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AGREEMENT BETWEEN THE

Atlantic Highlands Board of Education

BOARD OF EDUCATION OF ATLANTIC HIGHLANDS

AND THE

ATLANTIC HIGHLANDS EDUCATION ASSOCIATION

(1987-1990)

July 1, 1987 June 30, 1990

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PREAMBLE

This agreement entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 1988, by and between the Board of  
Education of Atlantic Highlands, New Jersey,  
hereinafter called the "Board," and the Atlantic  
Highlands Education Association, hereinafter  
called the "Association," acting for and on  
behalf of the employees in the bargaining unit  
hereinafter described.

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certificated personnel under contract, employed by the Board, including:

Classroom teachers  
School nurse  
Librarian .

but excluding:

Administrative staff  
Secretaries  
Custodians  
Cafeteria help  
Substitute teachers  
Non-certificated personnel

B. Definition of Employee

Unless otherwise indicated, the term "employee," 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 female teachers shall include male teachers.

ARTICLE II

MANAGEMENT RIGHTS

- A. The Association recognizes that the Administration shall continue to exercise its responsibilities as delegated by the Board. The selection and direction of the employees and the right to promote, demote, transfer, hire, discipline, and discharge are vested exclusively in the Administration. The Association's rights, as set forth in this Agreement, shall not be abridged, curtailed, or modified by this clause.
  
- B. The Board of Education reserves to itself sole jurisdiction and right, in compliance with applicable laws and regulations of the State of New Jersey, to hire, assign, promote and direct employees covered by this Agreement or take disciplinary action against said employees for just cause, to direct school operations, and to take whatever actions may be necessary to carry out the mission of the school in situations of actual emergency except as may be specifically provided by the language of this Agreement.

## ARTICLE III - GRIEVANCE PROCEDURE

### A. Definitions

#### 1. Grievance

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

#### 2. Aggrieved Person

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

### B. Purpose

The purpose of this procedure is to resolve at the lowest possible level differences which may from time to time arise affecting employees. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.

### C. Procedure

#### 1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The days referred to are regularly scheduled school days and do not include Saturdays, Sundays or holidays. The time limits specified may be extended by mutual agreement.

The initiation of a grievance must take place within thirty (30) days of said occurrence. If either party fails to comply with the time limitations set forth in this Article, the grievance shall be conceded to the other party and appropriate action shall be taken.

#### 2. Grievance Initiation

Under ordinary circumstances, day of discussion at Level One, or days of presentation in Level Two, Three, and Four, is

to be considered "day one" provided the discussion or presentation is completed by 2:35 P.M.

### 3. Year-End Grievances

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 practical.

### 4. Levels

Should any grievance arise on the part of an employee as to the interpretation or application of the terms of this Agreement, or should any other grievance arise, not involving a modification of this Agreement, the parties desire that it shall be adjusted in the following manner:

#### a. Level One

An employee with a grievance shall first discuss it with the Superintendent or immediate superior either directly or through the Association's representative (at the option of the teacher) with the objective of resolving the matter informally.

#### b. Level Two

If the aggrieved employee, or the Association, is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, the grievance then should be reduced to writing and submitted to the Superintendent. An answer in writing will be made three (3) days after the Level Two meeting.

#### c. Level Three

If the aggrieved employee is not satisfied with the disposition of his/her grievance at

Level Two, he/she may request that his/her grievance be submitted to the Board in writing within ten (10) days after the Level Two answer. The Board shall hear this grievance within fifteen (15) days of the request. A written answer shall be furnished by the Board to the employee within five (5) days.

d. Level Four

If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Three, he/she may request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) days of the Level Three answer.

Any disagreement between the parties of this Agreement as to an alleged violation of any provision of this Agreement which has not been settled after referral through Levels One through Three may be referred to arbitration as follows:

If the Association desires to arbitrate a matter which is subject to arbitration under the terms of this Agreement, they shall notify the Superintendent and Board in writing. Demands for arbitration shall be referred to and governed by the rules and procedures of the New Jersey Public Employment Relations Commission and hearings pursuant thereof, shall be in accord with the established rules and regulations of the public Employment Relations Commission.

The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, and subsistence expenses shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

The arbitrator shall not have the power to change, supplement, or modify this Agreement.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, and/or by his/her representative and/or one selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The Association must be informed by the Superintendent of the existence of a grievance.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest; any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

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

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reason

Therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Level Four of this Article.

3. Separate Grievance File

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

4. Meetings and Hearings

No meetings and hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representatives, as referred to in this Article.

## ARTICLE IV - COMPLAINT PROCEDURE

### A. Procedural Requirement

Any complaints regarding an employee made to any member of the Administration by any parent, student, Administrator, or other person which does or may influence evaluation of an employee or his/her continued employment shall be processed according to the procedure outline below. Hearsay or anonymous sources shall be summarily disregarded.

### B. Meeting with Superintendent or Immediate Superior

The Superintendent or immediate superior shall meet with the employee within five (5) school days to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

### C. Right to Representation

The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

### D. Procedure

#### Step 1

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

#### Step 2

Any complaint unresolved at Step 1 shall be submitted in writing by the complainant or the employee to the Superintendent, or Principal, who shall forthwith forward a copy to the Superintendent.

Step 3

Upon receipt of the written complaint, the Superintendent shall confer with all parties. The employee shall have the right to be present at all meetings of the Superintendent, and/or Principal, with the complainant.

Step 4

If the Superintendent is unable to resolve a complaint to the satisfaction of all parties concerned, he/she shall, at the request of the complainant or the employee, forward the results of his/her investigation, along with his/her recommendation in writing, to the Board and a copy to all parties concerned.

Step 5

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

## ARTICLE V - DISCHARGE PROCEDURE

When an employee's conduct warrants his/her discharge and none of the other contractual clauses are applicable, the Administrator shall suspend the employee with pay and shall immediately notify the Association and the Board in writing. Within three (3) school days following receipt of the case through the second and third levels of the Grievance Procedure as set forth in Article IV hereof, if the principals of these respective levels jointly agree that the employee was unjustly discharged, he/she shall be reinstated without loss of seniority. If the principals disagree, a request for arbitration must be made in writing by either party within five (5) school days of the hearing. If no such request is made, the matter is considered settled. The Board, at this point, has the option to suspend.

ARTICLE VI - NO-STRIKE CLAUSE

There shall be no strikes by any employee or employees or any action by the Association to that end.

## ARTICLE VII - HOURS OF WORK

### A. Work Hours

1. The total in-school work day for teachers shall consist of not more than six (6) hours and twenty-five (25) minutes which shall include a duty free lunch period as guaranteed under Section B of this Article.
2. Pupil-teacher contact time shall consist of not more than five (5) hours and fifty-five (55) minutes which shall include a duty free period and one daily preparation period as guaranteed under Sections B and C of this Article.
3. The Superintendent may, for good reason or by employee request, permit an employee to leave early.
4. Tardiness: All employees are to be present at the times specified above. Continued or excessive lateness shall result in salary deductions at the discretion of the Superintendent.

### B. Workload

1. A teacher shall not be required to teach continuously for more than four (4) hours.
2. Each teacher shall have a daily duty-free lunch period of at least forty (40) minutes.
3. Employees may leave the building without requesting permission during their scheduled duty-free lunch periods.

C. Preparation Time

1. Classroom teachers shall, in addition to their lunch period, have one (1) daily preparation period during which they shall not be assigned to any other duties.

2. 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 his/her of his/her 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 a substitute.

3. Effective September 1988, compensation for a lost preparatory period shall be \$10.00 per preparatory period.

D. Extra-Curricular Activities

1. Approved Activities

The Board and the Association agree that the extra-curricular activities listed in Schedule B are educationally worthwhile.

2. Salary

Employee participation in extra-curricular activities which extend beyond the regularly scheduled school day shall be voluntary, and shall be compensated according to the rate of pay in Schedule B.

E. Field Trips

Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the employees participating in them and the Board. Written permission for field trips shall be obtained from the Superintendent to guarantee insurance coverage as a school-sponsored activity. Participation in field trips which involve overnight or weekend stays shall be voluntary.

F. Conferences

1. Teachers are required to attend, during the academic year, two (2) evening functions, i.e., Open House and one (1) parent-teacher conference.

2. The procedure for the evening conference is as follows:

a. The dismissal time for students and teachers prior to the evening of the conference will be 12:35 P.M.

b. The practice of one (1) afternoon conference day will continue.

c. Evening conferences shall run from 7 P.M. to 10 P.M. Those teachers who finish prior to 10 P.M. may leave early.

ARTICLE VIII - PROCEDURES FOR COMPENSATION

A. An employee employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

B. An employee may have the option of joining the Monmouth and Ocean Teachers Federal Credit Union if they desire a summer payment plan.

C. When a pay day falls on or during a school holiday, vacation or weekend, an employee shall receive his/her pay check on the last previous working day.

D. An Employee shall receive his/her final check by the last working day in June.

E. Each employee shall be placed on his/her proper step of the salary schedule as of the beginning of the school year in accordance with paragraph F below. Any employee employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. If an employee has worked six (6) months or more, a full year of credit shall be granted. If an employee has worked less than six (6) months, no credit shall be granted.

F. A teacher with previous teaching experience in the Atlantic Highlands Elementary School District shall, upon returning to the system, receive a full credit on the salary schedule for all public school teaching experience. A teacher who has not been engaged in such teaching shall, upon returning to the system, be restored to the next position on the salary schedule above that at which he/she left.

ARTICLE IX - TEACHER ASSIGNMENTS

A. Each teacher shall be hired or assigned with specific regard to his/her qualifications and certification. No teacher shall be assigned to teach in an area outside his/her certification.

B. Teaching assignments shall be made at the time of employment for new teachers or by June 1 for currently employed teachers whenever possible.

C. A teacher may make a written request for a change in his/her teaching assignment. The Superintendent shall respond, in writing, within ten (10) school days of such a request. Any changes in teaching assignments shall be made only after a discussion with the parties involved.

D. A list of open positions in the school district shall be posted in the building prior to advertising. Such a list shall be given to the Association prior to posting.

## ARTICLE X - TEACHER EVALUATION

### A. Education Committee

#### 1. Membership

No later than September 15 of each year, the Board and Association agree to establish an Education Committee consisting of at least nine (9) members, including three (3) members appointed by the Board, and six (6) members appointed by the Association.

#### 2. Responsibility

One function of this committee is to provide input concerning teacher evaluation.

### B. Procedure

#### 1. Frequency

a. A tenured teacher shall be observed through classroom visitation by a certified supervisor at least once each school year. A non-tenured teacher shall be observed at least three (3) times. Each observation is to be followed by a written observation report and by a conference between the teacher and his/her observer for the purpose of identifying strengths, extending assistance for correction of deficiencies, and improving instruction. Each observation shall consist of at least a complete lesson.

b. At the discretion of the supervisor, a teacher may, for at least one (1) observation, be informed of his/her classroom visitation at least five (5) working days in advance of said visitation.

c. Classroom visitations/observations shall not occur on the same day, nor shall any observation occur prior to the previous evaluation conference. In no case should any observation occur within ten (10) school days of the previous evaluation. All visitations/observations shall occur in the same work year.

d. Any teacher may request an administrator to observe or evaluate her.

e. Observation conferences, as described in Section B.1, shall occur within ten (10) school days of the observation. The conference shall be held within the school day without loss of benefit to the teacher.

## 2. Open Evaluation

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

## 3. Copies of Evaluation

A teacher shall be given a copy of any classroom observation form prepared by his/her evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the Board of Education, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. No administrative copies of evaluations or observations are to leave the school building. Those additional copies prepared for distribution to Board members shall be destroyed after presentation and acceptance by the Board.

## 4. Right to Representation

A teacher shall have the right to representation in an evaluation conference.

## 5. Reports

Evaluation reports shall be presented to each teacher in accordance with the following procedures:

a. Such reports shall be issued in the name of the evaluator. The evaluator is the person who observed the teaching performance as required in Section B of this Article.

b. Such reports shall be addressed to the teacher.

c. Such reports shall include, when pertinent:

(i) Strengths of the teacher as evidenced during the period since the previous report.

(ii) Areas of improvement needed by the teacher as evidenced during the period since the previous report. If these areas of improvement are not repeated in subsequent reports said areas shall be considered remedied.

(iii) Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

(iv) Upon request the evaluator shall demonstrate or suggest the proper method(s) to correct any areas of deficiency.

#### 6. Final Evaluation

The annual summary evaluation of a teacher shall include, but not be limited to, a compilation of the required observations as provided in this Article.

#### C. Termination of Employment

Final evaluation of a teacher upon termination of his/her employment shall be concluded prior to any recommendation for severance. No documents and/or other material shall be placed in his/her personnel file after severance or otherwise except as described in this Article.

#### D. In-Service Program Development

The observation form presented to the teacher will include a list indicating various in-service programs for possible selection during the year. Each year the Education Committee will develop this list.

Six afternoons from 1:15 to 3:15 P.M., shall be set aside for teacher in-service programs and the dates presented shall be recommended by the Education Committee to the Administration based on the in-service list as described above.

## ARTICLE XI - FACILITIES

Atlantic Highlands Elementary School shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. A faculty lounge, including a lavatory, for the exclusive use of the teachers. The teachers may use this room for cooking, making coffee, and dining. This room shall be open whenever teachers are in the building.
3. An office for the physical education instructor which also serves as the men's lounge.
4. In each classroom, a serviceable desk and chair, filing facilities, and closet space.
5. A functioning intercommunication system.
6. Teacher's manuals for each teacher.
7. In each classroom, adequate blackboard and bulletin board space.
8. Adequate books, paper, a dictionary, pencils, chalk, erasers, and other basic teaching materials.
9. A key to the classroom, faculty lounge, media center, curriculum room, and stage craft room for each teacher.
10. Adequate duplicating machines and supplies maintained for use by the teachers to produce instructional materials.
11. A private telephone in the faculty lounge for the exclusive use of the teachers. The Association shall be responsible for the expense of installation and the monthly bill.

ARTICLE XII - SCHOOL CALENDAR

1. The school calendar shall be prepared by the Superintendent based upon the specific recommendation of the County Superintendent. The Superintendent will consult with members of the teaching staff in its preparation.

## ARTICLE XIII - TEMPORARY LEAVES OF ABSENCE

As of the beginning of the school year, an employee is entitled to the following temporary leaves with full pay:

### A. Sick Leave

#### 1. Accumulation

All employees employed shall be entitled to ten (10) sick leave days each school year whether or not they report for duty of that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

#### 2. Transfer From Other Districts

Any new school employee who has been employed in a New Jersey school system just prior to being employed in Atlantic Highlands will be granted a total number of sick leave days equal to the number accumulated in his/her previous position in New Jersey.

#### 3. Notification of Accumulation

a. Employees shall be given a written accounting of accumulated sick leave days no later than the last day of each school year.

b. Upon retirement or when leaving the district after fifteen (15) years of employment, the retiring employee shall be compensated for thirty (30) days of accumulated sick leave at the rate of pay at the time of retirement plus twenty (20) more accumulated days at the rate of \$25.00 per day.

c. An employee will make every effort to inform the Superintendent by January 1st of the preceding year of the employee's intent to resign/retire.

d. Whenever an employee shall be absent five (5) consecutive days because of illness, the Superintendent may request, within three (3) days of the last day of absence, a doctor's certificate as to the reasons for absence.

5. Exhaustion of Leave

When an employee has exhausted his/her leave, payroll deductions shall be made for five (5) days at substitute's rate and thereafter at 1/200th of the contracted yearly salary. Each such case shall be reported in writing by the Superintendent to the Board of Education.

B. Illness in Family

In case of illness of a parent, brother, sister, husband, wife, or child, an allowance of two (2) days will be granted without loss of pay or deduction from accumulated sick leave or personal days.

C. Death in Family

Five (5) consecutive school days shall be allowed for absence without loss of pay in the case of death in the employee's family, as defined in Section B, or immediate household. After expiration of five (5) school days, substitute's pay shall be deducted for an additional period not exceeding five (5) school days, after which full pay shall be deducted. In the case of death of a grandparent, nephew, niece, uncle, aunt, father-in-law, mother-in-law, brother-in-law, sister-in-law, not living in the immediate family, no deduction in salary or personal days shall be made for absence on the day of the funeral.

D. Marriage

In case of the marriage of a parent, brother, sister, or child, a deduction of the minimum pay for a substitute shall be made for absence on the day of the wedding.

E. Quarantine

In case of quarantine on account of contagious disease in the household of a member of the family other than the employee, no deduction in salary shall be made for such absence during the minimum period of exclusion for contagious diseases, provided a certificate

from the Medical Inspector or Health Officer is forwarded to the Superintendent.

F. Court Order

In case of absence from school by reason of subpoena by the court, no deduction in salary shall be made for absence, provided the subpoena is recorded with the Superintendent. One (1) day shall be granted.

G. Personal Days

1. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours will be granted. The Superintendent may deny requests if the possibility of a disruption of the normal functioning of the school exists. Requests shall be in writing three (3) days prior to the date requested except in cases of emergency beyond the control of the employee.

2. At the end of each year, all unused personal days will be converted to an equal number of accumulated sick leave days.

H. Professional Days

Each employee is assured two (2) days, but not more than three (3) days, leave of absence for professional growth by the Board of Education to employees who desire to visit representative schools in allied fields, attend conferences, or attend workshops. Applications for approval must be made to the Superintendent at least two (2) weeks in advance of the date requested. The Board will remunerate the employees who attend special conferences or workshops in allied fields upon recommendation of the Superintendent and approval of the Board.

I. Miscellaneous

1. For absences other than those listed above, employees shall receive the difference between their salary per diem and the cost of a substitute teacher's salary.

2. Permission will not be granted to allow employees to leave school early to take summer employment.

## ARTICLE XIV EXTENDED LEAVES OF ABSENCE

### A. Maternity Leave

The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illness or medical disabilities, set forth in N.J.S.A. 18A: 1-1, et seq. and the rules, regulations, and policy statements, and this Agreement.

It is recognized that an employee's maternity leave application involves both a disability phase and a child care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child care phase is that period of time selected by the employee when she voluntarily suspends her teaching or work to care for the newborn child.

1. Disability Phase - Any tenured or non-tenured employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of application, which shall be made upon sixty (60) calendar days notice to the Board, the employee shall specify in writing the date on which she wishes to return to work after the birth. The Board shall require any employee to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period may be treated as compensation leave time at the option of the employee.

2. Child Care Phase - Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child care purposes as defined above, a tenured employee shall be granted, at her discretion, a leave for (a) the balance of the school year in which the birth occurred, or (b) the balance of the school year in which the birth occurred and the entire following school year. Any further extensions of child care leave shall be

discretionary with the Board of Education. Employees who expect a baby during summer vacation must submit their request for child care phase by August 1. Exceptions may be made for special cases.

3. The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which leave is obtained.

4. An employee returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure to any non-tenured employee who otherwise would have been granted tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

5. No tenured or non-tenured employee shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between the birth and her desired date of return except as provided herein. Nothing contained in this Article shall be construed to preclude the Board from requiring any employee after birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties.

6. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Atlantic Highlands School District in the area of her certification or competence.

7. Adoption - Any employee adopting a child shall receive similar leave which shall commence upon her receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption.

B. Extended leaves of absence may be granted for the illness of an employee after twenty (20) years of service on a case by case basis. The employee may be given one-half salary. The maximum granted under this condition shall be one (1) semester.

This consideration shall be granted upon presentation of a doctor's certificate, said certificate being subject to the approval of the Board of Education.

C. Other leaves of absence may also be granted by the Board of Education at their discretion for good cause.

D. Return from Leave

1. Upon return from leave granted by the Atlantic Highlands District, an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved had he/she not been absent.

2. Benefits

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

b. Those employees who resigned and are rehired will receive 1/2 of their previously unused, nontransferred sick days.

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

## ARTICLE XV - SABBATICAL LEAVES

A. A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system. All requests shall be approved by the Superintendent and the Board of Education.

B. Only one (1) teacher shall be able to take a sabbatical during a school year. If more than one teacher requests a sabbatical leave for the same school year a determination shall be made by the Board on the basis of demonstrated value to the teacher and the school system.

C. A teacher must have completed seven (7) consecutive years of service in the school system in order to qualify for a sabbatical leave. Said teacher must agree to return to the school system for a minimum of two (2) years after termination of the sabbatical leave.

D. Requests for sabbatical leave must be received by the Superintendent in writing no later than January 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.

E. An employee on sabbatical leave for one-half (1/2) of a school year shall receive full pay. An employee on a sabbatical leave for a full school year shall receive half (1/2) pay.

F. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence and he/she shall be credited with all other benefits for which he/she would have been entitled during the period of his/her leave and continuing thereafter upon his/her return.

G. Any monies earned during sabbatical leave shall be deducted from salary to be paid during this period except those from an educational fellowship, or its equivalent. The Superintendent can request a financial accounting of monies earned during this period.

ARTICLE XVI - FAIR DISMISSAL PROCEDURE

A. Notification of Status

1. Date

On or before April 30 of each year, the Board shall give to each non-tenured employee continuously employed since the preceding September 30th either:

a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or

b. A written notice that such employment shall not be offered.

2. Reasons

Any non-tenured employee who receives a notice of nonemployment may within five (5) days thereafter, in writing, request a statement of reasons for such nonemployment from the Superintendent, which statement shall be given to the employee in writing within fifteen (15) calendar days after receipt of such requests.

3. Informal Appearance

Any non-tenured employee who has received such notice of nonemployment and statement of reasons shall be entitled to an informal appearance before the Board, provided a written request for that informal appearance is received in the office of the secretary of the Board within ten (10) days after receipt by the employees of the statement of reasons.

4. Board Determination

The Board shall issue within five (5) days its written determination as to the employment or non-employment of said non-tenured employee for the next succeeding school year. After the completion of the informal appearance said proceedings shall be completed and the Board's determination presented to the employee no later than May 31.

## 5. Appeal to Grievance Procedure

If the employee disagrees with the determination of the Board, he/she may submit the dispute through the grievance procedure as set forth in Article III of the Agreement, and said grievance shall commence at Level 3. In the event said grievance is submitted to arbitration, the arbitrator may restore the employee to continued employment and may restore any loss of pay and/or benefits retroactively to which the employee would be entitled under the terms and conditions of employment required by law or this Agreement between the Board and the Association.

### B. Failure to Comply

Should the Board fail to give a non-tenured employee either an offer of contract for employment for the succeeding year or a notice that such employment shall not be offered and upon request by the employee to the Superintendent, a statement of reasons and a hearing, and in the event of such hearing shall fail to make and serve a copy of the determination, all within the time and in the manner provided by the Article, the Board shall be deemed to have offered to that employee continued employment for the next succeeding school year upon the terms and conditions of employment as may be required by law or agreement between the Board and the Association.

### C. Notification of Intention to Return

If the employee desires to accept such employment, she shall notify the Board of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided herein. In default of such notice the Board shall not be required to continue the employment of the employee.

### D. Termination of Employment

Should the Board fail to comply with the procedure as outlined above, then said notice of termination shall be invalid and of no force and effect and the employment of the employee shall continue as if such notice had not been given.

ARTICLE XVII - SENIORITY

A. Dismissals resulting from a reduction in force due to economic reasons or a declining enrollment shall be made on the basis of seniority within the system for tenured employees as stipulated in N.J.S.A. 18A: 28-9. The same procedure will apply to non-tenured employees except in the case of an employee who has special skills or who has demonstrated a superior teaching ability but who is low in seniority compared to other non-tenured employees.

B. Those employees who are in danger of nonrenewal due to reduction-in-force shall be notified by the Superintendent as soon as possible so that they may seek other employment. This notification must be in writing. An employee who has been reduced (Riffed) must file, in writing, with the Superintendent, a letter stating her desire to be rehired as soon as an opening occurs. The procedure for rehiring as described in N.J.S.A. 18A:28-9 shall be followed.

ARTICLE XVIII - GENERAL PERSONNEL PROCEDURES

A. Duties of all employees shall be fixed by the Superintendent through appropriate conference, or correspondence, and shall be determined by the primary considerations of pupils' welfare, contract and precedent. Health and welfare of teachers, and other employees, shall be carefully regarded and duties shall not be so heavy as to hinder the most effective service to the school.

B. Teachers shall attend, up to a maximum of ten (10) faculty meetings per year which may be called by the Superintendent. Such meetings are to be a maximum of 45 minutes in length commencing at 2:45 P.M.

C. Teachers shall dismiss their class promptly at the appointed hour. Individual pupils are not to be detained for discipline or instruction more than forty (40) minutes after the close of the afternoon session, except for good reason(s) and by special permission of the Superintendent. No pupil shall be kept during any part of his/her lunch period.

D. Violations of, or disagreements over, any of the provisions in cases involving renewal of contract or termination of employment of nontenured employees shall be subject to review under the Fair Dismissal Procedure established in Article XVI of this Agreement and shall be considered grounds for reinstatement without loss of pay and any other benefit provided by this Agreement.

## ARTICLE XIX - SALARIES

### A. Salary Schedule

The salary of each employee covered by this Agreement is set forth in Schedule A through C found in the Appendix.

### B. Procedure for Withholding Increments

Regular salary guide increments and adjustments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties and only in accordance with the following:

1. Subject to Article XXI, paragraph "C" (Just Cause Provision).
2. That the procedure be adhered to as outlined in Article X, Teachers Evaluation.
3. The Superintendent shall not forward any recommendation to withhold an employee's increment or a part thereof to the Board unless at least ninety (90) calendar days, prior thereto, and in no case later than April 1st of the preceding school year in which such action would take effect, the Superintendent has given to the employee against whom the recommendation shall be made, written notice of the alleged cause(s) for particulars as to furnish the employee an opportunity to correct and overcome the same.
4. Once a recommendation is forwarded to the employee and the Board, the employee may within ten (10) school days file a grievance commencing at the Superintendent level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as described in Article III of this Agreement.
5. Any action by the Board to withhold an increment or any part thereof shall be subject to appeal to arbitration as set forth in Article III of this agreement. The Arbitrator shall have the authority to restore all or part of the increment withheld retroactively.

6. Salary guide increment or part thereof withheld under this provision shall be restored the following year unless the procedures set forth in this provision are followed once again, in which case the increment or increments previously withheld and any additional increments which may be due may be withheld in whole or in part.

C. Final Pay

Each employee shall receive his/her final pay on his/her last working day in June.

## ARTICLE XX - FRINGE BENEFITS

### A. Insurance

Blue Cross, Blue Shield, Major Medical, and Rider J shall be offered each employee and employee's family. A Dental Plan, agreed upon by the Board and the Association, shall be offered to each staff member beginning February 1, 1984. Effective February 1, 1990, a Family Dental Plan will be implemented.

### B. Course Reimbursement

1. The Board of Education will fully pay the tuition expenses for any courses and/or workshop approved by the Superintendent toward the enrichment of the teaching program provided the teacher taking the course completes it with a passing grade. A maximum of twelve (12) credits per year will be allowed for approval according to the following schedule: six (6) credits at full tuition rate and six (6) credits at the state tuition rate or nine (9) total credits at the full tuition rate.

2. At his/her discretion, a teacher may apply for tuition reimbursement for summer courses to be applied to the previous or the upcoming school year as long as the twelve (12) credit maximum has not been reached.

3. A teacher applying for tuition reimbursement for courses that, upon completion, will change his/her salary guide, must submit his/her request thirty (30) days prior to the state mandated budget deadline.

4. Course reimbursement shall be granted after the first day of a teacher's second year of employment in this district.

5. Academic research projects involving Atlantic Highlands Elementary School students and/or teachers must be approved by the Superintendent.

ARTICLE XXI - EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board, excluding the Superintendent and Board Secretary, shall have the right freely to organize, join and support the Association in collective negotiations.
  
- B. 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 employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in any activities of the Association and its affiliates, collective negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
  
- C. No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his/her 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.
  
- D. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Atlantic Highlands School District based upon his/her professional judgement of available criteria pertinent to any given subject area of activity to which he/she is responsible. No grade or evaluation shall be changed without consultation with the teacher.

E. Procedures concerning personnel records shall be as follows:

1. File

An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained herein. An employee shall be entitled to have representative(s) of the Association accompany his/her during such review. Every three (3) years an employee shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain and they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at Level Two.

2. Derogatory Material

No material derogatory to an employees' conduct, service, character or personality or any material which could have an adverse effect on a teacher's status shall be placed in the personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review any material to be placed in his/her file by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

3. No separate file

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE XXII - COMPLETE CONTRACT AGREEMENT

1. Any agreement between the parties made subsequent to this date which modifies, supplements, or waives a section of this contract shall be signed by the Association representative and by the authorized representative of the Board of Education.
2. It is the intent of the Board and Association that the clauses in this contract be uniformly applied. Failure of the Board or the administrator to invoke any of the penalty provisions of this contract shall in no way be considered to represent a modification of this contract.
3. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.
4. If any provision of this Agreement or any publication 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 but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIII - DURATION

This agreement shall become effective July 1, 1987 and shall run in effect until June 30, 1990.

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1975, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin not later than October 1st of the calendar year proceeding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to the bargaining unit, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

BOARD OF EDUCATION,  
ATLANTIC HIGHLANDS

ATLANTIC HIGHLANDS  
EDUCATION ASSOCIATION

Jeff Stoll  
Jeff Stoll, President

Elaine Merker  
Elaine Merker, President

Date: 5/1/88

Date: 5/9/88

ATTEST:

Elizabeth A. Collins  
Elizabeth Collins,  
Secretary

Seraldine Plant  
Secretary

*Agreed and signed this 5th day of May 1988*

*Elizabeth A. Collins*  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 3, 1991

APPENDIX

SCHEDULE A	SALARY GUIDE - 1987-1988 (September)
SCHEDULE A-1	SALARY GUIDE - 1987-1988 (February)
SCHEDULE B	SALARY GUIDE - 1988-1989
SCHEDULE C	SALARY GUIDE - 1989-1990
SCHEDULE D	EXTRACURRICULAR ACTIVITIES
SCHEDULE E	GRIEVANCE FORM

SCHEDULE A

1987-1988

(September 1987 - January 1988)

<u>STEP</u>	<u>BA</u>	(1000) <u>BA + 30</u>	(1000) <u>MA + 30</u>
1	19,400	20,400	21,400
2	19,775	20,775	21,775
3	20,150	21,150	22,150
4	20,525	21,525	22,525
5	20,900	21,900	22,900
6	21,275	22,275	23,275
7	21,650	22,650	23,650
8	22,025	23,025	24,025
9	22,400	23,400	24,400
10	22,775	23,775	24,775
11	23,375	24,375	25,375
12	23,975	24,975	25,975
13	24,975	25,975	26,975
14	25,975	26,975	27,975
15	26,975	27,975	28,975
16	28,000	29,000	30,000

Note: All employees off guide will receive a 4.4% increase over their 1986-1987 salary.

SCHEDULE A-1

1987-1988

(February 1988 - June 1988)

<u>STEP</u>	<u>BA</u>	(1000) <u>BA + 30</u>	(1000) <u>MA + 30</u>
1	20,176	21,176	22,176
2	20,566	21,566	22,566
3	20,956	21,956	22,956
4	21,346	22,346	23,346
5	21,736	22,736	23,736
6	22,126	23,126	24,126
7	22,516	23,516	24,516
8	22,906	23,906	24,906
9	23,296	24,296	25,296
10	23,686	24,686	25,686
11	24,310	25,310	26,310
12	24,934	25,934	26,934
13	25,974	26,974	27,974
14	27,014	28,014	29,014
15	28,054	29,054	30,054
16	29,120	30,120	31,120

Note: All employees off guide will receive a 4.0% increase over their September 1987 - January 1988 salary.

SCHEDULE B

1988-1989

<u>STEP</u>	<u>BA</u>	(1000) <u>BA + 30</u>	(1000) <u>MA + 30</u>
1	21,567	22,567	23,567
2	21,992	22,992	23,992
3	22,417	23,417	24,417
4	22,842	23,842	24,842
5	23,267	24,267	25,267
6	23,692	24,692	25,692
7	24,117	25,117	26,117
8	24,542	25,542	26,542
9	24,968	25,968	26,968
10	25,393	26,393	27,393
11	25,818	26,818	27,818
12	26,498	27,498	28,498
13	27,178	28,178	29,178
14	28,128	29,128	30,128
15	29,078	30,078	31,078

Note: All employees off guide will receive an 8.75% increase over their 1987-1988 base salaries.

SCHEDULE C

1989-1990

<u>STEP</u>	<u>BA</u>	(1000) <u>BA + 30</u>	(1000) <u>MA + 30</u>
1	22,962	23,962	24,962
2	23,422	24,422	25,422
3	23,883	24,883	25,883
4	24,345	25,345	26,345
5	24,806	25,806	26,806
6	25,268	26,268	27,268
7	25,730	26,730	27,730
8	26,191	27,191	28,191
9	26,653	27,653	28,653
10	27,115	28,115	29,115
11	27,577	28,577	29,577
12	28,038	29,038	30,038
13	28,777	29,777	30,777
14	29,515	30,515	31,515

Note: All employees off guide will receive an 8.6% increase over their 1988-1989 base salaries.

SCHEDULE D

EXTRACURRICULAR ACTIVITIES

The following extracurricular positions shall be made available to all teachers:

	1987-88
	1988-89
	<u>1989-90</u>
Safety Patrol Advisor	\$550.00
Vocal Music Assembly Work	550.00
Instrumental Music Director	450.00
Girls Intramural Advisor	550.00
Boys Intramural Advisor	550.00
Basketball Coach	550.00
Photography Advisor	550.00
Newspaper/Publicity Chairperson	450.00
Student Council Advisor	450.00

SCHEDULE E  
GRIEVANCE FORM

NAME OF EMPLOYEE (OR ASSOCIATION)

\_\_\_\_\_

DATE AND TIME GRIEVANCE IS FILED

\_\_\_\_\_

DATE GRIEVANCE OCCURRED

\_\_\_\_\_

CONTRACT ARTICLE AND CLAUSE WHICH HAS BEEN

VIOLATED

\_\_\_\_\_

\_\_\_\_\_

GRIEVANT

\_\_\_\_\_

PRESENTED TO

\_\_\_\_\_

DATE

\_\_\_\_\_

DATE BY WHICH ACTION IS DUE

\_\_\_\_\_

\_\_\_\_\_