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AGREEMENT

BETWEEN THE

BOARD OF EDUCATION OF SOUTH BOUND BROOK

THE COUNTY OF SOMERSET, NEW JERSEY

AND THE

ROBERT MORRIS EDUCATION ASSOCIATION, INC.

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PREAMBLE

This Agreement entered into this 14th day of April, 1971, by and between the Board of Education of South Bound Brook, the Borough of South Bound Brook, New Jersey, hereinafter called the "Board", and the Robert Morris Education Association, Inc., hereinafter called the "Association".

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for collective negotiation, as required by Chapter 303, Public Laws of 1968 of the State of New Jersey for classroom teachers who are under contract in positions requiring certification, including the school nurse.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiation over a succession agreement in accordance with Chapter 303, Public Laws 746 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year in which this agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, be ratified by the Association, and be adopted by the Board.
- B. 1. 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.
2. The Superintendent of Schools shall preside at all meetings. He may be called upon by either the Board or the Association to supply information, data, or advice. Upon request of either the Board or the Association, he may participate in any caucus held during the course of the meeting. He may be called upon by either party at any other time during his normal working hours to provide such information, data, or advice as is needed for the successful progress of these negotiations.

Article II - Negotiation Procedure (Continued)

- C. Unless stated otherwise in the context of this Agreement, all terms and conditions of employment currently in force shall continue to be applicable during the term of this Agreement. Nothing contained herein shall be interpreted so as to eliminate, reduce, nor otherwise detract from any teacher benefit existing prior to this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

Definition

Employees or the Association may file grievances concerning the interpretation, application or violation of policies, this Agreement, or administrative decision which result in personal loss, injury or inconvenience. However, no grievance shall be filed with respect to:

- A. Any By-Law of the Board of Education which concerns the organization and structure of the Board, but does not concern conditions of employment.
- B. A complaint of a non-tenure teacher which arises by reason of his not being re-employed, provided the teacher has been evaluated in accordance with Board Policy.

Article III - Grievance Procedure (Continued)

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of the time its occurrence becomes known to the employee.

Procedure

A. 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. It is understood that employees shall during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

B. Any employee 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.

Article III - Grievance Procedure (Continued)

C. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the principal with a copy submitted to the chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") specifying:

1. The nature of the grievance and date occurred.
2. The nature and extent of the injury, loss or inconvenience.
3. The results of previous discussions.
4. His dissatisfaction with decision previously rendered.

The principal shall communicate his decision with reasons to the employee in writing within five (5) school days of receipt of the written grievance.

D. The employee, 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.

Article III - Grievance Procedure (Continued)

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 with reasons in writing to the employee and the principal.

- E. If the grievance is not resolved to the employee'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 or the employee, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the hearing with the employee, whichever comes later.
- F. Within fifteen (15) school days after receiving a decision from the Board of Education, the aggrieved person, if not satisfied, may submit his grievance in writing to the Commissioner of Education. Decision is binding on all parties. (Title 18A:4-34)

Article III - Grievance Procedures (Continued)

General

- A. In the presentation of a grievance, the employee shall have the right to designate a representative of the Association to appear with him commencing with Procedure C.
- B. A minority organization shall not have the right to present or process a grievance.
- C. All documents, communications and records dealing with the grievance shall be kept in a file separate from the personnel file.
- D. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.
- E. If, in the judgement of the PR&R Committee, a grievance affects a group or class of teachers in one (1) school, the PR&R Committee may submit such grievance in writing to the principal directly and processing of such grievance shall be commenced at Level B.

If a grievance involves two or more schools, it shall be submitted in writing to the superintendent directly and processing of such grievance shall be commenced at Level D.

Article III - Grievance Procedures (Continued)

- F. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest.

ARTICLE IV

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A", which is attached hereto and made a part hereof.
- B. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
2. Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final payday in June.
3. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

Article IV - Salaries (Continued)

4. Teachers shall receive their final pay checks on the last working day in June. The last working day will be that day when all required records have been completed to the satisfaction of the administrator.

Part time teachers will be placed on their proper step on the salary guide as per Board Policy*.

*Board Policy #V states:

A. Faculty Salary.

1. The beginning salary of newly hired teachers may be based upon years of prior teaching service or service in the armed forces, or both, with the approval of the Board of Education, with credit being given in the salary schedule for each full year of such service to a maximum of five years or one year of credit for every two full years of service, whichever is the higher.

2. Proof of increased academic standing shall not be considered as reason for re-negotiation of a teacher's contract during the lifetime of that contract.

B. Benefits

1. Any teacher working the full school year which is the time prescribed by law, will be offered full benefits as approved by the Board of Education.

2. Any teacher not working the full school year which is the time prescribed by law, will be offered benefits pro-rated to the days spent in the school system. The pro-rated days will be based on the days stipulated in the teacher contract.

Article IV - Salaries (Continued)

SCHEDULE "A"

SALARY SCHEDULES

1971-72

STEP	<u>NON-DEG. NON-CERT.</u>	<u>BACHELOR'S DEGREE</u>	<u>BACHELOR'S PLUS 15</u>	<u>MASTER'S DEGREE</u>	<u>MASTER'S PLUS 30</u>
1	\$ 6,100	\$ 8,050	\$ 8,250	\$ 8,650	\$ 8,950
2	6,350	8,350	8,550	8,950	9,250
3	6,600	8,650	8,850	9,250	9,550
4	6,850	9,000	9,200	9,600	9,900
5	7,100	9,350	9,550	9,950	10,250
6		9,700	9,900	10,300	10,600
7		10,050	10,250	10,650	10,950
8		10,400	10,600	11,000	11,300
9		10,750	10,950	11,350	11,650
10		11,100	11,300	11,700	12,000
11		11,500	11,700	12,100	12,400
12		11,900	12,100	12,500	12,800
13		12,300	12,500	12,900	13,200
14		12,700	12,900	13,300	13,600
15		13,150	13,350	13,750	14,050

Substitute: \$20.00 per day

The Board will pay 100% of the cost for courses for future study based on the cost of courses in the State colleges, with the approval of the administrator.

ARTICLE V

TEMPORARY LEAVES OF ABSENCE

As of the beginning of the 1971-72 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.*

- A. A total of no more than four (4) days, only three of which may be personal. A person taking three (3) religious days is entitled to one personal day. Up to and including two (2) religious days will entitle the teacher to two additional personal days.

3 Religious - 1 Personal
0 Religious - 3 Personal
1 Religious - 3 Personal
2 Religious - 2 Personal

No more than three (3) personal days under any circumstances.

* Part time teachers will be pro-rated as per Board Policy (see Article IV).

Article V - Temporary Leaves of Absence (Continued)

- Application to the principal or administrator for personal or religious leave shall be made at least three (3) days before taking such leave, except in case of emergency. The applicant for such leave shall be required to state if it is to be a personal or religious day.
- B. Up to one (1) day for the purpose of visiting other schools with the approval of the administrator as per Title 18.
- C. Time necessary for appearances in any legal proceeding contingent on Board approval.
- D. Up to three (3) days at any one time in the event of death or serious illness of a member of the teacher's immediate family. Additional time may be allowed at the discretion of the superintendent after formal request has been made.
- E. Teachers shall be granted up to one (1) day in the event of death of a teacher's second degree family, such as uncle, aunt, niece, nephew or in-laws.
- F. In the event of the death of a teacher or student in the South Bound Brook school district, the administrator of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

ARTICLE VI

SICK LEAVE

- A. As of September 1, 1971, all tenure teachers employed shall be entitled to eleven (11) sick leave days each school year. Non-tenure teachers employed shall be entitled to ten (10) sick leave days each school year. Unused sick leave shall be accumulated from year to year with no maximum limit.
- B. Non-accumulative additional sick leave benefits shall be allowed to teachers at the discretion of the Board.
- C. Part time teachers will be pro-rated as per Board Policy (see Article IV).
- D. On the first working day of September, each teacher shall be issued a statement informing him of the number of unused sick leave that he has accrued.

ARTICLE VII

SABBATICAL LEAVES

- A. The Board of Education may grant sabbatical leaves of absence for one full year, based upon the superintendent's recommendation, subject to the following conditions.
 - 1. The teacher has completed at least seven (7) full school years of service in the South Bound Brook School district.
 - 2. If there is a qualified applicant, sabbatical leave shall be granted to one (1) eligible teacher at any one time.

Article VII - Sabbatical Leaves (Continued)

3. Sabbatical leaves are to be used only for the purpose of education or education related travel.

4. Requests for sabbatical leave must be received by the superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent no later than November 15, and action must be taken on all such requests no later than January 1 of the school year preceding the school year for which the sabbatical leave is requested. Such requests must include a proposal clearly stating purpose of sabbatical.

5. A teacher on sabbatical leave shall be paid by the Board fifty percent (50%) salary for a full year of the salary he would have received if he had remained on active duty.

6. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

7. A teacher will be required to teach in South Bound Brook for two years immediately following his sabbatical leave.

Article VII - Sabbatical Leaves (Continued)

8. Should the request for sabbatical leave be refused, the teacher shall be given the reasons in writing, by the superintendent. Neither the refusal of requests, nor the reasons given may be used as a grievance.

ARTICLE VIII

INSURANCE PROTECTION

A. As of the beginning of the 1971-72 school year, the Board, after agreement with the Association regarding appropriate insurance carriers, shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and dependent.

1. For each teacher who remains in employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the teacher and his dependents for the full twelve (12) month period.

2. The Board shall provide to each teacher, a description of the healthcare insurance coverage provided under this ARTICLE.

ARTICLE IX

SUMMER SCHOOL, HOME TEACHING AND FEDERAL PROGRAMS

- A. All openings for positions in the summer school, home teaching, federal projects, and other programs (including nonteaching positions in the school system for which teachers may be qualified and eligible) shall be publicized by the superintendent by placing notification in teachers mail boxes at the earliest possible date. All applicants will be notified of the decision. Home teaching openings shall be posted as they occur.
- B. Teachers employed in the South Bound Brook School district shall have priority to such assignments before appointment to applicants from outside the district.

ARTICLE X

TEACHER EVALUATION

- A. 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. A teacher shall be given a copy of any evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon

Article X - Teacher Evaluation (Continued)

without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

- B. 1. A teacher shall have the right, upon request, to review the contents of his personnel file. Every five (5) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent or his designee every five (5) years and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. No material derogatory to a teacher's conduct, service, character or personality, shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the superintendent or his designee and attached to the file copy.

Article X - Teacher Evaluation (Continued)

3. The Board shall not establish any separate personnel file which is not available for the teacher's inspection.

C. Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to such complaint.

D. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE XI

ADMINISTRATIVE COUNCIL

A. The Administrative Council shall be made up of the superintendent, principal(s) and association representatives.

Article XI - Administrative Council (Continued)

- B. The council shall meet when circumstances dictate during the school year to review and discuss current school problems and practices and the administration of this Agreement.
- C. Recommendation of the council shall be forwarded to the Board for proper action.

ARTICLE XII

TEACHING HOURS AND TEACHING LOAD

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.
- B. The notice of and agenda for any meetings shall be given to the teachers involved at least two (2) days prior to the meeting whenever possible, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- C. Teacher participation in field trips which extend beyond the teacher's in-school work day, and overnight or weekend trips, shall be voluntary.

ARTICLE XIII

TEACHER RIGHTS

- A. Required Meetings or Hearings. Whenever any tenure teacher is required to appear before the superintendent or his designee, Board, or any committee member, representative, or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting, or interview, and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be without pay and if and when cleared of the charges, will be reimbursed for lost salary.
- B. Evaluation of Students. The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students with the grading policies of the South Bound Brook School District, based upon his professional judgement of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without prior consultation of the teacher.

Article XIII - Teacher Rights (Continued)

- C. Criticism of Teachers. Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings. Criticism of a supervisor, administrator, or board member by a teacher shall also be made in confidence and not in the presence of parents, students or at public gatherings.

ARTICLE XIV

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notification of Vacancies
1. Date. As vacancies occur, the superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.
 2. Filing Requests. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building may file a written statement of such desire with the superintendent. Such statement shall include the grade and/or subject to which the teacher

Article XIV - Voluntary Transfers and Reassignments (Cont'd.)

desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than April 15.

3. Posting. As soon as practicable, the superintendent shall post in each school and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

4. Criteria for Assignment. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If a teacher's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be granted under the conditions described above, unless there is no available position to which the teacher can be transferred or an adequate replacement for the teacher cannot be obtained. If more than one teacher has applied for the same position, the determination as to which teacher shall receive it shall be made by the superintendent.

Article XIV - Voluntary Transfers and Reassignments (Cont'd.)

5. Notice. Notice of an involuntary transfer or reassignment shall be given teachers as soon as practicable.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be honored by the Board of Education and the Association for the duration of the Agreement.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting and it can be opened for re-negotiations, but all other provisions or applications shall continue in full force and effect.
- C. Any dispute rising as to the interpretation of this Agreement shall be submitted to an impartial arbitrator whose decision shall be binding on all parties.
- D. Any teaching contract between the Board and an individual teacher hereafter executed, shall be subject and consistent with the terms and conditions of

Article XV - Miscellaneous Provisions (Continued)

this Agreement. If the aforesaid teaching contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

- E. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws 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 Constitutions of New Jersey and the United States; that it shall not discriminate for or against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Article XV - Miscellaneous Provisions (Continued)

F. The Board retains all of its responsibility and authority to direct and manage the public schools under applicable laws and regulations, subject only to the limitations imposed by the language of this Agreement.

It is understood that teachers shall continue to serve under the direction of the superintendent of schools and in accordance with the Board and administrative policies, rules and regulations including those set forth in the Board approved Teachers' Code, as amended, (with teachers recommendation being considered) provided that the provisions of this agreement and applicable State laws and regulations shall supersede and prevail over any conflicting provisions.

No additions or changes to the Teachers' Code will be made without prior consent of the Association.

G. 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 all teachers now employed, or hereafter employed by the Board.

Article XV - Miscellaneous Provisions (Continued)

H. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by written notice at the following addresses:

1. If by Association, to Board at Robert Morris School #1, 107 Elizabeth Street, South Bound Brook, New Jersey.

2. If by Board, to Association, to the home address of the current association president.

ARTICLE XVI

DURATION OF THE AGREEMENT

This Agreement shall be effective as of July 1, 1971, and continue in effect until June 30, 1972. Negotiations will commence no later than October 1 of each year for each successive agreement.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on date indicated unless extended by mutual agreement.

Article XVI - Duration of the Agreement (Continued)

The parties hereto have read the terms of this Agreement before signing the same and hereby agree that no statement, remark, agreement, or understanding, whether oral or written, not contained herein, will be recognized or enforced.

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

SOUTH BOUND BROOK BOARD OF EDUCATION

By *Pat Greenwood*
President

By *Nicholas W. Barber Jr.*
Secretary

ROBERT MORRIS EDUCATION ASSOCIATION

By *Alma Rankin*
President

By *Thomas Martin*
Chairman of
Professional Negotiations