendent, shall be responsible for granting all leaves. Leaves shall only be granted for one (1) full year and shall be paid at the rate of fifty (50%) percent of the teacher's salary scale for the sabbatical leave year. Salary payments to a teacher on sabbatical leave will be made along with the usual teacher salary payments during the school year in which the Sabbatical leave has been granted.

#### Article VIII

##### Sick Leave

All teachers shall be entitled to ten (10) sick leave days each school year. Unused sick leave days shall be accumulated.

All tenure teachers shall be granted additional major illness sick leave as follows:

1. After all accumulated sick time has been used, the tenure teacher will be allowed, at full pay, additional days equal to one (1) day for each one (1) year of service at Wandell. Every day of major illness sick leave used by a tenure teacher during a period of five years prior to a current illness, must be deducted from any number of major sick leave days available at the time of current illness.

Example:

1971 - Teacher "A" in system ten (10) years - at 1971.

Teacher "A" has sixty (60) sick days accumulated in 1971.

Teacher "A" has ten (10) sick days additional (major illness days).

Teacher "A" sick in 1971 for sixty-seven (67) days.

Teacher "A" paid in full for sixty-seven (67) days.

1972 - Same Teacher "A"

Teacher "A" in system at Wandell School eleven (11) years at 1972

Teacher "A" has ten (10) sick days accumulated in 1972.

Teacher "A" has four (4) sick days additional in 1972 (11 minus 7).

Teacher "A" if sick for fifteen (15) days, would be  
paid for fourteen (14) days.

Article IX

Miscellaneous Provisions

Copies of this agreement shall be reproduced at the expense of the Board within thirty (30) days after the agreement is signed and presented to each teacher now employed or hereafter employed.

## Article X

### Temporary Leaves with Pay (within the School Year)

All leave requests require approval of the Superintendent, and if possible, are to be presented to the Superintendent at least five (5) days before leave date. No leaves before or after a holiday, vacation or recess will be approved unless special circumstances prevail.

1. Up to four (4) days for religious holidays not now observed by school calendar.
2. Up to four (4) days for professional improvement. Request may originate from Superintendent or Teacher (workshop; visitation; inservice, etc.)
3. Up to four (4) days at one time for death in immediate family.
4. Two (2) days for necessary personal leave.

No leaves beyond those granted above, will be approved without permission of the Board of Education. The Board may grant additional days at the cost of substitutes pay or at no pay depending upon the reasons contained in the request for additional leave.

## Article III

### Extended Leaves of Absence: Without Pay for Tenure Teachers

While the Board is most concerned with the individual teacher availability, thus assuring continuity of teaching method and approach, we are aware that certain situations may arise requiring the absence of a tenure teacher for a period of time. Such leaves, when granted, must conform to schedule arrangements required by the Board in order to assure proper teacher coverage. Grants of time, without pay, upon submission of a request and approval by the Superintendent would receive consideration in the following instances:

1. Two (2) years for Peace Corps; Vista; Exchange; Fulbright and other similar programs.
2. Two (2) years to teach in college.
3. Pregnancy - Maternity Leave - Since this area is dependent upon many unknown factors, it is felt that policy regarding pregnancy - maternity leave is best handled on an individual teacher basis. Priority of consideration is the health and welfare of the teacher and the unborn infant.
4. Illness - Consideration to be given to requests for leave of absence up to one (1) year, for reasons of illness, after expiration of accumulated sick days. Since this area is dependent upon many unknown factors, it is felt that policy regarding illness is best handled on an individual teacher basis.

Article XII

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1971 and shall continue in effect until June 30, 1972. 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.

In witness whereof the Association has caused this agreement to be signed by its president and secretary and the Board has caused this agreement to be signed by its president and attested to by its secretary, this \_\_\_\_\_ day of \_\_\_\_\_, 1971.

SADDLE RIVER EDUCATION ASSN.

By: \_\_\_\_\_  
(President)

By: \_\_\_\_\_  
(Secretary)

SADDLE RIVER BOARD OF EDUCATION

By: \_\_\_\_\_  
(President)

By: \_\_\_\_\_  
( Secretary )

WANDILL SCHOOL TEACHERS SALARY GUIDE

For School Year 1971-1972

STEP	EXPERIENCE	1A B. A.	1B B. S. + 30	2A M. A.	2B M. A. + 30
1	0	8250	8650	8850	9300
2	1	8625	9125	9375	9825
3	2	8995	9475	9725	10,275
4	3	9275	9825	10,275	10,775
5	4	9575	10,175	10,575	11,225
6	5	9875	10,525	10,975	11,675
7	6	10,275	11,025	11,475	12,225
8	7	10,575	11,325	11,875	12,675
9	8	10,875	11,675	12,275	13,125
10	9	11,175	11,975	12,675	13,575
11	10	11,575	12,425	13,125	14,025
12	11	11,975	12,875	13,625	14,625
13	12	12,575	13,475	14,225	15,225
14	13	13,225	14,125	14,875	15,875
Supernumary	14	13,525	14,425	15,275	16,375



## ADMINISTRATION POLICY

### Classroom Control, Discipline

When, in the judgment of a teacher, a student is by his (her) behavior seriously disrupting the instructional program to the detriment of the other students, the teacher may temporarily exclude the student from the classroom and refer him (her) to the Superintendent.

In those cases where a return of the student, in the opinion of the teacher, may once again result in serious disruption, the Superintendent will use all available resources to correct the situation to his, the Superintendent's satisfaction. If, however, the teacher feels further steps will have to be taken and the President of the SREA, who after being apprised of all factors in this case, concurs, then the Superintendent, after exhausting all further possible avenues of solution will present all of the facts to the Board of Education for its decision.

## BOARD POLICY

### Teaching Hours and Teaching Load

#### Evening and School Programs

Institute a teacher committee for determining the number and kind of Wandell School evening programs requiring teacher participation.

It is agreed by all concerned that school programs are the responsibility of the Superintendent and Staff and that the scheduling of these school programs will be worked out between the Superintendent and Staff at opportune times of the school year.

Outside or in school programs sponsored by such groups as the Home and School Association, will also be handled by this committee with the knowledge that teacher participation in these programs is voluntary. Every effort will be made to have this committee meet with the various sponsoring organizations as early as possible, so that the teachers may plan ahead for their personal participation.

#### TEACHING DAY

Teachers are required to report to duty 15 minutes prior to school opening and to remain 30 minutes after school dismissal. The school hours will be 8:30 a.m. to 2:30 p.m. for 1971-1972 school year.

If the need to change the school hours for the 1971-1972 school year should arise for any mechanical or educational reason the Board of Education will involve the teachers in this decision making process.

#### FACULTY MEETINGS

Teachers are required to stay for faculty meetings no more than four (4) days each month with twenty-four (24) hours notice by the Superintendent for such meetings. Every effort will be made to adhere to the above requirements, but if emergency situations prevail, the Superintendent will not be required to conform to the above stipulations.

Non-Teaching Duties

The Board is aware of the problem which requires teachers to give of their lunch period or free time in order to supervise children during student lunch and playground periods.

The Board acknowledges that a teacher's primary responsibility is to teach and that his energies should be utilized to this extent. The Board recognizes that non-teaching aides are useful and necessary to implement this principle. The Board shall engage appropriate personnel to perform lunchroom and playground supervision. When an absence occurs among this personnel, supervision will be provided by a teacher on a pre-scheduled, rotating basis.

However, teachers may be required to perform those non-teaching duties in the conduct of school business, which they are presently performing.

## BOARD POLICY

### Professional Development

The Board is conscious of the value of having our teachers attend various workshops and special courses for professional development which enrich our total teaching concept. The Board will, therefore, continue its present practice of providing funds for those workshops and courses recommended by the Superintendent for approval of the Board.

Tuition costs for graduate study would be paid for by the Board in the following manner: Teachers will receive for any contract year, up to \$150.00 for courses not required for certification. Requests may be initiated by the Superintendent or teacher, and must require approval of the Superintendent in order for the teacher to be paid in accordance with the above payment procedure. Evidence of successful completion of the courses must precede payment of tuition by the Board.

## BOARD POLICY

### Parent and Student Grievances

The following steps be used by all individuals or groups of individuals representing Wandell School students and/or their parents in matters of controversies and dispute.

1. Initial expressions of controversy or dispute are to be directed to the classroom teacher or person in charge of a specific activity.
2. If the person or persons filing the original complaint fail to receive a satisfactory response from the person who has required this initial request after a reasonable period of time, the aggrieved may file the second complaint with the Superintendent of the Wandell School.
3. If the person or persons filing a grievance with the Superintendent of Schools fail to receive a satisfactory response from the Superintendent within a period of fifteen (15) days the aggrieved may then file a third complaint with the Saddle River Board of Education.
4. If the person or persons filing a grievance with the Saddle River Board of Education in accordance with the above procedures fail to receive a solution to the problem presented which is felt to be satisfactory within a period of twenty (20) days, the aggrieved may then carry the grievance to the higher authority of the County Superintendent of Schools and the State Commissioner of Education in accordance with the New Jersey Education Laws.

BOARD POLICY

Curriculum Development

Curricula and instructional materials for the Wendell School shall be developed by the Superintendent and the staff with a review by the Board of Education representative. Participation by a representative of the Home and School Association is invited to assure continued community understanding of all curriculum development.

ADMINISTRATION POLICY

School Calendar

The President of the Association is to be given an opportunity to review and make suggestions to the projected school calendar before its adoption by the Board.

ADMINISTRATION POLICY

Any change in teacher assignment will require advance notification from the Superintendent. Notice of all position openings within the school system will be displayed on the bulletin board in the general office as soon as possible.