

4-0388
05-01

A G R E E M E N T

This Agreement entered into this 16th day of May, 1972, by and between the Board of Education of The Borough of Avalon, Cape May County, New Jersey, hereinafter called the "Board" and Avalon Teachers Association, hereinafter called the "Association".

7274

WITNESSETH

WHEREAS, the Board and the Association recognizes and declare that providing a quality education for the students of the Avalon School District is their primary aim and that the character of such education depends predominately upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes in administration, and the maintenance of high morale among the teaching faculty, and

WHEREAS, the members of the teaching profession are qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 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:

A R T I C L E 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, including teachers but excluding principal, occasional substitutes and all other personnel. Also excluded is the library clerk.

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.

A R T I C L E I I

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation 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. Such negotiations shall begin not later than October 1 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. 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.

A R T I C L E I I I

GRIEVANCE PROCEDURE

A. Definitions

The term "grievance" means a complaint by any teacher that as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said teacher.

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

(a) The failure or refusal of the Board to renew a contract of a non-tenure teacher.

(b) In matters where a method of review is prescribed by law, or by any rule, regulation, or by law of the State Commissioner of Education or the State Board of Education.

(c) In matters where the Board is without authority to act.

(d) In matters involving the sole and unlimited discretion of the Board.

B. Procedure

1. An aggrieved teacher shall institute action under the provisions hereof within ten (10) calendar days of the occurrence complained of, or within ten (10) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) day period, shall be deemed to constitute an abandonment of the grievance.

2. A teacher processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

Article III

Grievance Procedure

3. In the presentation of a grievance, the teacher shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal.

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

5. A teacher shall first discuss his grievance orally with the principal. A decision shall be rendered within five (5) days of said discussion.

6. If the grievance is not resolved to the teacher's satisfaction within five (5) days, the teacher shall submit his grievance to the Board of Education in writing, specifying:

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

7. A copy of the writing called for in Paragraph 6 above shall be furnished to the school principal.

8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Board shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Board shall, in writing, advise the teacher and his representative, if there is one, of their determination and shall forward a copy of said determination to the school principal.

10. In the event a teacher is dissatisfied with the determination of the Board he shall have the right to request binding arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303 , Laws of 1968.

Article III

Grievance Procedure

A request for binding arbitration shall be made no later than five (5) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved teacher and the Board shall mutually agree upon a longer time period within which to assert such a demand.

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

A R T I C L E I V

TEACHER RIGHTS

A. Rights and protection in Representation

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 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.

B. Statutory Savings Clause

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.

C. Just Cause Provision

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage,

Article IV

Teacher Rights

or given an adverse evaluation of his professional services 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, provided however that nothing herein will affect the right of the Board to refuse to renew the contract of a non-tenure employee.

D. Required Meetings or Hearings

Whenever any teacher is required to appear before the principal 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 with pay.

A R T I C L E V

ASSOCIATION RESPONSIBILITIES

The Association shall be responsible for acquainting its members with the provisions of this Agreement.

The Association covenants and agrees that during the life of this Agreement, it will not engage in any strike, slowdown, walk-out, or the invocation of sanctions against the Board.

The Association agrees that such action would constitute a material breach of this Agreement.

In the event of a strike, slowdown, walk-out, or the invocation of sanctions, it is covenanted and agreed that participation in any such activity by any Association member shall entitle the Board to terminate employment of such employee or employees subject, however, to the application of the Teacher Tenure Hearing Law.

Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

A R T I C L E VI

TEACHERS' RESPONSIBILITIES

Teachers shall act under the supervision of their superiors and they shall be fully responsible for:

- (A) The instruction, guidance, discipline, and supervision of students assigned to their classes.
- (B) Evaluation of the progress of students under their direction.
- (C) The maintenance of such records and reports as they may be required to keep under the provisions of State Law or as required by their Superiors.
- (D) Maintaining professional competency and efficiency through additional training including work-shops, in service, conventions or courses.
- (E) Attendance at staff meetings called by their superiors.
- (F) Complying with all applicable rules, regulations and and policies of the Board of Education pertaining to professional staff and which are included in policy book.
- (G) Where called upon by their superior to plan, guide, direct, evaluate, and supervise extracurricular activities of students during school hours.
- (H) Reporting to the Board through the Teachers Association such conditions as in the opinion of the teachers, require rectification, together with a statement of the condition complained of and the recommendation of the teacher for the correction of said condition.
- (I) Strict adherence to all the provisions of the agreement entered into between the Board and the Teachers Association.

Teachers shall not engage in or participate in association or related activities during school hours unless approved by principal.

A R T I C L E VII

TEACHING HOURS AND TEACHING LOAD

A. Lunch Periods

Teachers shall have a daily duty-free lunch period of same duration as student lunch period.

B. Size of Class

The Avalon Board of Education and the Avalon Teachers Association express their mutual concern for establishing a pupil-teacher ration consistent with sound educational principles.

Both parties recognize that as of the present time there is no recognized study or any authoritative source that has as yet established a proper pupil-teacher ratio.

The Board agrees to exert every effort to establish a ratio of four classroom teachers per one hundred twenty pupils except in those cases where the provisions of State Law and Regulations of the State Department of Education provide otherwise.

The Association recognizes that by virtue of the obligation of the Board to provide a free public education to all pupils in the Avalon school system, that the Board has an obligation to comply with the provisions of the State law, and where the ratio above referred to cannot be adhered to, that that fact shall not in any event relieve the teacher of his responsibility to teach a class of the number of pupils assigned to said teacher.

A R T I C L E VIII

SCHOOL SPECIALISTS

The Board shall engage such specialists as in its opinion, based upon the recommendations of its administrative staff and after giving due consideration to such suggestions as may be made by the teachers, as are necessary to assure the furnishing of a quality education to all pupils, consistent with the ability of the taxpayers of the Borough of Avalon to pay therefor.

A R T I C L E IX

TEACHER EMPLOYMENT

A. Placement on Salary Schedule

1. Adjustment to salary schedule

Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1972-73 school year in accordance with paragraph 2 below.

2. Credit for experience

(a) Teachers employed in the Avalon System as of the date of this agreement shall be given credit on the Salary Schedule for 50% of previous outside teaching experience in a duly accredited school. Half years are not counted. In applying this formula to the Salary Schedule Annexed as Exhibit "A", it is stipulated that the total salary for the year 1972-1973 for any of the below-listed teachers who teach in the Avalon System shall be as follows:

Mrs. Beddow.....	\$12,000.	Mrs. Sponaugle....	\$11,400.
Mrs. Cox.....	9,600.	Mrs. Galamore.....	10,800.
Mrs. Michaelis....	9,000.	Mrs. Mooney.....	10,000.
Mrs. Silvestro.....	8,700.	Mrs. Young.....	9,300.

(b) Teachers first employed in the Avalon System subsequent to the date of this agreement shall initially be given credit on the Salary Schedule for previous outside teaching in a duly accredited school in an amount which is entirely subject to negotiation between the Board and the individual teacher.

B. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than March 1st, and the teachers shall notify the Board of their intentions in regard to employment for the ensuing year no later than April 1st.

A R T I C L E X

SALARIES

A. Salary Schedule

The salary of each teacher covered by this Agreement for the year 1972-1973 is set forth in Schedule "A" which is attached hereto and made a part hereof.

B. Method of Payment

Each teacher shall 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.

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

C. 1973-1974 Year

This Agreement shall include the 1973-1974 school year. The base salaries, exclusive of increments for the 1973-1974 year, shall be a \$300.00 increase above the 1972-1973 Schedule.

D. Longevity

A teacher commencing with her 15th year in the Avalon System shall be entitled to a longevity increment of \$300.00 per year to and including her 20th year in the Avalon System. A teacher commencing with her 21st year in the Avalon System shall be entitled to a longevity increment of \$600.00 per year.

A R T I C L E X I

SICK LEAVE

A. Accumulative

As of September 1, 1972, 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; however, such accumulated sick leave will be limited to and relate only to the period during which teacher is employed by the Avalon Board of Education.

B. Notification of Accumulation

Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

A R T I C L E X I I

Personal Leave

As of September 1, 1972, all teachers employed shall be entitled to three (3) personal leave days each school year. Unused personal leave days shall not be accumulated from year to year. Application to the principal for personal leave shall be made at least three (3) days before taking such leave except where emergency prevents such notice.

A R T I C L E X I I I

Insurance Protection

A. Full Health-Care Coverage

The Board agrees to continue full family medical and surgical benefits as is now in practice.

B. Complete Annual Coverage

For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

A R T I C L E X I V

TEACHER EVALUATION

A. Tenure Teachers - Frequency

Teachers with tenure shall be evaluated by their immediate superiors at least three times each school year.

B. Non-tenure Teachers - Frequency

Non-tenure teachers shall be evaluated by their immediate superiors at least six 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 superior for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction.

C. General Criteria for Evaluation

1. Open Evaluation

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

2. In-classroom observations shall consist of at least 20 minutes.

3. Copies of Evaluation

A teacher shall be given a copy of any evaluation report at least one day before any conference to discuss it.

D. Evaluation Reports

Evaluation reports shall include, inter alia:

Article XIV

Teacher Evaluation

1. Strengths of the teacher as evidenced during the period since the previous report.
2. Weaknesses of the teacher as evidenced during the period since the previous report.
3. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

E. Elements to be Evaluated, inter alia:

1. Effective, democratic discipline
2. Teacher's enthusiasm for subjects he teaches
3. Teacher's concern for students
4. Teacher's art and technique of presentation
5. Teacher's preparation for a specific lesson
6. The classroom climate
7. Interaction among students
8. Teacher's objectivity
9. Teacher's ability to motivate students
10. Skills gained by students
11. Pupil-teacher planning.

ARTICLE XV
DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1972 and shall continue in effect until June 30, 1974, subject to the Association's right to negotiate each annual budget with negotiations commencing no later than October 1, 1973, under procedures defined in Article II, and 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, unless it is extended in writing.

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

AVALON TEACHERS ASSOCIATION AVALON BOARD OF EDUCATION

By s/ Nancy Cox Dettelbeuer By s/ Wm H. Tozour Jr
Its President Its President

By s/ Lynn Silvestro By s/ Geo. Gilbert
Its Secretary Its Secretary

SCHEDULE "A"
TEACHERS SALARY SCHEDULE 1972-1973

<u>Step Number</u>	<u>Increment</u>	<u>Bachelors</u>	<u>Masters</u>
0	\$ 300	\$ 7,500	\$ 8,000
1	300	7,800	8,300
2	300	8,100	8,600
3	300	8,400	8,900
4	300	8,700	9,200
5	300	9,000	9,500
6	300	9,300	9,800
7	300	9,600	10,100
8	300	9,900	10,400
9	300	10,200	10,700
10	300	10,500	11,000
11	300	10,800	11,300
12	300	11,100	11,600
13	300	11,400	11,900

The above salaries contemplate normal teacher load and in the event a teacher teaches less than full time, such as the kindergarten or pre-first teacher, the salary will be adjusted proportionately.

In addition, the Board shall pay for the tuition or direct cost of a course successfully completed by teachers, provided said course or courses contribute to teachers' ability or competence in the Avalon system.