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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT BETWEEN THE
CENTRAL REGIONAL BOARD OF EDUCATION
AND THE
CENTRAL REGIONAL EDUCATION ASSOCIATION
1969-70

CENTRAL REGIONAL HIGH SCHOOL
Bayville, New Jersey 08721

EDWIN L. VOLL, SUPT.

T A B L E O F C O N T E N T S

PREAMBLE

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P R E A M B L E

This Agreement entered into this _____ day of _____, 1969, by and between the Board of Education of the Central Regional School District of the City of Bayville, New Jersey, hereinafter called the "Board", and the Central Regional Education Association, hereinafter called the "Association", as follows:

A R T I C L E I

R E C O G N I T I O N

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for those certified personnel whether under contract, on leave, employed or to be employed by the Board, including: classroom teachers, guidance counselors, nurses and librarians.

B. 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.

C. Classroom teachers shall include special education teachers and reading teachers.

A R T I C L E I I

N E G O T I A T I O N P R O C E D U R E

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Complete teacher association proposal shall be submitted to the Superintendent not later than October 1st. Such negotiations shall begin not later than October 15th of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association, through the Superintendent, for inspection all pertinent records, data and information of the Central Regional School District that fall within the public domain.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall, in good faith, make proposals, consider proposals, and make counter proposals in the course of negotiations.
- D. The Superintendent of Schools will meet with the Association for review of the current agreement and/or use his office as a vehicle for presenting to the Board or the Association additional proposals on behalf of either party
- E. Except as this Agreement shall hereinafter otherwise provide, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE III

TEACHERS' GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" shall mean a complaint by employee(s) or representative(s) of employee(s) that there has been a misinterpretation, misapplication or violation of policies, agreements and administrative decisions affecting them.

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

3. A "party in interest" is the person or persons making the claim and any person 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 of the grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

C. Procedure:

1. Since it is important that grievances be processed as rapidly as possible, 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.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may

be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. A grievance to be considered under this procedure must be initiated in writing by the employee within 30 calendar days of its occurrence.

4. Level One;

(a) A teacher with a grievance shall first discuss it with his principal, or immediate supervisor, either directly or through the Association's designated representative with the objective of resolving the matter informally.

5. Level Two;

If the aggrieved person is not satisfied with the disposition of his grievance at Level One or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

6. Level Three;

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education through the Superintendent of Schools.

7. Level Four;

(a) Within five (5) school days after receiving the written request of the aggrieved party, the Association shall request in writing, through the Superintendent's office, a hearing with the Board of Education. The Board, or a committee thereof shall review the grievance and shall hold a hearing on the grievance and render a decision in writing within fifteen (15) calendar days of receipt of the grievance.

(b) If the aggrieved person is not satisfied with the disposition of his grievance at Level Four, he may within five (5) school days of the Board's decision, request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

8. Arbitration;

(a) 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 arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(b) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his recommendation not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's recommendation shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The recommendation of the arbitrator shall be submitted to the Board and the Association and shall not be binding on the parties.

(c) The costs for the services of the arbitrator, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. Rights of Teachers to Representation;

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or any person of his own choosing, including a representative selected or approved by the Association. When a teacher is not represented by the

A R T I C L E I V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information in the public domain concerning the financial resources of the district, including but not limited to: annual financial reports and audits, minutes of all Board meetings, census data, names and addresses of all teachers, and such other information as the Board feels shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay.

C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property with appropriate administrative approval and provided that this shall not interfere with or interrupt normal school operations.

D. The Association and its representatives shall have the right to use the school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required.

E. The Association, for its proper purposes, shall have the right to have its qualified personnel use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and shall be responsible for any damages to any of the equipment. This right shall not extend to the Office of the Board Secretary.

F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge to be main-

tained by the Association. The Association shall also be assigned available space on the bulletin board in the central office for Association meeting notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

G. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration; simultaneous copy to building principal.

H. All orientation programs for new teachers shall provide a time at the end of the compulsory part of the program where the Association officers will be introduced and will be permitted to conduct such program as they desire.

I. The rights and privileges of the Association and its representatives as set forth in Article IV of this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and not to other organizations.

A R T I C L E V

T E A C H E R E M P L O Y M E N T

A. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1969-70 school year.

B. Previously accumulated unused sick leave days will be restored to returning teachers upon returning from a Board approved leave.

C. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15th.

A R T I C L E V I

T E A C H E R A S S I G N M E N T

A. All teachers shall be given written notice of their class and/or subject assignments for the forthcoming year not later than the end of school.

1. In the event that changes in such classes and/or subject assignments are proposed after the end of the previous school year, any teacher affected shall be notified promptly in writing and upon the request of the teacher, the changes shall be properly reviewed between the superintendent and the teacher affected.

B. In order to assure that pupils are taught by teachers working within their area of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study.

A R T I C L E V I I

T R A N S F E R S , R E - A S S I G N M E N T S , P R O M O T I O N S ,
H O M E T U T O R I N G A N D F E D E R A L P R O G R A M S .

A. All vacancies in existing or newly created positions and all openings for positions in federal projects and other programs including non-teaching positions for which teachers may be qualified and eligible shall be supplied to the Association for posting.

B. The notice shall, when appropriate or necessary, contain job description and salary. Applications may be obtained from the Superintendent's office and interviews will be arranged.

C. Teachers wishing to participate in home tutoring shall submit their names for inclusion in a master list from which home tutors shall be selected. Home tutoring assignments shall be equitably distributed.

D. Those persons desiring promotional consideration in the absence of a vacancy, or in the event this vacancy may occur when school is not in session, must make their desires known in writing to the Superintendent. It is the responsibility of the would-be candidate to make known his whereabouts for contact purposes, in the event a vacancy occurs when school is not in session.

E. Consideration will be given all qualified personnel in the employ of the Board when a position of promotion becomes available. The personal qualifications, eligibility, dedication and past services rendered to the Board will be given consideration. If in the opinion of the Superintendent, two candidates are equally qualified, preference will be given to the person in the Board employ.

A R T I C L E V I I I

TEACHING HOURS AND TEACHING LOAD

As professionals, teachers are expected to devote to their assignments the time necessary to meet their contractual responsibility.

1. Sign in - Sign out;

(a) Teachers shall indicate their presence for duty in the A.M. by placing their names or initials in the appropriate column.

(b) They shall indicate their departure by the same method in the P.M., using the appropriate column.

2. The work day schedule for 1969-70 is attached.

(a) The weekly teaching load shall be not more than 30 1/2 teaching periods. Supervisory assignments shall be considered a teaching period for the purpose of this Agreement.

(b) Subject to Article VI, assignments shall be made at the discretion of the administration and within the area of teacher competency, teaching certification, or their major or minor fields of study.

3. Teachers shall have a daily duty free lunch period.

4. Teachers are required to remain after the end of the regular work day, without additional compensation, one day per week not exceeding sixty (60) minutes to participate in the co-curricular or tutorial program until February 1, 1970, voluntary thereafter.

5. Teachers may be required to remain after the regular workday, without additional compensation for the purpose of attending faculty or other professional meetings four (4) days

per month until December 31, 1969, and two meetings per month through June 30, 1970, C R E A meeting excepted. Emergency meetings may be called by the administration subject to grievance.

(a) Such meetings will begin no later than fifteen minutes after student dismissal time and shall run no more than sixty (60) minutes.

(b) Teachers are required to be on time for said meetings to assure an agreed starting time (15 minutes after student dismissal).

(c) Teachers shall have an opportunity to discuss matters of school importance at such meetings.

6. Teachers' participating in field trips which extend beyond the teacher's work day, as well as overnight and weekend trips, shall be voluntary.

7. Length of School day;

A. Teachers' Work day:

(1) 8:00 A.M. - 3:30 P.M.

(a) Duty assignment - homeroom or supervisory
8:15 A.M. - 8:35 A.M.

(b) Class Program - 8:35 A.M. - 3:19 P.M.

(c) Teacher Dismissal - 3:30 P.M.

A R T I C L E I X

C L A S S S I Z E

A. The Board and Administration recognizes the need for maintenance of reasonable class size for effective instructional purposes.

B. The Board and Administration will continue their determination of adequate size classes within the statutory limits and/or the limits of economics and available plant facilities.

C. The Board and Administration will endeavor to continue the practice of controlling class size commensurate with all known sound educational practices.

A R T I C L E X

S P E C I A L I S T S

A. The Board and Association recognize the fact that an adequate number of competent specialists is essential to the good operation of an effective educational program.

B. To this end, the Board will continue, as in the past, to recognize this need as it applies to the total school function and as facilities and funds may dictate.

A R T I C L E X I

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. Pupil Discipline and Conduct

1. The first and most important step toward effective teaching is good classroom control. Effective learning by students cannot take place unless the teacher has control of his students and the attention of the class. Infraction of rules or intolerable disturbances must be taken care of immediately and properly. Teachers should be quick to recognize trouble areas, and proceed to prevent trouble before it happens.

2. Classroom control is the responsibility of the individual classroom teacher and cannot be delegated to students. Most classroom problems must be solved by the classroom teacher; those teachers who are usually considered to be good teachers by their fellow teachers and by students are those who have few, if any, serious disciplinary situations. It follows, then, that teachers must use every reasonable means to establish a healthy disciplinary situation as a result of their own efforts.

3. Discipline should be considered as a means of improving student or group self-control, and should not be interpreted in the narrow sense as a means of punishment. Corporal punishment is not permitted in New Jersey schools.

4. Experience seems to indicate that the following factors are important in establishing good discipline:

(a) All students must be treated fairly. While students may not be mature enough to treat others fairly, they nevertheless expect and desire fair treatment from adults.

(b) Teacher attitude, actions and stability must be consistent in day-to-day relations with students. Students do not know what to expect if teachers treat them in a condescending mirthful manner one day or during one period and are seriously concerned about these same items another day or at another time during the period.

(c) Teachers should have good subject matter background and be able to present this subject matter to students in such a way that students realize the teacher knows his subject matter well. Be Prepared to Teach.

(d) Teachers should set a good day to day example of self-control, courtesy, and disciplined behavior.

(e) Thorough preparation and interesting presentation will tend to help motivate students properly. Be prepared to teach each day.

(f) Originality and ingenuity in creating a change in the daily program from time to time can help to create and sustain student interest and enthusiasm.

Embarrassment is not a very effective method of punishment for classroom misconduct. The use of sarcasm, the ~~infantile~~ device of sending a student out of the room to stand in the hall or in front of the room as "punishment" will not be condoned.

B. When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, counselor, psychologist, physician or other specialist, he shall so inform his principal or immediate superior. The principal or immediate supervisor, after conferring with the teacher, may arrange as soon as possible for a conference among himself, the teacher and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

C. Discipline Procedure

1. If classroom situations arise which necessitate the removal of a student from the classroom the teacher is to send the student to the respective Associate Principal in charge of student control for his particular grade level, with a discipline report completed in duplicate. It is difficult if not impossible for the Associate Principal to be of assistance without written information pertaining to the referral. The student must have a hall pass for admittance to the office. The Central Office is not a dumping ground for a student with minor personal problems.

2. Inasmuch as consistency will encourage improved disciplinary procedures, the following items must be considered in making discipline referrals to the office:

(a) Students are not to be referred to the Associate Principal for such reasons as gum-chewing, incomplete assignments, whistling, looking out of the windows, and other minor infractions which should be controlled by the teacher.

(b) Teachers do not have the authority to exclude a student from class either temporarily, indefinitely or permanently.

(c) The Associate Principal will not dispense punishment for a referral already decided by the teacher. A teacher making a referral to the Associate Principal should accept the decision made by the administrator. His decision may not always be satisfactory to you, but assistance is given when asked for and should not be subject to loud criticism if the solution does not meet with the teacher's approval. ~~In cases like this, maybe the teacher could have done a better job.~~

(d) The Disciplinary Report will become a part of the student's record, and the teacher will be informed of the action taken and/or suggestions made.

3. When the referral is to be made to the Associate Principal, the following procedure will take place:

(a) The teacher will send the student to the Central office with the Disciplinary Report and a corridor pass completely filled in.

(b) A record of the referral will be made in the discipline file noting time, nature of the referral, student's name, and teacher's name.

(c) Teachers may be asked to participate in the referral conference, when the occasion requires their appearance.

(d) The teacher will receive the duplicate copy of the referral noting the action taken and/or suggestions concerning solution of a problem.

A R T I C L E X I I

T E A C H E R R I G H T S

A. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

B. No teacher shall be formally disciplined or formally reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

C. Whenever any teacher is required to appear before the Board or any committee or member 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(s) of his choosing present to advise him and represent him during such meeting or interview.

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

E. Any suspension of a teacher by the Superintendent shall be with pay until formal action is taken by the Board of Education.

A R T I C L E X I I I

ACADEMIC FREEDOM AND RESPONSIBILITY

A. The Board and Association seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

B. Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning, subject only to accepted standards of moral, legal, ethical and

educational responsibility.

C. Freedom of individual conscience, association and expression will be encouraged and fairness in procedure will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

D. The Board and the Association agree that it is the responsibility of the teacher to present all sides and issues of controversial subjects as suggested in paragraph B of this Article.

A R T I C L E X I V

T E A C H E R E V A L U A T I O N

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

1. Teachers shall be evaluated in the classroom, by persons certified by the New Jersey State Board of Examiners to supervise instruction

2. Teacher classroom evaluations shall include the following general categories:

- (a) Personal characteristics,
- (b) Professional Competence,
- (c) Classroom Management,
- (d) General Comments

B. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at his expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. This right of review shall not apply to the employee's initial application for employment and letters of reference from prior employers.

1. Except as above, 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

I. In all instances, the teacher may add comments to the submitted reports, if he so desires.

A R T I C L E X V

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. The Board recognizes the desirability for the teaching staff to develop themselves professionally and seek educational improvement.

2. The Board shall, through budgeting procedures, make reasonable appropriations for staff to take advantage of workshops, seminars, conferences.

3. The Board agrees to pay the reasonable expenses incurred by teachers who attend such sessions with administrative approval in the following manner:

(a) Professional Day application submission with endorsement by department chairman.

(b) Filing of statement of anticipated expenses and cover with a requisition endorsed by the department chairman.

4. Transportation to and from such activities will

(a) Require the application for and use of a school vehicle through the Superintendent's Office.

(b) In the absence of a school vehicle, the Board will reimburse the driver ten (10) cents per mile when using his own vehicle.

5. The Board, through the Superintendent reserves the right to deny attendance at a given conference, seminar, etc., if:

(a) The value of such a conference is questioned by the department chairman or administration.

(b) Budgetary funds for such activities are not available.

(c) The absence of a person for a period of time is deemed a hardship to the total staff or the school operation.

(d) If sufficient time has not been allowed between application and the session date. (See Article XXI, Sec. D - Leave Policy).

A R T I C L E X V I

A D M I N I S T R A T I O N - S T A F F L I A S O N

1. There is hereby established an Administration/Staff Liason Committee composed of:

- (a) Executive Committee of the Association.
- (b) Two department chairmen chosen by that group.
- (c) The Superintendent and first line administrative personnel (Principal and/or Associate Principals).

2. This Committee may meet at least once a month with the Superintendent to discuss any and all facets related to school operation and programming.

3. At such times as may be necessary the Executive Committee and the Superintendent alone shall meet, at a mutually agreed time, for the express purpose of discussing implementation and clarification of policies in this agreement.

4. In regular Administration/Staff Liason Committee meetings (See #2 above) the Association chairman will prepare and distribute the agenda for the meetings. Minutes of such meetings will be prepared and distributed by a secretary appointed by the committee.

5. For meetings designated for discussion on the Agreement (See #3 above) the topic(s) for discussion will be presented in writing to the Superintendent, or by the Superintendent to the Executive Committee one day in advance of the meeting. Minutes will be kept and properly distributed to all concerned by the Association secretary.

6. Items for discussion may be proposed by both parties.

7. The parties agree that the Administration/Staff Liason Committee serves in an advisory capacity only.

ARTICLE XVII

SUBSTITUTES

A. Positions which are vacant because teachers are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the appropriate certification requirements of the Ocean County Department of Education.

B. Beginning with the 1969-70 school year, the Board agrees at all times to maintain as adequate a list of substitute teachers as is possible. Teachers may call a telephone answering service between 7 P.M. and 7:30 A.M. to report unavailability for work. Calls beyond 7:30 A.M. may be unacceptable and may result in loss of pay. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

C. It is desirable for each teacher to have an uninterrupted preparation period each day. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute. Volunteers and assigned teachers shall be paid at the rate of \$5.00 per teaching period.

ARTICLE XVIII

SCHOOL CALENDAR

A. The Association shall have the right to present its views through the Superintendent to the Board with respect to the school calendar.

B. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one day of orientation) shall not exceed one hundred eighty-nine (189) days, and the in-school work year of teachers employed on a twelve (12) month basis shall not exceed two hundred nineteen (219) days. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

A R T I C L E X I X

S A L A R I E S

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 twelve (12) month basis shall have the option of being paid in twenty-four (24) semi-monthly installments.

2. Teachers employed on a ten (10) month basis shall have the option of being paid in twenty (20) semi-monthly installments.

3. Teachers may individually elect to have ten (10%) per cent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June.

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

5. Every effort shall be made to pay the June 30th check on the last working day, if not, as soon as practical thereafter.

A R T I C L E X X

D E D U C T I O N F R O M S A L A R Y

A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Central Regional Education Association, the Ocean County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Central Regional Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. Number _____

School Building _____ District _____

To: Disbursing Officer, _____, Board of Education.

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the governing board and all of its officers from any liability therefor.

I designate the Central Regional Education Association to receive dues and distribute according to the Organization(s) indicated:

Central Regional Education Association

Ocean County Education Association

New Jersey Education Association

National Education Association

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. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

A R T I C L E X X I

L E A V E P O L I C I E S

A. Sick Leave

1. Teachers shall be allowed a maximum of ten (10) days each year for leave because of personal illness. The unused days of sick leave each year shall be cumulative. Staff members employed on a twelve month basis shall be allowed a maximum of 12 days.

2. An allowance of up to three (3) days without loss of pay shall be allowed for serious illness in the immediate family. These days shall be deductible from the total amount of sick leave available.

B. Death in the Immediate Family

All full-time employees shall be allowed five (5) days without loss of pay at the time of death in the immediate family. The immediate family shall include father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, or a relative living as a member of the immediate household.

C. Personal Business

Three (3) days shall be allowed each year for personal business that cannot be conducted outside of school hours. Personal days shall be approved in advance by the Superintendent. Personal Business shall include observance of religious holidays, court subpoena, marriage in the immediate family, death of other relative or close friend, personal business that can not be conducted during school hours or emergencies not included above.

D. Professional Days

The Superintendent may authorize absences of employees for professional purposes, not to exceed five (5) school days in any school year. The employee shall make application for the authorization of such absences at least ten (10) days in advance

of their occurrence. The decision to authorize such absence in each instance shall be based upon the length of service, previous record of absence, and the purpose of the absence. Additional absences for professional purposes may be granted on specific authorization of the Superintendent.

E. Sabbatical Leave

1. Sabbatical leaves for certified personnel of the Central Regional School District, which includes classroom teachers, guidance counselors, librarians and nurses, shall be granted for one full year at one-half pay or for one-half year at full pay. To qualify for consideration for a sabbatical leave, a teacher shall have taught at least seven (7) consecutive years in the Central Regional District.

2. A sabbatical leave may be granted for one of the following reasons:

(a) for formal study at an accredited college or university.

(b) for research work under the guidance of competent personnel.

(c) for foreign or domestic travel as a required part of (a) or (b).

The study, research or travel plans for the year must be submitted along with a formal application to the Superintendent not later than February 1 of the year prior to the commencement of the proposed leave for approval. After due consideration of all applications, the Superintendent shall present each request to the Board with his recommendation of acceptance or rejection. Each teacher involved shall be invited by the Superintendent to be present at the Board meeting when his program comes up for consideration. The decision of the Board shall be final.

3. An employee granted a sabbatical leave for study, research or travel shall be required to serve the Central Regional School System for two (2) years upon return. To further protect the Board against a teacher's failure to return to the school, the teacher shall execute a non-interest bearing note to be paid off in twenty installments, beginning October 1 of the year that the teacher should have returned and continuing for the next twenty-two months, excluding July and August. During such payments there shall be added to each payment an amount to cover interest

so that the effective rate of interest the Board receives will be four per cent (4%) on the unpaid balance, effective January 1 of the year the sabbatical leave was actually used. If the teacher is unable to return, he shall have the option of paying the note in full with no interest prior to September 1 of the school year that he would have returned to his former position. In the event of death, no repayment will be required. In the event of incapacitating illness, the date of return or repayment of the note shall be deferred until the Teacher is able to return to work.

4. During the sabbatical leave, the teacher shall not be allowed to hold any full-time position. However, this shall not be construed to deny any teacher the right to fellowships, scholarships, grants-in-aid, or other scholastic stipends.

5. Teachers on sabbatical leave shall file progress reports with the Superintendent sometime during the first half and upon completion of the leave to substantiate that the program criteria are being met.

6. Not more than 2% of certified personnel as defined in D-1 above shall be eligible for a sabbatical leave in any given school year.

D. Maternity Leave

A married teacher who becomes pregnant shall request a leave of absence, without pay, which shall become effective five months prior to the birth of the child, and shall terminate on September 1 of the following school year. A teacher whose condition may permit her to be available for employment by September 1 shall so notify the Superintendent of her intentions in writing no later than June 1. Upon the recommendation of the Superintendent and a qualified physician, the Board of Education may permit personnel to leave at a later date or to return at an earlier date. A teacher returning from a maternity leave of absence will receive credit for a yearly salary increment if she has taught more than one-half of the previous school year in which the leave of absence was granted.

E. Military Leave

1. Military Service - All leave of absence granted to employees entering the military service shall be governed by New Jersey Statute 18A:6-33.

2. Reserve Field Training - All regular employees shall be granted permission to engage in military reserve field

training without deduction of pay as set forth in New Jersey Statute 38:23-1.

A R T I C L E X X I I

F R I N G E B E N E F I T S

The Board of Education shall provide at its expense 100 % individual, husband and wife, and family Blue Cross-Blue Shield Major Medical Rider J coverage.

A R T I C L E X X I I I

M I S C E L L A N E O U S P R O V I S I O N S

- A. This Agreement constitutes Board policy for the term of said Agreement and the parties shall carry out the commitments contained herein and give them full force and effect as Board policy.
- 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, except to the extent permitted by law, but all other provisions of applications shall continue in full force and effect.
- C. 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, during its duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination, as herein defined, 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 or marital status.
- E. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed or considered for employment by the Board.

F. 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 telegram or registered letter at the following addresses:

1. If by Association to Board at: Forest Hills Parkway, Bayville, New Jersey, c/o Mr. Edwin Voll, Superintendent of Schools.

2. If by Board to Association at: Mr. Cyril E. Dunn, President CREA, Building 9, Apartment 4, James Street, Toms River, New Jersey

G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter(s) 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.

H. 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.

A R T I C L E X X I V

D U R A T I O N O F A G R E E M E N T

A. This Agreement shall be effective as of September 1, 1969, and shall continue in effect until August 31, 1970, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

CENTRAL REGIONAL EDUCATION ASSOCIATION.

CENTRAL REGIONAL BOARD OF EDUCATION.

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

CENTRAL REGIONAL HIGH SCHOOL
Bayville, New Jersey

TEACHER GUIDE - 1969-1970

Years of Experience	Non-Degree	Bachelor Degree	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30	Ph.D.
1	5800.	6500.	6750.	6990.	7200	7450.	7600.	8000.
2	6100.	6800.	7050.	7200.	7500.	7750.	7900.	8300.
3	6400.	7100.	7350.	7500.	7800.	8050.	8200.	8600.
4	6700.	7400	7650.	7800.	8100.	8350.	8500.	8900.
§300. INCREMENTS								
5	7000.	7750.	8000.	8150.	8450.	8700.	8850.	9250.
6	7300	8100.	8350.	8500.	8800.	9050.	9200.	9600.
7	7600.	8450.	8700.	8850.	9150.	9400.	9550.	9950.
§350. INCREMENTS								
8	7900.	8850.	9100.	9250.	9550.	9800.	9950.	10350.
9	8200.	9250.	9500.	9650.	9950.	10200.	10350.	10750.
10	8500.	9650.	9900.	10050.	10350.	10600.	10750.	11150.
§400. INCREMENTS								
11	8800.	10100.	10350.	10500.	10800.	11050.	11200.	11600.
12	9100.	10550.	10800.	10950.	11250.	11500.	11650.	12050.
13	9400.	11000.	11250.	11400.	11700.	11950.	12100.	12500.
§450. INCREMENTS								

1. Inservice steps of \$150. after 3 years; \$200. after 6, 9, 12 years, totaling \$750.
2. Payment of 100% Blue Cross, Blue Shield, Rider J, Major Medical
3. \$100. stipend allowed for 1969-70 only to those employees at B.A. +10 or M.A. +10 in the 1969-70 school year.

ADOPTED February 13, 1969