

4-0378

03-1

**AGREEMENT**

1976-1978

**EDGEWATER PARK BOARD OF EDUCATION**

(Burlington)  
AND

**EDGEWATER PARK EDUCATION ASSOCIATION**

•

RATIFIED BY

Edgewater Park Education Association

SEPTEMBER 7, 1976

LIBRARY  
Office of Management and  
Relations

•

OUT 2 1981

RATIFIED BY

RUTGERS UNIVERSITY

Board of Education

OCTOBER 18, 1976



EDGEWATER PARK TOWNSHIP BOARD OF EDUCATION

William C. Wilson, President  
Frank D. Greco, Vice President  
Clement M. Anderson, Jr.  
C. Norman Campbell, Jr.  
Catherine Graziani  
Dominic Cotugno  
Mary Ann Muscavage  
John G. Pyne  
Calvin Stevenson

EDGEWATER PARK EDUCATION ASSOCIATION

President - Louise Hager  
Vice President - Frances Weikel  
Treasurer - Lena Wargo  
Recording Sec. - Jacqueline Cline  
Corresponding Sec. - Diane Wheeler

NEGOTIATING COMMITTEE

Stella Brown	Lois Stuart
Jacqueline Cline	Lena Wargo
Louise Hager	Frances Weikel
Michael Ianacone	Diane Wheeler
Constance Parker	Stephen Wien

TABLE OF CONTENTS

	<u>Page</u> <u>No.</u>
PREAMBLE.....	1
ARTICLE 1, Recognition.....	1
ARTICLE 2, Negotiation Procedure.....	2
ARTICLE 3, Grievance Procedure.....	2
ARTICLE 4, Teacher Rights.....	6
ARTICLE 5, Association Rights and Privileges.....	7
ARTICLE 6, Teacher Work Year.....	8
ARTICLE 7, Teaching Hours and Teaching Load.....	9
ARTICLE 8, Class Size.....	10
ARTICLE 9, Specialists.....	10
ARTICLE 10, Non-teaching Duties.....	10
ARTICLE 11, Teacher Employment.....	11
ARTICLE 12, Salaries.....	12
ARTICLE 13, Voluntary Transfers and Reassignments.....	13
ARTICLE 14, Involuntary Transfers and Reassignments.....	13
ARTICLE 15, Promotions.....	14
ARTICLE 16, Teacher Evaluation.....	15
ARTICLE 17, Teacher Facilities.....	16
ARTICLE 18, Teacher-Administration Liaison.....	16
ARTICLE 19, Sick Leave.....	17
ARTICLE 20, Temporary Leaves of Absence.....	17
ARTICLE 21, Extended Leaves of Absence.....	18
ARTICLE 22, Professional Development and Educational Improvement.....	20
ARTICLE 23, Maintenance of Classroom Control and Discipline....	20
ARTICLE 24, Insurance Protection.....	20
ARTICLE 25, Personal and Academic Freedom.....	21
ARTICLE 26, Deduction from Salary.....	21
ARTICLE 27, Miscellaneous Provisions.....	21
ARTICLE 28, Duration of Agreement.....	23
SCHEDULE "A" - Salary Guide.....	24
SCHEDULE "B" - Extra Curricular Activities Compensation.....	25
SCHEDULE "C" - Hospitalization (Full family coverage).....	26

PREAMBLE

This agreement entered into this 18th day of October, 1976, by and between the Board of Education of Edgewater Park, the city of Edgewater Park, New Jersey, hereinafter called the "Board", and the Edgewater Park Education Association, hereinafter called the "Association".

ARTICLE 1

RECOGNITION

1:1 Pursuant to Chapter 123, Public Law 1974, the Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel included herein:

- a. Classroom Teachers
- b. Art, Music and Physical Education Teachers
- c. Reading Teachers
- d. Nurse
- e. Librarian
- f. Guidance
- g. Speech
- h. Home Economics
- i. Industrial Arts
- j. Learning Disability Teacher Consultant
- k. Social Worker
- l. All additional future employees having commonality to the unit as set forth above.

But excluding:

- a. Superintendent
- b. Board Secretary
- c. Principals
- d. Part-time Consultants
- e. All other personnel of the school district not specifically enumerated in the inclusion set forth above.

1:2 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 reference to teachers shall be deemed to include both the male and female, except when the context clearly limits the intent to one sex.

## ARTICLE 2

### NEGOTIATION PROCEDURE

- 2:1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Law 1974, in good faith. Such negotiations should begin not later than October 15th of the calendar year preceding the so negotiated shall apply to all teachers, be reduced to writing, be adopted by the Association and the Board and signed by the Association and the Board.
- 2:2 During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall permit the Association to inspect the following records, data, and information of the Edgewater Park School District: an audit report, a complete list of "Teachers" names, salaries, and step on guide, and any anticipated state and federal funds.
- 2:3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- 2:4 This agreement shall not be modified in whole or in any part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE 3

### GRIEVANCE PROCEDURE

- 3:1 A "grievance" shall mean a claim by a teacher that there has been a misinterpretation, misapplication, or a violation of Board Policy, this Agreement, or an administrative decision which is violative of either Board Policy or this agreement and adversely affects him. A grievance, to be considered under this procedure, must be initiated by the teacher within thirty (30) days of the time the teacher knew or should reasonably have known of its occurrence.
- 3:2 As used in this Article, the term "teacher" shall mean (a) an individual employee, (b) a group of employees having the same grievance.

- 3:3 It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 3:4 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the grievant of the decision rendered at that step.
- 3:5 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 3:6 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 be extended by mutual agreement.
- 3:7 Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option by a representative selected or approved by the Association.
- 3:8 When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at level two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the teacher held concerning the grievance, and shall receive a copy of all decisions rendered.
- 3:9 Level one - any employee who has a grievance shall discuss it first with his principal, or immediate superior or department head, if applicable, in an attempt to resolve the matter informally at that level.
- 3:10 Level two-if as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he may set forth his grievance in writing to his Principal on the grievance forms provided. The Principal shall communicate his decision to the teacher in writing within five (5) school days of receipt of the written grievance.

- 3:11 Level three - the teacher, no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the Principal as specified above, and his or her dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The superintendent shall communicate his decision in writing to the employee and the Principal.
- 3:12 Level four - if the grievance is not resolved to the employee's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the teacher, hold a hearing with the teacher and render a decision in writing within 45 calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.
- 3:13 Level five - no claim by a teacher shall constitute a grievable matter beyond Level four or be processed beyond Level four if it pertains to (a) any matter for which a detailed method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any existing by-laws of the Board of Education or (d) any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone (e) any complaint of a non-tenure teacher which arises by reason of his not being reemployed (f) or a complaint by any certificated personnel occasioned by lack of appointment to or lack of retention in any position for which tenure is either not possible or not required. If the employee is dissatisfied with the decision of the Board of Education and only if the grievance pertains to an alleged violation of this Agreement between the Board and the Association, the employee may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two weeks after the decision, in writing, of the Board of Education, was known.



A teacher, in order to process his grievance beyond Level four, must have his request for such action accompanied by the written recommendation for such action by the Association.

Such request can be honored only if the grievant or grievants and the Association representing them waive the right, if any, in writing of said grievant or grievants and the Association representing them to submit the underlying dispute to any other administrative or judicial tribunal, except for the purpose of enforcing the arbitrator's report.

3:14 The following procedure will be used to secure the services of an arbitrator.

A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The findings of the arbitrator shall be binding upon the parties. Only the Board, the aggrieved, his representatives and the Association shall be given copies of the arbitrator's report. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings. If requested by either of the parties, the arbitrator will first decide the question of arbitrability of the issue prior to entering into a hearing concerning the dispute.

3:15 Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.

- 3:16 Each party shall bear the total cost incurred by themselves.
- 3:17 The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
- 3:18 When prepared, grievance forms shall contain at least (a) the nature of the grievance and approximate date of occurrence, (b) the nature and extent of the injury, loss or inconvenience, (c) the results of previous discussions and (d) his dissatisfaction with decisions previously rendered and (e) the relief sought by the grievant.
- 3:19 The Edgewater Park Education Association and the School Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Edgewater Park Education Association, in consideration of the value of this agreement and its terms and conditions, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this agreement for the duration of this agreement.

#### ARTICLE 4

##### TEACHER RIGHTS

- 4:1 Pursuant to Chapter 123, Public Law 1974, the Board shall not discriminate against any teacher for participation in the Association or its affiliates.
- 4:2 Except for just cause, a teacher shall not be disciplined.
- 4:3 Whenever any teacher is required to appear for a formal hearing before the Superintendent, 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, he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of his choosing present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

- 4:4 No teacher shall be prevented from wearing appropriate pins or other identification of membership in the Association or its affiliates.
- 4:5 The teacher shall maintain the right to determine grades within the grading policy of the Edgewater Park School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade shall be changed without prior consultation and agreement between the building principal and the teacher and if such agreement cannot be reached, the matter shall be referred to the Superintendent for final determination.
- 4:6 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.

#### ARTICLE 5

##### ASSOCIATION RIGHTS AND PRIVILEGES

- 5:1 The Board shall permit the Association to inspect the following records, data, and information of the Edgewater Park School District: an audit report, a complete list of "Teachers" names, salaries, and step on guide, and any anticipated state and federal funds.
- 5:2 Whenever any representative of the Edgewater Park Association or any teacher is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- 5:3 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. A request to the principal of the building in question shall be made in advance of the time and place of all such meetings.
- 5:4 The Association shall have the right to reasonable use of school equipment; including typewriters, mimeograph machines, other duplicating equipment, adding 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 repairs necessitated as a result thereof.

- 5:5 The Association shall have, in each school building, the use of a bulletin board in each faculty lounge. All Association materials shall be properly identified by the person posting said materials. The Superintendent shall have the right to request removal of all materials that are identified objectionable.
- 5:6 The Association shall have the right to use the inter-office mail facilities and school mail boxes as it deems necessary with the approval of the superintendent and/or principal. Such approval shall not be unreasonably withheld.
- 5:7 All orientation programs for new teachers sponsored by the Board shall include scheduled time for a representative of the Association to present the program of the Association.
- 5:8 The rights and privileges of the Association and its representatives as set forth in Article V shall be granted to the Association as the exclusive representative of the teachers, and to no other employee organizations.

## ARTICLE 6

### TEACHER WORK YEAR

- 6:1 The in-school work year for teachers employed on a ten (10) month basis shall not exceed 184 days. If necessary, the Administration may add one (1) day for completion of professional responsibilities.
- 6:2 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.
- 6:3 The school calendar shall be reviewed each year with the Association prior to its presentation to the Board by the Superintendent. The Association will have the right to suggest to the Superintendent changes that they feel will reflect positively on the total operation of the school system. If there is a situation which necessitates a change in the calendar, the Superintendent shall consult with the Association when possible.

ARTICLE 7

TEACHING HOURS AND TEACHING LOAD

- 7:1 As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities but they shall not be required to "clock-in or clock-out" by hours and minutes. However, teachers shall initial the official check in - check out sheet upon entering and leaving the building.
- 7:2 Parent-Teacher Meetings - The Association and the Board join in encouraging all faculty members to attend their school's P.T.A. meetings.
- 7:3 Teachers may leave their building without requesting permission during their scheduled duty-free lunch periods.
- 7:4 If possible, an Association representative may speak to the teachers during any faculty meeting for at least ten (10) minutes on the request of the representative. Any teacher may leave if he or she desires.
- 7:5 If possible, the notice of an agenda for any meeting shall be given to the teachers involved at least two (2) days prior to the meeting. The teacher shall have the opportunity to suggest items for the agenda.
- 7:6 The Board and the Association agree that the extra-curricular activities listed in Schedule B are educationally worthwhile.
- 7:7 Teacher participation in extra-curricular activities shall be voluntary, and shall be compensated according to the rate of pay in Schedule B.
- 7:8 In general, if possible, classroom teachers shall, in addition to their lunch period, have weekly preparation time during which they shall not be assigned to any other duties as follows: minutes per week as presently constituted.
- 7:9 Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them consistent with Board policy.

- 7:10 In general, departmentalized teachers shall not be required to teach more than two (2) subject areas, nor more than a total of three (3) teaching preparations.

#### ARTICLE 8

##### CLASS SIZE

- 8:1 The Board will endeavor to conform to the class size of twenty-five (25) pupils per class in all classes except health and physical education in Kindergarten through Eighth Grade within the realm of economic ability.
- 8:2 The Board will endeavor to conform to the normal size for health and physical education classes (50) students.
- 8:3 However, the provisions of this Article shall not be subject to the arbitration provisions set forth in Article 3 of this agreement.

#### ARTICLE 9

##### SPECIALISTS

- 9:1 The Board will endeavor to maintain the number of Specialists presently employed.
- 9:2 The Board agrees at all times to maintain an adequate list of substitute teachers who shall be provided with appropriate orientation and training by the administration to help them instruct the classes they cover.
- 9:3 However, the provisions of this Article shall not be subject to the arbitration provisions set forth in Article 3 of this Agreement.

#### ARTICLE 10

##### NONTEACHING DUTIES

- 10:1 The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to that end.

- 10:2 The Board agrees to continue its present policy of not requiring teachers to perform the following duties:
- a. the following nonprofessional assignments - supervision of playgrounds and hall duty during lunch period, bus loading and unloading, handling or inventorying of books, except in their respective classrooms, and keeping registers.
- 10:3 The Board agrees to have machine scored those standardized tests which are administered to a group.
- 10:4 The Board shall maintain the present practice of not requiring the teachers to count collected money.
- 10:5 Teachers shall not be required to drive students to activities which take place away from the school building.

#### ARTICLE 11

##### TEACHER EMPLOYMENT

- 11:1 Prior teaching experience, related educational experience, or military service credit shall be negotiated individually with new employees. However, once established, the credit agreed upon shall serve as the base from which future progress on the salary schedule will occur.
- 11:2 Teachers with previous teaching experience in the Edgewater Park School District shall, upon returning, receive salary credit for said experience and shall be restored to their proper place on the salary schedule.
- 11:3 Unused sick leave days previously accumulated while in the service of the Edgewater Park School District will be restored to all teachers returning from approved leaves of absence.
- 11:4 Teachers shall be notified of their contract and salary status for the ensuing year not later than April 30th.
- 11:5 Teachers shall be given notice of their tentative teaching assignment for the next school year, prior to the close of the present school year.

ARTICLE 12

SALARIES

- 12:1 The salaries of all teachers covered by this Agreement are set forth in Appendix A., which is attached hereto and made a part hereof.
- 12:2 Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments in the manner now followed.
- 12:3 When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.
- 12:4 Teachers shall receive their final checks on the last working day in June, provided the Principal's checklist is complete and provided they have completed all professional responsibilities.
- 12:5 As in the past, the Board of Education may withhold the salary raise and/or increment of any teacher upon recommendation of the Superintendent in accordance with and governed by New Jersey Law (RS 18A:29-14).
- 12:6 Procedure for withholding the salary raise and/or increment:
- a. notice will be given by April 15
  - b. a hearing will be held before the Board of Education
  - c. if the matter is not resolved at a hearing with the Board, the steps outlined by New Jersey Law (RS 18A:29-14) shall be followed.
  - d. any employment increment or adjustment increment or part thereof withheld under this provision shall be restored the following year unless the procedures set forth in the provision are followed once again.
- 12:7 The Board shall continue its present policy concerning the summer pay plan.
- 12:8 A teacher shall receive the difference between 1/200th of his annual salary and the daily rate paid to a substitute in the district for a period equal to those sick leave days accumulated, as of September 1 of the school year; provided said accumulated days have been exhausted and said payment shall commence only after five consecutive school days of sickness including the exhausted days if applicable.



12:9 Transportation approved by the Superintendent will be paid at the rate of 12¢ per mile.

### ARTICLE 13

#### VOLUNTARY TRANSFERS AND REASSIGNMENTS

- 13;1 At least one day before spring recess of each school year, the superintendent shall make available to the Association and post in all school buildings a list of the vacancies which occur during the following school year as known at that time.
- 13:2 Teachers who desire a change in grade/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the superintendent not later than ten (10) school days after notice is posted. Such statement shall include the grade and/or subject or schools to which he desires to be transferred, in order of preference.
- 13.3 In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system as determined by the superintendent. If a teacher's request for transfer has been denied, a renewed or subsequent request may be made in the following school year.
- 13:4 Final determination relative to transfer is vested with the Board and shall not be subject to the arbitration provisions set forth in Article 3 of this Agreement.

### ARTICLE 14

#### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- 14:1 Notice of an involuntary transfer or reassignment shall be given as soon as practicable before the end of the school year or as soon thereafter as the involuntary transfers and/or reassignment occurs.

- 14:2 In the event that the teacher objects to the transfer or reassignment, and upon request of the teacher, the Superintendent shall meet with him and discuss said transfer and/or reassignment. The teacher may request a representative of the Association to be present.
- 14:3 Final determination relative to transfer is vested with the Board and shall not be subject to the arbitration provisions set forth in Article 3 of this Agreement.

## ARTICLE 15

### PROMOTIONS

- 15:1 All vacancies shall be adequately published by the Superintendent in accordance with the following procedures.
- 15:2 When school is in session, a notice shall be posted in each school as far in advance as practical, ordinarily at least thirty (30) school days before the final date when applications are to 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 within a time limit specified in the notice and the Superintendent shall acknowledge receipt of applications.
- 15:3 Teachers who desire to apply for a vacancy which may be filled during the summer period when the school is not regularly in session, shall submit their names to the Superintendent together with a position for which they desire to apply, and an address and phone number, where possible, where they may be reached during the summer. The Superintendent shall notify teachers of any vacancy and position for which they desire to apply, if possible, and such notice shall be sent as far in advance as practical, ordinarily twenty-one (21) days before the final date when applications are to be submitted. In addition, the Superintendent shall, within the same period post a list of vacancies to be filled during the summer period at his office and a copy of such notice shall be given to the Association President.
- 15:4 Announcements of appointments shall be made by posting a list in the office of the Central Administration in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

ARTICLE 16  
TEACHER EVALUATION

- 16:1 All observation or evaluation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- 16:2 Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instructions.
- 16:3 The evaluation and/or observation of non-tenure teachers will occur as follows:

The building principal will observe a teacher after which a written report will be made. Shortly thereafter, the principal will have a conference with said teacher; the strengths and weaknesses of said teacher and the recommendation of the Principal will be made part of the written report. The teacher will sign said report to indicate that he has seen it. The signature of the teacher is not to be construed as approval of the contents of the report. No written observation or evaluation shall become part of the teacher's personnel file unless the teacher has been offered the opportunity to sign such report. In the event the teacher refuses to sign, the report may be filed signature notwithstanding and the Association President shall be notified. If deemed necessary by the principal, continued observation and evaluation will occur and in the event a teacher fails to implement or consistently disregards the principal's suggestions, the teacher may be put on probation and the superintendent notified of such action.

- 16:4 Supervisory reports shall be presented to non-supervisory personnel by the principal or counterpart supervisor periodically in accordance with the following procedures:
- a. such reports shall be issued in the name of the building principal and shall be addressed to the teacher.
  - b. such evaluations shall include strengths, weaknesses, and specific suggestions for improvement.
  - c. such supervisory reports are to be provided for non-tenure teachers at least three times each year; the first not later than October 20, the second not later than January 20, and the third not later than March 20.

16:5 Once every two years at the time of the review of his personnel file, a teacher shall have the right to indicate those documents and/or other materials in his file which he believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

The decision of the Superintendent shall be final in determining the value or obsolescence of such material.

16:6 Administrators will be encourage to place in the file information of a positive nature indicating special competencies achievements, performances, or contributions of an academic, professional, or civic nature. All material received from and signed by responsible sources concerning a teacher's conduct, service, or character may be placed in the file.

16:7 The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents.

16:8 Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher.

16:9 Prior to any annual evaluation report, the immediate supervisor of a nontenure teacher shall have had appropriate communication, including (but not limited to) all steps in Section 16:4, with said teacher regarding his performance as a teacher.

#### ARTICLE 17 TEACHER FACILITIES

17:1 During the 1976-77 school year, each school shall maintain the present number of teacher lounges for the duration of the contract.

17:2 Teachers may call by telephone a designated person until 11:00 P.M. and between 6:00 A.M. and 7:00 A.M. if possible to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

#### ARTICLE 18 TEACHER - ADMINISTRATION LIAISON

18:1 The Association shall select a Liaison Committee for each school building which shall meet with the principal at least once a month during the school day for the duration of the school year to review and discuss local school problems and practices, and to play an advisory role in the revision or development of building policies.

- 18:2 The Association's representatives, not to exceed five (5), shall meet with the Superintendent at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement.
- 18:3 Meetings held under this Article shall be at a time mutually agreeable to the parties.

ARTICLE 19  
SICK LEAVE

- 19:1 As of September 1, 1976, all teachers employed shall be entitled to ten (10) days sick leave each school year as of the first official day of employment 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. Unused personal days shall be converted to accumulated sick days.
- 19:2 Teachers shall be given a written accounting of accumulated sick leave days no later than October 1 of each school year.
- 19:3 The Board may require a doctor's certificate of illness after five (5) consecutive days of absence for illness.

ARTICLE 20  
TEMPORARY LEAVES OF ABSENCE

- 20:1 As of the beginning of the 1976-77 school year, teachers shall be entitled to the following leaves of absence with full pay each school year:
1. Four (4) days leave of absence for personal, legal, religious, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least (1) one day (twenty-four hours) before taking such leave (except in case of emergencies) and the applicant for such leave shall not be required to state the reason for taking it under this section.
    - a. A maximum of five (5) teachers per school will be granted personal leave on any one day. In the event that more than five (5) teachers apply for personal leave on any one day, leave shall be granted to the five (5) teachers whose applications are first received. This maximum shall not apply on religious holidays.
    - b. Except in case of an emergency, no personal leave shall be granted the day before or the day after a holiday. If an emergency does occur the day before or the day after a holiday, the circumstances of the emergency must be stated.

2. In the case of death of a member of the immediate family (immediate family as here used means husband or wife, parents, brothers, sisters, own children, grandparents and close in-law relatives) of any teacher, or the death of any relative who has lived in the home of the teacher for some time preceding the death, such teacher shall be excused without loss of pay for a period of five (5) working days. Additional leave may be requested of the Board according to the need. Upon death in the family, the teacher is requested to arrange the details of absence from school with the building principal. In the event of the death of a teacher or student in the Edgewater Park School District, the principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

3. The Superintendent may deny or delay said personal leaves if the operational needs of the district dictate such action.
4. Time necessary for appearances in any legal proceeding if the teacher is required by law to attend, unless said appearance is related to dismissal charges against said teacher.
5. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. A teacher shall be paid his regular pay in addition to any pay which he receives from the State or Federal Government.
6. Other leaves of absence with pay may be granted by the Board for good reason.

20:2 Leaves taken pursuant to Section 20:1 above shall be in addition to any sick leave to which the teacher is entitled.

## ARTICLE 21

### EXTENDED LEAVES OF ABSENCE

- 21:1 A leave of absence without pay of up to two (2) years shall be granted to any teacher who serves as an exchange teacher or accepts a Fulbright Scholarship.
- 21:2 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.

21:3 Maternity Leaves

- 21:3.1 Maternity Leaves without salary shall be granted to teachers having tenure in office.
- 21:3.2 Application for a maternity leave shall be made to the Principal not later than thirty (30) days prior to the effective date of leave requested.
- 21:3.3 Maternity leaves shall continue for one year from the time of initial absence and as much longer as may be necessary to extend the leave to the opening of the next school year. The Board may permit a teacher to return to duty earlier if the best interest of the schools is served thereby.
- 21:3.4 Maternity leave set forth in 21:3 - 21:3.3 shall obtain unless changed by law.
- 21:3.5 Any female teacher, having tenure, adopting an infant child shall receive similar leave which shall commence upon her receiving de-facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
- 21:4 A leave of absence without pay of up to one (1) year shall be granted to any teacher under tenure for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- 21:5 Other leaves of absence without pay may be granted by the Board for good reason.
- 21:5.1 Upon return from leave granted pursuant to Section 21:1 and 21:2 of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. A teacher shall not receive increment credit for time spent on leave granted pursuant to Sections 21:3, 21:4, and 21:5 of this Article.
- 21:5.2 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.
- 21:6 All extensions or renewals of leaves shall be applied for in writing and, if granted, shall be in writing. Leaves under Sections 21:1 and 21:4, of this Article may be denied by the Board on the basis of operational need.

ARTICLE 22

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- 22 For the duration of this agreement, the Board agrees to pay the cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the Administration to take other than for certification requirements after approval by the Board.

ARTICLE 23

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- 23:1 A student discipline policy shall be reduced to writing by the Superintendent and presented to each teacher at the start of each school year. It should reflect the duties and responsibilities of the Administration relative to the plan.
- 23:2 When, in the judgment of a teacher, a student requires the attention of the Principal, Assistant Principal, a counselor, psychologist, physician, or other specialist, he shall so inform his principal or immediate superior. The principal or immediate superior shall 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.
- 23:3 In the development of the system-wide discipline code, teachers shall contribute suggestions designed to make the code preventive rather than prescriptive.

ARTICLE 24

INSURANCE PROTECTION

- 24 The Board shall provide health-care insurance consisting of the New Jersey Public and School Employees Health Benefits Plan, Coverage Code 750, which includes a Basic Plan of Blue Cross, and Blue Shield (Rider "J" included) as well as Major Medical. The Board shall pay the premium for full family coverage. New employees will be covered in accordance with existing regulations of New Jersey Public and School Employees Health Benefits Plan.



ARTICLE 25

PERSONAL AND ACADEMIC FREEDOM

- 25:1 The personal life of a teacher is not an appropriate concern or attention, except as it may directly prevent the teacher from performing his assigned functions during the workday.
- 25:2 Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state, or federal law.
- 25:3 The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Edgewater Park School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

ARTICLE 26

DEDUCTION FROM SALARY

- 26 The Board agrees to deduct Association membership dues in accordance with present practice and State Law relative to this matter.

ARTICLE 27

MISCELLANEOUS PROVISIONS

- 27:1 This Agreement shall be construed as though it were Board and Association Policy for the items contained herein for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as though they were Board and Association Policy.
- 27:2 Pursuant to Chapter 123, Public Law 1974, State of New Jersey: "Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established".
- 27:3 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.

- 27:4 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.
- 27:5 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, 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.
- 27:6 Copying of this agreement shall be reproduced at the expense of the Board within thirty (30) calendar days after the Agreement is signed. The Agreement shall be presented to all teachers employed by the Board.
- 27:7 Whenever any notice is required to be given by either of the said 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 Superintendent of Edgewater Park Township Schools, 300 Delanco Road, P.O. Beverly, N.J.
  2. If by Board, to the home address of the President of the Association.

ARTICLE 28  
DURATION OF AGREEMENT

28:1 It is agreed between the parties that this contract shall be effective for the period July 1, 1976 through June 30, 1978, provided however that the salary and fringe benefit schedules, annexed as "A", "B", and "C" shall be applicable to the academic year September 1976 - June 1977. Impasse procedures specified by law may be resorted to in the event of an impasse in either of said negotiations. 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.

28:2 In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

ASSOCIATION

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Secretary

BOARD OF EDUCATION

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Secretary

EDGEWATER PARK TOWNSHIP SCHOOLS  
TEACHER'S SALARY GUIDE - 1976-1977

Step	Non Degree	B.A.	B.A.+9	B.A.+18	B.A.+27	M.A.	M.A.+9	M.A.+18	M.A.+27	Ph.D. or Ed.D.	Additional					
											\$200 after 3 contiguous years in Edgewater Park Township School District	\$200 after 6	\$200 after 10	\$200 after 15	\$200 after 20	\$200 after 25
1	9200	9800	9900	10000	10100	10500	10700	10900	11100	11700						
2	9500	10100	10200	10300	10400	10800	11000	11200	11400	12000						
3	9800	10400	10500	10600	10700	11100	11300	11500	11700	12300						
4	10100	10700	10800	10900	11000	11400	11600	11800	12000	12600						
5	10400	11000	11100	11200	11300	11700	11900	12100	12300	12900						
6	10700	11375	11475	11575	11675	12075	12275	12475	12675	13275						
7	11150	11750	11850	11950	12050	12450	12650	12850	13050	13650						
8	11525	12125	12225	12325	12425	12825	13025	13225	13425	14025						
9	11900	12500	12600	12700	12800	13200	13400	13600	13800	14400						
10	12275	12875	12975	13075	13175	13575	13775	13975	14175	14775						
11	12675	13275	13375	13475	13575	13975	14175	14375	14575	15175						
12	13075	13675	13775	13875	13975	14375	14575	14775	14975	15575						
13	13475	14075	14175	14275	14375	14775	14975	15175	15375	15975						
14	13875	14475	14575	14675	14775	15175	15375	15575	15775	16375						
15	14275	14875	14975	15075	15175	15575	15775	15975	16175	16775						

Approved: 9/20/76

SCHEDULE "B"

EXTRA CURRICULAR ACTIVITIES  
COMPENSATION

Audio-Visual Aids Co-ordinator.....	\$250.00	275
Eighth Grade Class Advisor.....	\$300.00	330
Student Council Advisor.....	\$325.00	360
Safety Patrol Advisor.....	\$250.00	275
Bedside Instruction.....	\$8.00 per hr.	
Co-curricular Activity Advisor.....	\$125.00	

Honorariums will be referred to as extra curricular activities and will hereafter be under separate contract signed simultaneously with teaching contracts.

Honorariums are for these positions at any time during the term of this Agreement.

SCHEDULE "C"  
HOSPITALIZATION

Basic Plan Blue Cross and Blue Shield (Rider J) as well as Major Medical. The Board shall pay premium for:

FULL 100% FAMILY COVERAGE