

Contract # 120

f

Library  
INSTITUTE OF MANAGEMENT  
FEB 8 1994  
PURDUE UNIVERSITY

CONTRACT

between the

BAY HEAD BOARD OF EDUCATION

and the

BAY HEAD TEACHERS ASSOCIATION

1993-96

INDEX

PREAMBLE

- P. 2 Article I: Recognition
  - A. Unit
  - B. Definition of Teacher
- P. 3 Article II: Negotiation of Successor Agreement
  - A. Deadline Date
  - B. Modification
- P. 4 Article III: Grievance Procedure
  - A. Definitions
    - 1. Grievance
    - 2. Aggrieved Person
    - 3. Party in Interest
  - B. Purpose
- P. 5 C. Procedure
  - 1. Time Limits
  - 2. Steps ( Four Levels)
- P. 6 D. Rights of Teachers to Representation
  - 1. Teacher and Association
- P. 7 E. Miscellaneous
  - 1. Group Grievance
  - 2. Written Decisions
  - 3. Separate Grievance File
  - 4. Meetings and Hearings
- P. 9 Article IV: Teacher Rights
  - A. Required Meetings or Hearings
  - B. Association Identification
- P. 10 Article V: Association Rights and Privileges
  - A. Information
  - B. Released Time for Meetings
  - C. Use of School Buildings
  - D. Use of School Equipment
- P. 11 E. Bulletin Boards
  - F. Mail Facilities and Mail Boxes
  - G. Exclusive Rights
- P. 12 Article VI: Teacher Work Area
- P. 13 Article VII: Work Hours and Work Load
  - A. through J.

- P. 15 Article VIII: Salaries
  - A. Salary Schedule
  - B. Method of Payment
    - 1. Ten Month
    - 2. Exceptions
    - 3. Final Pay
    - 4. Summer Pay Plan
    - 5. Adjustment to Salary Schedule
- P. 17 Article IX: Teacher Work Stations
  - A. Procedure
  - B. Procedure for Change in Teacher Work Stations
- P. 19 Article X: Promotions
  - A. Positions Included
    - 1. Date of Posting
    - 2. Application Procedure
- P. 21 Article XI: Teacher Evaluation
  - A. Procedure
    - 1. Frequency
    - 2. Evaluation by Certificated Supervisors
    - 3. Copies of Evaluations
    - 4. Conferences
  - B. Personnel Records
    - 1. Right to Review
    - 2. Derogatory Material
    - 3. No Separate File
- P. 23 Article XII: Complaint Procedure
  - A. Procedural Requirement
  - B. Meeting with Chief School Administrator
  - C. Procedure (7 Steps)
- P. 25 Article XIII: Temporary Leaves of Absence
  - A. Sick Leave
  - B. Personal Leave
  - C. Professional Visitation
- P. 27 Article XIV: Extended Leaves of Absence
  - A. International and Federal Programs
  - B. Military
  - C. Physical Disability
  - D. Child Care
  - E. Benefits
  - F. Extensions and Renewals

P. 29 Article XV: Sabbatical Leaves

- A. Purpose
- B. Conditions
  - 1. Percentage of Teachers
  - 2. Requests
  - 3. Minimum Time to Qualify
  - 4. Pay
  - 5. Return

P. 31 Article XVI: Benefits

- A. Tuition Reimbursements
- B. Health Care Insurance

P. 33 Article XVII: Deduction from Salary

- A. Association Payroll Dues Deduction

P. 34 Article XVIII: Miscellaneous Provisions

- A. Nondiscrimination
- B. Separability
- C. Compliance Between Individual Contract and Master Agreement

P. 35 D. Printing Agreement

- E. Term of Agreement

PREAMBLE

This Agreement is between the Bay Head Board of Education, Bay Head, New Jersey, hereinafter called the "Board" and the Bay Head Teachers' Association, hereinafter called the "Association."

W I T N E S S E T H:

WHEREAS, the Board has an obligation pursuant to Chapter 303, Public Laws of 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certified personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board; but excluding custodians, secretaries, Board office assistants, confidential employees, nurses, and chief school administrator.

B. Definition of Teacher

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

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

#### A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws of 1975 in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin at a date mutually agreed upon by the parties.

Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

#### B. Modification

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. Definitions

##### 1. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting a teacher or a group of teachers.

##### 2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

##### 3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. 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. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Time limits for raising a grievance will be no more than 30 school days after the occurrence of the grievance.

2. Steps

a. Level One - Informal

The person having a grievance will first discuss it with the Principal. The Principal will meet with the grievant within five (5) school days after presentation, in an attempt to resolve the problem.

b. Level Two - Principal

If not resolved under the above step, the grievant will, within five (5) school days of the meeting of the Principal, submit the grievance in writing to the Principal who will in turn give a written answer within five (5) school days.

c. Level Three - Board

If not resolved at this step, the grievant and/or his representative shall submit the written grievance and the Principal's answer to the Board, through the Principal, within five (5) school days of the Principal's answer, for resolution. The Board will submit its disposition by thirty (30) calendar days.

d. Level Four - Arbitration

- (1) Only grievances based solely upon an alleged violation, misinterpretation or misapplication of the express terms of this Agreement may be submitted to arbitration. The disposition of all other grievances at Level III shall be final.
- (2) If the Association is not satisfied with the disposition of the grievance at Level III, it may submit the grievance to arbitration within fifteen (15) days of receipt of the written determination at Level III.
- (3) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association will request a list of arbitrators from PERC and proceed to select an arbitrator in accordance with PERC rules and procedures.
- (4) The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision or remedy which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.
- (5) The cost for the services of the arbitrator will be borne equally by the Board and the Association.

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by representative(s) selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Principal directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C paragraph d of this Article.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore, referred to in this Article.

ARTICLE IV

TEACHER RIGHTS

A. Required Meetings or Hearings

Whenever any teacher is required to appear before any administrator or supervisor, 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 representative(s) of the Association present to advise him and represent him during such meeting or interview.

B. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available to the Association, in response to reasonable requests from time to time, information in its possession which is necessary for the Association to carry out its duty of representation in negotiations and grievances.

B. Released Time for Meetings

Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences, or meetings, mutually scheduled by the Board and the Association, he shall suffer no loss in pay.

C. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at all hours for meetings. The Principal shall be notified two (2) days in advance of the time of such meetings. The approval of the Principal shall be required.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at times, when such equipment is not otherwise in use. The Association shall pay for the costs of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

E. Bulletin Boards

The Association shall have the exclusive use of a bulletin board in the faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the school office where general notices are posted. Copies of all materials shall be submitted to the Administrative Principal or his designated representative for initialing, but not approval, before posting.

F. Mail Facilities and Mail Boxes

The Association may have the right to use the inter-school mail facilities and school mail boxes as it deems necessary with the approval of the Principal.

G. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.



ARTICLE VI

TEACHER WORK YEAR

- A. The in-school work year for teachers will not exceed one hundred eighty-five (185) days in each year covered by this Agreement.
- B. The Association recognizes that the Board has the sole legal right and responsibility to determine the school calendar, and the Board agrees that the Association will be consulted before the calendar is determined.
- C. The in-school work year shall include days when pupils are in attendance, in-service days, and any other days on which teacher attendance is required.
- D. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

ARTICLE VII  
WORK HOURS AND WORK LOAD

- A. The total in-school work day shall not be more than seven (7) hours, which shall include a duty-free lunch period.
- B. Teachers shall be required to report to work fifteen (15) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen (15) minutes after the school day except as otherwise provided herein.
- On days when school is dismissed early because of inclement weather, one teacher may be required to remain after the fifteen (15) minute period after dismissal to supervise students until all are safely released and sent home.
- C. Teachers who are assigned to work beyond the regular in-school work day for home teaching shall be compensated at the rate of \$21.00 per hour.
- D. Student clubs and intramural athletics will be paid on a stipend basis. The compensation established by the Board for the term of this contract will be \$600.00 per year for an activity. The definition of an activity for a year will include a minimum of one (1) hour per week for approximately 38 weeks. The length of time for an activity may be modified through mutual agreement and approval with the administrator; payment will then be pro-rated.
- E. The regular in-school work day of the kindergarten teacher will be four (4) hours and will include daily assignment to inside lunch supervision. Her salary will continue to be fifty (50) percent of her step on the salary guide, but it is understood that the twenty (20) hour work week will entitle her to the full insurance benefits provided in Article XVI.
- On days when this teacher is absent, other teachers will be assigned to this duty according to a roster to be prepared by the Administrative Principal. If the incumbent Kindergarten teacher should terminate her employment in Bay Head during the life of this Agreement, the inside lunch supervision assignment will be rotated among the teaching staff.
- F. Full-time classroom teachers shall, in addition to their lunch period, have a preparation period during the time special subjects (defined as vocal music, art, physical education) are taught to their respective classes.
- G. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. Teachers shall notify the Principal's office when leaving.

- H. Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty meetings not more than twenty (20) days in each school year, except for emergencies. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no longer than forty (40) minutes.
- I. Teachers may be required to attend no more than five (5) evening assignments or meetings each year without additional compensation.
- J. Teachers accompanying students on overnight trips shall be compensated at the additional rate of \$100.00 per night over and above their regular salary. Overnight is defined to mean a trip where pupils are housed away from home from one evening to the following morning.

ARTICLE VIII

SALARIES

A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

B. Method of Payment

1. Ten (10) Month

Each teacher shall be paid in twenty (20) equal semi-monthly installments.

2. Exceptions

When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.

3. Final Pay

Each teacher shall receive his final pay on his last working day in June.

4. Summer Pay Plan

Each teacher may individually elect to have ten (10%) percent of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final pay day in June, according to a schedule of payment throughout the summer as requested by the teacher, or upon death or termination of employment, if earlier.

5. Adjustment to Salary Schedule

Each teacher shall be placed on his proper step of the salary schedule as of the beginning of each school year. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

ARTICLE IX

TEACHER WORK STATIONS

A. Procedure

1. All teachers shall be given written notice of their class and/or subject stations, and room assignments for the forthcoming year no later than June 30. A list of said stations shall be simultaneously sent to the Association.
2. The Principal shall notify all newly-appointed personnel of their specific positions within that subject area and/or grade level for which the Board has appointed them. The Principal shall give notice of work stations to new teachers as soon as practicable, and except in cases of emergency, not later than August 15.
3. In the event that changes in such schedules, class and/or subject, or room stations are required by the Principal after June 30, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher, the changes shall be promptly reviewed between the Principal or his representative and the teacher affected and at his option a representative of the Association.

B. Procedure for Change in Teacher Work Stations

1. The Administrative Principal shall post in the school buildings a list of the known certificated or promotional vacancies as they occur.
2. Teachers who desire a change in grade and/or subject station may file a written statement of such desire with the Principal. Such statement shall include the grade and/or subject to which the teacher desires to be placed. Such requests for change in the work station for the following year shall be submitted no later than April 15.

3. Notice of a voluntary change in work station shall be given to teachers as soon as practicable and except in cases of emergency not later than June 15.

ARTICLE X

PROMOTIONS

Positions Included

All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Administrative Principal in accordance with the following procedure:

1. Date of Posting

When school is in session, a notice shall be posted in the school as far in advance as practicable, ordinarily at least thirty (30) days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Administrative Principal within the time limit specified in the notice, and the Administrative Principal shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Administrative Principal's office for continual consideration for future vacancies for a period of one year.

2. Application Procedure

Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session, shall submit a self-addressed stamped envelope to the Administrative Principal together with the position(s) for which they desire to apply. The Administrative Principal shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable,



ordinarily at least twenty-one (21) days before the final date when applications must be submitted. In addition, the Administrative Principal shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, in the school, and a copy of said notice shall be given to the Association.

ARTICLE XI

TEACHER EVALUATION

A. Procedure

1. Frequency

Teachers shall be observed through classroom visitation by a certified supervisor at least two (2) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate supervisor for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Each observation shall consist of at least a complete lesson.

2. Evaluation by Certificated Supervisors

a. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction. On the first day of each school year, each teacher shall be given the name of the person who will evaluate his classroom performance.

b. Evaluators shall be regular full-time employees of the school district.

3. Copies of Evaluations

A teacher shall be given a copy of any class visit evaluation report prepared by his evaluator 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 without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

4. Conferences

Evaluation conferences as described in Section A-1 shall occur within fifteen (15) days of the observation.

B. Personnel Records

1. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies, at his own expense, of any documents contained therein. A teacher shall be entitled to have representative(s) of the Association accompany him during such review.
2. Derogatory Material - No material derogatory to a teacher's conduct, service, character or personality or any material which could have an adverse effect on a teacher's status 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.
3. No Separate File - Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

ARTICLE XII

COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which does or may influence evaluation of a teacher shall be processed according to the procedure outlined below.

B. Meeting with Chief School Administrator

The Chief School Administrator shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Procedure

1. Step 1

In the event a complaint is unresolved to the satisfaction of all parties, the teacher may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

2. Step 2

Any complaint unresolved under Step 1 at the request of the teacher or complainant shall be reviewed by the Chief School Administrator in an attempt to resolve the matter to the satisfaction of all parties concerned. If necessary, the Chief School Administrator shall request a meeting with the teacher and the complainant in an attempt to solve the problem.

3. Step 3

Any complaint unresolved at Step 2 may be submitted in writing by the complainant or the teacher to the Chief School Administrator.

4. Step 4

Upon receipt of the written complaint, the Chief School Administrator or his designee shall confer with all parties. The teacher shall have the right to be present at all meetings of the Chief School Administrator and the complainant. The teacher shall also have the right to be represented by the Association at any meetings or conferences regarding such complaint after Step 3.

5. Step 5

If the Chief School Administrator or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher, he shall forward the results of his investigation along with his recommendation, in writing, to the Board and a copy to all parties concerned.

6. Step 6

After receipt of the findings and recommendations of the Chief School Administrator or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Chief School Administrator or his designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

7. Step 7

Any complaint unresolved under Step 6 may be submitted by the teacher to the grievance procedure as set forth in Article III of this Agreement and shall commence at Level 2.

ARTICLE XIII

TEMPORARY LEAVE OF ABSENCE

A. Sick Leave

As of September 1, 1981, all teachers employed shall be entitled to ten (10) 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 days shall be accumulated from year to year with no maximum limit.

1. A teacher transferring to Bay Head from another district within New Jersey will be allowed one-half of his unused sick leave, not to exceed 10 days.
2. A teacher who is absent for three (3) or more consecutive school days will submit a physician's certificate to the principal upon his return.
3. All full-time employed shall be entitled to two (2) family sick days, for members of the immediate family, each school year. Unused days shall not be accumulated from year to year. If an additional family leave day is needed, a personal day may be used with Administrator approval.
4. Preventive flu shots shall be given by the school physician to any employee on a volunteer basis according to a schedule established by the administrator.

B. Personal Leave

Applies to situations of a personal nature whereby a teacher must be absent from his class. These days are not cumulative.

1. Up to five (5) days allowed for death in the immediate family. The immediate family will include father, mother, spouse, and child.
2. Up to three (3) days allowed for death of a relative. Relative will include brother, sister, mother-in-law, father-in-law, and teacher's grandparents.
3. One (1) day allowed for death of an aunt, uncle, first cousin, niece or nephew.

4. Three (3) days allowed for personal business. Personal business shall include legal matters, religious observance, post graduate graduation.
  5. The Board of Education upon recommendation of the Principal reserves the right to grant leave time with full pay for reasons not enunciated herein.
- C. Professional visitation of one day will be allowed each teacher with the approval of the Administrative Principal. A brief report of this visitation will be conveyed to the Principal at the teacher's earliest convenience.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

A. International and Federal Programs

A leave of absence without pay of up to one (1) year may be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

B. Military

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge. A similar leave shall be granted to a teacher whose spouse is inducted or enlists. The leave will be granted to him or her.

C. Physical Disability

A teacher who is absent because of a physical disability caused by illness, accident, pregnancy or childbirth shall be entitled to receive his or her regular salary for the period of said disability or until the exhaustion of his or her accumulated sick leave, whichever comes first.

- A teacher having advance knowledge of an expected period of physical disability must inform the Administrative Principal of the expected date and duration of such disability.



D. Child Care

The Board may grant child care leave without pay to any teacher upon request subject to the following conditions:

1. Child care leave shall commence at a date mutually agreed upon by the teacher and the Board and shall end the next June 30.
2. Upon the teacher's written request, the Board may grant an extension of child care leave for one year.
3. Child care leave may be granted for the care of both natural born and adopted children.

E. Benefits

All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

F. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE XV

SABBATICAL LEAVES

A. Purpose

A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, or for other reasons of value to the school system to be justified in writing to the Board.

B. Conditions

Sabbatical leave may be granted, subject to the following conditions:

1. Percentage of Teachers

If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of one (1) teacher at any one time.

2. Requests

Requests for sabbatical leave must be received by the Administrative Principal in writing in such form as may be mutually agreed on by the Association and the Administrative Principal, no later than January 1, and action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.

3. Minimum Time to Qualify

The teacher has completed at least seven (7) full school years of service in the Bay Head School District.

4. Pay

A teacher on sabbatical leave (either for one-half [1/2] of a school year or for a full school year) shall be paid by the Board at one-half (1/2) of his salary rate which he would have received if he had remained on active duty.

5. Return

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, and he shall be credited with all other benefits for which he would have been entitled during the period of his leave and continuing thereafter upon his return, and agrees to continue to teach in Bay Head for not less than one (1) year after returning from sabbatical leave. A teacher who fails to teach one year after returning from leave will be required to return to the Board the full amount of salary he received from the Board while on leave.

ARTICLE XVI

BENEFITS

A. Tuition Reimbursements

As an incentive to the faculty of the Bay Head School to continue to improve the educational program, to encourage professional growth and to allow the opportunity to reinforce educational concepts, the Bay Head Board of Education will reimburse full-time faculty members for graduate or professional courses taken at accredited Colleges or Universities at a rate per credit not to exceed that currently charged by State Colleges, including administrative and registration fees, for a maximum of six (6) credits each semester. To be eligible for such reimbursement the following conditions and procedures are required:

1. The courses should be graduate courses and fulfill requirements toward obtaining an advanced degree in elementary education or administration.
2. Courses taken for professional improvement at either the graduate or undergraduate level may be approved if they are directly related to the Bay Head School Curriculum (i.e., reading, math, social studies, testing, etc.)
3. Courses taken to meet basic certification requirements will not be considered for reimbursement.
4. To be eligible to receive reimbursement, course approval form should be submitted to the Principal prior to enrollment in a course.
5. After completion of the course, a request for reimbursement should be filed with the Principal along with the course record card showing evidence that the course has been completed and a passing grade obtained.

6. When all requirements have been met, the request will be approved by the Principal and processed through the Board Secretary's office.
7. Notice must be submitted in writing to the Principal by September 30 of the year preceding the year in which the salary increase would occur to insure proper placement on salary guide beyond the BA Degree.
8. Part-time faculty members will be considered for reimbursement for college credits on an individual basis.

B. Health Care Insurance

The Board shall provide the following:

1. For each eligible teacher the Board of Education will pay Full Family Coverage under the New Jersey Health Benefits Program, which includes Blue Cross/Blue Shield, Rider J and Major Medical Coverage.
2. For each eligible teacher the Board of Education will pay Family Coverage for the Pre-paid Prescription program under the New Jersey State Health Benefits Program. Co-payments are established in accordance with the New Jersey State Health Benefits Program.
3. For each eligible teacher the Board of Education will pay for Single Coverage (Employee only), Program I under the Delta Dental Plan of New Jersey.
4. For each eligible teacher, the Board of Education will provide Single Coverage (Employee only) paid Vision Care Plan B under Grinspec, Inc. (C.I.G.N.A.).

ARTICLE XVII

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers dues for the Bay Head Teachers' Association, the Ocean County Education Association, the New Jersey Education Association, or the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Teachers' Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. The Board also agrees to deduct credit union payments such as Mon-0c paid directly through the payroll deduction program providing that the increased bookkeeping does not place an undo burden on the Board Secretary's office.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board agrees that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or age.

A claimed violation, misinterpretation or misapplication of this section will not be subject to arbitration provided in Article III of this Agreement.

B. Separability

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, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

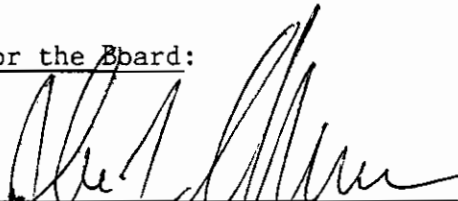
D. Printing Agreement

Copies of this Agreement will be printed at the expense of the Board and will be provided to all teachers now employed or who will be employed during the life of the Agreement.

E. Term of Agreement

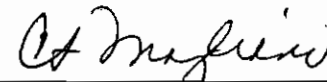
This agreement shall be in effect from July 1, 1993 through June 30, 1996.

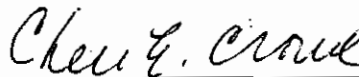
For the Board:

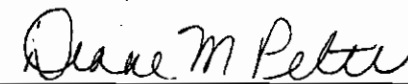
  
\_\_\_\_\_  
John J. Lederer, President and  
Chairman of Negotiations Committee

  
\_\_\_\_\_  
Elizabeth L. Applegate, Vice-Pres.  
and Negotiation Committee Member

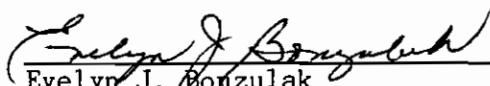
For the Association:

  
\_\_\_\_\_  
Carmen A. Magliano, President

  
\_\_\_\_\_  
Cheri E. Crowl, Chairman  
of Negotiations Committee

  
\_\_\_\_\_  
Diane M. Peters, Co-Chairman  
of Negotiations Committee

Attest:

 9/1/93  
\_\_\_\_\_  
Evelyn J. Bonzulak Dated  
Board Secretary



BAY HEAD SCHOOL DISTRICT SALARY SCHEDULE

	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
1.	24,756	25,875	27,249
2.	25,356	26,465	27,849
3.	25,956	27,065	28,439
4.	26,556	27,665	29,039
5.	27,156	28,265	29,639
6.	27,756	28,865	30,239
7.	28,356	29,465	30,839
8.	28,956	30,065	31,439
9.	29,706	30,665	32,039
10.	30,456	31,415	32,639
11.	31,206	32,165	33,389
12.	31,956	32,915	34,139
13.	32,876	33,665	34,889
14.	33,786	34,585	35,639
15.	34,706	35,495	36,559
16.	35,606	36,415	37,469
17.	37,046	37,315	38,390
18.	38,486	38,755	39,289
19.	39,926	40,195	40,729
20.	41,366	41,635	42,169

CREDITS

MA	1,300	BA + 15	500	BA + 30	1,000
		MA + 15	1,700	MA + 30	2,200

OFF GUIDE

1993-94	1,606
1994-95	1,709
1995-96	1,974

BAY HEAD SCHOOL DISTRICT SALARY SCHEDULE, CONTINUED

Teachers reaching the 21st step will be considered off the Guide and will receive the average increment received by all teachers. This increment will be added to their previous year's salary.