

4-0382
12-08

THIS BOOK DOES
NOT CIRCULATE

PREAMBLE

This Agreement entered into this _____ day of _____, by and between the Board of Education of Jamesburg, hereinafter called the "Board", and the Jamesburg Education Association, hereinafter called the "Association".

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 professionally certified personnel employed full time by the Board, including: teachers, guidance counselors, librarians, and school nurses.
- But excluding: supervisory and administrative executive personnel, office and clerical personnel, maintenance and operating employees, non-professional personnel, directors, principals, vice-principals, and school psychologists.
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. In accordance with Chapter 303, Public Law 1968, the parties agree to enter into negotiations in a good-faith effort to reach agreement concerning the terms and conditions of employment. Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires.
- B. Upon request by the Association president, the Board agrees to make known to the president when and where the information is available that the Board is required by law to release.
- C. Neither party to the negotiations shall have any control over the selection of the negotiating representative of the other party.
- D. Facts, opinions, proposals, and counter-proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual

understanding in agreement. The Board shall make known to the Association the location of all pertinent records, data and information of the Jamesburg School District which are within the public domain.

- E. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed 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

A. Definition

A "grievance" shall mean a complaint by a teacher or the Association that there has been either a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of Board policy, this Agreement or an administrative decision affecting teachers.

A grievance to be considered under this procedure must be initiated by the teacher within thirty (30) calendar days from the time when the teacher knew or should have known of its occurrence.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher 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 teachers 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. Level One

Any teacher who has a grievance shall discuss it first with his principal or immediate superior in an attempt to resolve the matter informally at that level.

3. Level Two

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 grievance in writing to the principal specifying the nature of the grievance and the resolution sought.

The principal shall communicate his decision in writing to the teacher within three (3) school days of receipt of the written grievance.

4. Level Three

The teacher, no later than five (5) 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 ten (10) school days. The superintendent shall communicate his decision in writing to the teacher and the principal.

5. Level Four

If the grievance is not resolved to the teacher's satisfaction, he, no later than five (5) 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, at the option of the Board, hold a hearing with the teacher and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board, except in the case of grievance involving any of the following points:

- (a) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.
- (b) A complaint of a non-tenure teacher which arises by reason of his not being re-employed.

- (c) 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.

6. Level Five

If the teacher is not satisfied with the disposition of his grievance at level Four, he may, within five (5) school days, after a decision by the Board, request the Association to submit his grievance to arbitration. The Association may submit the grievance to arbitration within fifteen (15) school days after receipt of the request by the teacher. The Association shall notify the Board through the Superintendent of the request for arbitration.

Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitration. The following procedure will be used to secure the services of an arbitrator:

- (a) A joint request shall be made to the American Arbitration Association to submit a roster of persons qualified to function as arbitrator in the dispute in question.
- (b) If the parties are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request the American Arbitration Association to submit a second roster.
- (c) If the parties are unable to agree, within ten (10) school days of the initial request for arbitration, upon a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator. 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 arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusion on the issues submitted. The recommendation of the arbitrator shall be advisory. Only the Board, the teacher and his representative, and the Association shall be given copies of the arbitrator's report. This shall be accomplished within twenty (20) school days of the completion of the arbitration hearings.

D. Costs of Arbitration

- 1. Each party shall bear the total cost incurred by themselves.
- 2. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally.
- 3. If time is lost by any teacher due to arbitration proceedings

necessitating the retention of a substitute, the Board of Education shall pay only the cost of the substitute. The time lost by the teacher shall either be without pay or charged to personal time.

E. Miscellaneous

1. Commencing with level Three, the decision of the administration and/or Board shall include a statement of reasons for the position taken (excluding non-tenure teachers in cases of re-employment).
2. Commencing with level Two of the grievance procedure, the teacher may be represented by a representative selected or appointed by the Association.
3. Forms for filing grievances will be supplied by the Superintendent.

ARTICLE IV

RIGHTS OF THE PARTIES

- A. Pursuant to Chapter 303, Public Laws 1968, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey, or the Constitution of New Jersey and the United States.
- B. The Board of Education, subject only to the language of Chapter 303, Public Laws 1968 and this Agreement reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions within the school district and to suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of lack of work, or for other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means, and personnel by which such operations are to be conducted; and (f) to take whatever actions might be necessary to carry out the mission of the school district in situations of emergency. Where policies have been or shall be adopted by the Board of Education in any or all of these areas, questions and issues arising thereunder shall be subject to the grievance procedure.
- C. No teacher shall be disciplined or reprimanded without just cause. Any such actions asserted by the Board, or any agent or representative there-

of, shall be subject to the grievance procedure herein set forth.

- D. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that approval has been granted by the appropriate administrator.
- E. The Association or its representatives shall have the right to use school buildings, at all reasonable hours for official purposes, provided approval has been granted by the appropriate administrator, which approval shall not be withheld unreasonably.
- F. The Association shall have, in each school building, the exclusive use of the bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association typed and meeting notices provided copies are presented in advance of posting to the appropriate administrator.
- G. The Association shall have the right to reasonable use of the school mailboxes and the inter-school mail facilities, provided appropriate approval has been given, which approval shall not be unreasonably denied.

ARTICLE V

SCHOOL CALENDAR

- A. A committee, designated by the Association, shall make recommendations to the Superintendent concerning the school calendar.
- B. The calendar, when developed, shall become an addendum to this Agreement, and shall appear as Schedule B.

ARTICLE VI

NON-TEACHING DUTIES

The Board will strive to minimize the non-academic duties of a teacher.

ARTICLE VII

TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his/^{next}proper step of the salary schedule

as of the beginning of the 1970-71 school year. The types of prior service that can be considered for credit and the related limitations are as follows:

1. Teacher experience in public or approved schools up to a maximum of ten years credit.
 2. Military and/or Peace Corps service up to a maximum of four years after presenting evidence of honorable service.
 3. Teachers with previous experience in the Jamesburg School District and who were on tenure at the time of their leaving shall, upon returning to the system, receive full credit on the salary schedule for all teaching experience required by the Peace Corps, Vista, or National Teacher Training Corps, provided that such teachers return to the Jamesburg School District no later than the beginning of the school year following their release from service.
- B. The Board reserves to itself the right to grant credit for any experience which it deems of value to the school system.
- C. Teachers shall be notified of their contract and salary status for the ensuing year by the Superintendent no later than April 15. As a matter of professional courtesy, tenure teachers will notify the Board within fifteen (15) calendar days after receiving their notification of their contract and salary status of their intent. Such notification by the teacher at this date shall not be binding. However, state regulations must be adhered to in such cases.
- D. Previously accumulated unused sick leave days will be restored to all teachers returning from a Board-approved leave of absence.
- E. On or before October 1st each employee must advise the Superintendent of the anticipated completion of a Masters Degree or its equivalent for the following year. In order to receive credit for advanced professional preparation, official transcripts and records must be presented to the Superintendent for approval and evaluation prior to July 1st for twelve month employees and September 1st for ten month employees.

ARTICLE VIII

SALARIES

- A. The salaries of all teachers covered by this Agreement set forth in Schedule A which is attached hereto and made a part hereof.
- B.
1. Teachers employed on a twelve-month basis or on a ten-month basis shall be paid semi-monthly for the term of their contract.
 2. Salary checks are due on the 15th and 30th of the month.
 3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

- C. Teachers who are assigned extra work/extra pay responsibilities shall be paid as set forth in Schedule B which is attached hereto and made a part hereof.

ARTICLE IX

TEACHER ASSIGNMENT

- A. Assignment shall be made at the discretion of the Administration and within the area of teacher competency, teaching certificate or their major or minor field of study, except for good cause.
- B. Insofar as possible, all teachers shall be given tentative written notice of their class, subject, and building assignment for the forthcoming year as per present practice. These assignments will be made by June 15.
- C. Schedules of teachers who are assigned to more than one school will be arranged so that no such teacher shall be required to engage in an unreasonable amount of interschool travel. Such teachers shall be notified of any changes in their schedule as soon as practicable and will receive \$.10 per mile for travel required between schools.
- D. As any vacancy is officially made known to him, the Superintendent shall have posted on bulletin boards in all school buildings the same.

ARTICLE X

TRANSFERS

- A. A teacher who desires a change in assignment shall file a written request with the Superintendent by March 1. Such request shall be renewed each year if it has not been granted, and the teacher still desires a transfer.
- B. In the case of proposed involuntary transfers, the same shall be discussed with the teacher involved prior to such transfer.

ARTICLE XI

PROMOTIONS

- A. The Board agrees to send notice of all vacancies in supervisory posi-

- tions, with a listing of the required qualifications, to each school to be posted on the bulletin board in each school. A copy of such notice shall be sent to the Association.
- B. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.

ARTICLE XII

TEACHER EVALUATIONS

- A. All non-tenure teachers shall be evaluated at least three times per year and all other teachers twice per year. Said evaluation shall be discussed by the teacher and his supervisor.
- B. All teachers shall have a right to see copies of all evaluation reports prior to their entry into the teacher's personnel file. A teacher shall be required to initial such report but this initialing does not indicate agreement with such evaluation; in the event the teacher refuses to initial the evaluation report, his supervisor will so note this on the report and enter it into his file. If the teacher requests a copy of a evaluation report, the same shall be furnished to him. With exception of confidential material, the teacher shall be entitled to see any derogatory material prior to its placement into his personnel file. If, upon reviewing his file, the teacher desires to answer derogatory material therein, he may have his written answer placed in the file.

ARTICLE XIII

TEACHER FACILITIES

- A. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained.
- B. The Board shall make available, if practicable, in each school a lounge and/or work study room and/or dining area for the teachers. When practicable and possible, separate lavatory facilities exclusive for teachers shall also be made available.

ARTICLE XIV

SICK LEAVE

- A. Teachers shall be allowed ten days sick leave per year. If any teacher

requires, in any school year, less than this specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave in subsequent years. Sick leave is defined to mean absence of the teacher because of personal disability due to illness or injury, or because of exclusion from school on account of contagious disease or quarantine for such disease.

- B. Absence from school for illness in excess of authorized days will be deducted from salary in the amount of 1/200th of a teacher's salary.

ARTICLE XV

TEMPORARY LEAVE OF ABSENCE

A. Death in the Family

1. Five (5) days of leave in the event of death in the immediate family. (Immediate family to mean husband, wife, son, daughter, mother, father, or other relative living in home of employee).
2. An allowance of one (1) day will be granted for death of grandmother, grandfather, uncle, aunt, sister-in-law, brother-in-law, neice or nephew.

B. Personal Leave

Teachers shall be eligible to receive two (2) days personal leave without loss of pay. Application should be made to the principal three (3) days in advance when possible and approved by the Superintendent. No personal leave days shall be granted on in-service training days or immediately before or after holidays. Any applications received more than a week after the absence shall not be approved as personal leave.

C. Educational Visitations

1. All personnel may be authorized to visit other schools or educational agencies for observation and to seek means of improving the curriculum. The limit is two (2) days.
2. Requests for leave in this area will be submitted for approval to the Superintendent through the school principal or Director or Pupil-Personnel Service.
3. Requests must be made at least ten (10) days prior to the scheduled visit.
4. Request for two (2) consecutive days of observation must be approved by the Board of Education and must be submitted not later than two weeks before the scheduled regular meeting of the Board of the current month.
5. A written report of the visit will be submitted through the requested channels to the Superintendent of Schools upon completion of the

observation.

ARTICLE XVI

EXTENDED LEAVE OF ABSENCE

A. Maternity Leave

Leaves of absence for maternity may be granted, without pay, to teachers who are under tenure when application is made for a period up to two (2) years upon application by the candidate on the advice and recommendation of a reputable physician. When a position exists which a teacher is qualified to fill, the candidate may return to service at the beginning of any semester within the two year period.

1. Application for the leave should be made not later than three (3) months after pregnancy has been determined. Generally, a reasonable period at which work should be discontinued, is in the fifth month of pregnancy. Each case will be considered individually.
2. Any teacher on maternity leave shall notify the Board prior to March 1 whether it is her intention to return to her teaching duty in the next school year.
3. Those persons granted a leave of absence for maternity purposes are excluded from the benefits of sick leave.

B. Leave for Adoption of Infant Child

Leaves of absence for the adoption of an infant child may be granted to female teachers who are under tenure when application is made for a period up to two (2) years upon the application by the candidate. When a position exists which a teacher is qualified to fill, the candidate may return to service at the beginning of any semester within the two year period.

1. Application for the leave should be made not later than three months before the anticipated custody of the child by the teacher. Leave begins with custody.
2. Those persons granted a leave of absence for the adoption of an infant child are excluded from the benefits of sick leave.
3. Any teacher on adoption leave shall notify the Board prior to March 1 whether it is her intention to return to her teaching duties in the next school year.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. Teachers will be paid up to \$150.00 for tuition and registration fees

- for in-service training that are approved by the Superintendent.
- B. Courses taken must be those that will add to the effectiveness of instruction as determined by the Superintendent.
 - C. For all returning teachers: courses taken between July 1st and August 31st of the current school year will be paid in October; courses taken between September 1st and January 31st will be paid in March of that year; courses taken between February 1st and June 30th will be paid in September of the following school year.
 - D. Payments will be made upon submission to the Superintendent an official transcript of the course and a receipt of payment for the course.

Payments will be made only to teachers who are returning to the school system. New teachers, whose employment begins September 1 of the school year, are not eligible for such payment.

ARTICLE XVIII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. The Board recognizes its responsibility to continue to give administrative support and backing to its teachers, although each teacher bears the primary responsibility for maintaining control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of the teacher to report to his principal in writing, on forms provided, the names of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

ARTICLE XIX

INSURANCE PROTECTION

As previously practiced the Board will pay 100% of the premium for a single hospitalization policy. The policy will be the Blue Cross/Blue Shield plan as sponsored by the Division of Pension, State of New Jersey.

ARTICLE XX

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its teachers dues for the

Jamesburg Education Association, the New Jersey Education Association, and the National Education Association, or any one or any combination of such associations as said teachers individually and voluntarily authorize the Board to deduct. The Board agrees to deduct Association dues in accordance with Chapter 310, Public Laws of 1967, NJSA 52:14-15:9e, and under rules established by the State Department of Education.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be printed or mimeographed at the expense of the Board, and distributed to the members of the bargaining unit promptly.
- B. Notices under this Agreement shall be given by either party to the other by telegram or registered letter as follows:
To the Board at Grace M. Breckwedel School, Jamesburg, N.J.
To the Association at Jamesburg Education Association, Box 3, Jamesburg, New Jersey.

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be effective shall be effective as of July 1, 1970, and shall continue in effect until June 30, 1971, subject to the Association's right to negotiate over a successor Agreement as provided by Chapter 303, Public Laws 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness thereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

Adopted Special Board Meeting-January 13, 1970

TEACHERS SALARY SCHEDULE

1970-1971

| STEP | EXPERIENCE | B | C | C+ | D | E |
|-------------------------|------------|-------|---------|---------|---------|---------|
| 1 | 0 | 6300. | 7500. | 7800. | 7900. | 8200. |
| 2 | 1 | 6600. | 7800. | 8100. | 8200. | 8500. |
| 3 | 2 | 6900. | 8100. | 8400. | 8500. | 8800. |
| 4 | 3 | 7200. | 8400. | 8700. | 8800. | 9100. |
| 5 | 4 | 7500. | 8700. | 9000. | 9100. | 9400. |
| 6 | 5 | 7800. | 9000. | 9300. | 9400. | 9700. |
| 7 | 6 | 8100. | 9300. | 9600. | 9700. | 10,000. |
| 8 | 7 | 8400. | 9600. | 9900. | 10,000. | 10,300. |
| 9 | 8 | 8700. | 9900. | 10,200. | 10,300. | 10,600. |
| 10 | 9 | 9000. | 10,200. | 10,500. | 10,600. | 10,900. |
| 11 | 10 | 9300. | 10,500. | 10,800. | 10,900. | 11,200. |
| 12 | 11 | 9600. | 10,800. | 11,100. | 11,200. | 11,500. |
| 13 | 12 | 9900. | 11,200. | 11,500. | 11,600. | 11,900. |
| After 15 yrs. in system | | | 11,400. | 11,700. | 11,800. | 12,100. |

Non Degree Bachelors Bachelors plus 30 Masters Degree

Masters + 25 or Doctors Degree

COACHING SALARY GUIDE

1967 - 68

| <u>STEP</u> | <u>YEARS EXP.</u> | <u>SOCCER & BASEBALL</u> | | <u>BASKETBALL</u> | | <u>GROSS COUNTRY</u> | <u>CHIEF/LEADER</u> | <u>DIR. OF ATHLETICS</u> |
|-------------|-----------------------|------------------------------|-----------|-------------------|-----------|--------------------------|---------------------|------------------------------|
| | | <u>Varsity</u> | <u>JV</u> | <u>Varsity</u> | <u>JV</u> | | | |
| 1 | 0 | 300. | 150. | 350. | 200. | 150. | 150. | 225. |
| 2 | 1 | 350. | 200. | 400. | 250. | 200. | 200. | 250. |
| 3 | 2 | 400. | 250. | 450. | 300. | 250. | 250. | 300. |
| 4 | 3 | 450. | 300. | 500. | 350. | 300. | 300. | 350. |
| 5 | 4 | 500. | 350. | 550. | 400. | 350. | | 400. |
| 6 | 5 | 550. | 400. | 600. | 450. | | | 450. |
| 7 | 6 | 600. | 450. | 650. | 500. | | | 500. |

ELEMENTARY PHYS. ED.

| <u>STEP</u> | <u>EXPER.</u> | <u>SALARY</u> |
|-------------|---------------|-----------------|
| 1 | 0 | 100. Per season |
| 2 | 1 | 125. Per season |
| 3 | 2 | 150. Per Season |

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, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

JAMESBURG EDUCATION ASSOCIATION

BY *Helen M. Buckelew*
Its President

BY *Roberta Hozinski*
Its Secretary

JAMESBURG BOARD OF EDUCATION

BY *Burt H. Seder*
Its President

BY *Daniel R. Bonanni*
Its Secretary