

PREAMBLE

This Agreement entered into this 26th day of March, 1974, by and between the Board of Education of The Borough of Avalon, Cape May County, New Jersey, hereinafter called the "Board" and Avalon Education Association, hereinafter called the "Association".

WITNESSETH

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

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

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

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

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

247.1, 1974 - June 30, 1976

LIBRARY
Institute of Management and
Labor Relations

RUTGERS UNIVERSITY

ARTICLE I

RECOGNITIONA. 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 certified personnel whether under contract, on leave, presently employed or employed during the duration of the agreement by the Board, but excluding the principal and occasional substitutes.

B. Definition of Teacher

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

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENTA. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDUREA. Definitions1. Grievance

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

2. Aggrieved person

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

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers within the scope of this Agreement or within the scope of Chapter 303, Public Law, 1968. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. An aggrieved teacher shall institute action under the provisions hereof within ten (10) calendar days of the occurrence complained of, or within ten (10) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) day period, shall be deemed to constitute an abandonment of the grievance.
2. A teacher processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. In the presentation of a grievance, the teacher shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal.
4. Whenever the teacher appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. A teacher shall first discuss his grievance with the principal.
6. If the subject is not resolved to the teacher's satisfaction through this discussion, he will then submit within two days, a written request to the principal stating that he has a grievance to discuss and stating the nature of the grievance. A decision shall be rendered within five (5) days of said discussion.

7. If the grievance is not resolved to the teacher's satisfaction within five (5) days, the teacher shall submit his grievance to the Board of Education in writing, specifying:
 - a. the nature of the grievance
 - b. the results of the previous discussions
 - c. the basis of his dissatisfaction with the determination
8. A copy of the writing called for in Paragraph 7 above shall be furnished to the school principal.
9. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Board shall hold a closed hearing at which all parties concerned shall have the right to be heard.
10. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Board shall, in writing, advise the aggrieved party and his representative, if there is one, of their determination and shall forward a copy of said determination to the school principal.
11. If the grievance has not been satisfactorily resolved at level 10, an "Appeals Committee" shall be established to review the grievance. The "Appeals Committee" will conduct a hearing and prepare a written advisory opinion to be submitted to the Board and the aggrieved party or parties. This committee shall be composed of two representatives appointed by the Board and two representatives appointed by the Association.
12. In the event the aggrieved party or parties are dissatisfied with the determination of the Appeals Committee, he shall have the right to request binding arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968. At that time an arbitrator will be requested from PERC.

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

In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and the Association, and each of the parties shall bear their own costs.
13. In the event a grievance is filed at such a 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 the aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

ARTICLE IV

TEACHER RIGHTSA. Rights and Protection in Representation

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

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

C. Just Cause Provision

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth, provided however that nothing herein will affect the rights of the Board as defined by law.

D. Required Meetings or Hearings

Whenever any teacher is required to appear before the principal or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

However, this procedure shall not apply to a non-tenure teacher receiving notification of non-renewal of contract. Such non-tenure teacher shall be informed prior to the meeting that the subject for discussion will be the status of his contract renewal.

E. Legal Rights

The Board will respect all teachers' rights and privileges as outlined in Chapter 303, Public Laws 1968.

ARTICLE V

ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIESA. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the educational program and the financial resources of the district.

B. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers.

C. Use of the School Building

The Association shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations. Meetings shall not be held during hours that children are in attendance.

D. Use of School Equipment

The Association shall pay for the cost of all materials and supplies used for organization business or any repairs directly resulting from their use of school facilities and equipment.

E. Association Responsibilities

1. The Association shall be responsible for interpreting the provisions of this Agreement to its members.
2. The Association covenants and agrees that during the life of this Agreement, it will not engage in any strike, or in illegal activities against the Board.
3. Nothing contained in this Agreement shall be construed to limit or restrict the Board or the Association in their rights to seek and obtain such judicial relief as they may be entitled to have in law or in equity for injunction or damages or both, in the event of a breach of contract by the Association, its members, or the Board.
4. The Board and the Association agree that in the event an impasse is reached during negotiations that each will abide by the decision reached by a mediator provided under PERC provisions.

ARTICLE VI

TEACHERS'S RESPONSIBILITY

Teachers shall act under the supervision of and in cooperation with the administrative principal. The classroom teacher, with the support, guidance and assistance of the administrative principal and supplemental personnel shall work toward the following aims:

- A. The instruction, guidance, discipline, and supervision of students assigned to their classes.
- B. Evaluation of the progress of students under their direction.
- C. The maintenance of such records and reports as they may be required to keep under the provisions of State Law or as required by their administrative principal.
- D. Maintaining professional competency and efficiency.
- E. Attendance at staff meetings called by the principal. Staff meetings held at the close of the school day shall not exceed one hour nor be called more frequently than once a week.
- F. Complying with all applicable rules, regulations and policies of the Board of Education pertaining to professional staff and which are included in the Teacher's Handbook.
- G. Where called upon by the principal, they will plan, guide, direct, evaluate, and supervise extracurricular activities of students during school hours.
- H. Reporting to the Board through the Teachers' Association such conditions as in the opinion of the teachers, require rectification, together with a statement of the condition complained of and the recommendation of the teachers for the correction of said condition.

ARTICLE VII

TEACHING HOURS AND TEACHING LOADA. Lunch Periods

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

B. Size of Class

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

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

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

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

ARTICLE VIII

TEACHER EVALUATION

A. Tenure Teachers - Frequency

Teachers with tenure shall be evaluated at the discretion of the principal or upon request of the teacher. Such requested evaluations shall not exceed four a year.

B. Non-Tenure Teachers - Frequency

Non-tenure teachers shall be evaluated by the administrative principal at least four times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and the administrative principal for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction.

C. General Criteria for Evaluation

1. Open evaluation

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

2. Duration

In-classroom observations shall consist of at least twenty minutes.

3. Copies of evaluation

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

D. Evaluation reports

The evaluation form used shall be one mutually agreed upon by teachers, principal and Board.

ARTICLE IX

SPECIALISTS

- A. The Board shall engage such specialists as in its opinion, based upon the recommendations of its administrative staff and after giving due consideration to such suggestions as may be made by the teachers, as are necessary to assure the furnishing of a quality education to all pupils, consistent with the ability of the taxpayers of the Borough of Avalon to pay therefor.
- B. The number of specialists presently employed shall not be reduced during the term of this Agreement providing that the enrollment of the school does not fall below 150 pupils.
- C. Substitutes

Any position which involves a complete class and which is vacant because a teacher is temporarily absent shall be filled by a teacher who holds a standard substitute certificate or a standard certificate.

ARTICLE X

TEACHER EMPLOYMENTA. Placement on Salary Schedule1. Credit for experience

Teachers first employed in the Avalon System subsequent to the date of this agreement shall initially be given credit on the Salary Schedule for previous outside teaching in a duly accredited school in an amount which is entirely subject to negotiation between the Board and the individual teacher. This provision shall be called to the attention of any new teacher being hired in the Avalon System prior to final agreement on salary.

B. Returning to the District

A teacher with previous teaching experience in the Avalon School District shall upon returning to the System receive full credit on the salary schedule for all outside teaching experience and previously accumulated unused sick leave.

C. Notification of Contract and Salary

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

ARTICLE XI

SALARIESA. Salary Schedule

In 1974-75 each teacher currently employed in the Avalon School system shall be placed on the next consecutive step plus one of the salary scale according to schedule "A". In 1975-76 each teacher will be placed on the next consecutive step from 1974-75 according to the salary scale for 1975-76.

B. Method of Payment

1. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. Summer Pay Plan

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

3. Exceptions

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.

4. Final Pay

Each teacher shall receive his final pay on his last working day in June provided that the principal's check-off list is completed.

C. Longevity

For 1974-75 a teacher commencing with her 15th year in the Avalon system shall be entitled to a longevity increment of \$100.00. A teacher commencing with her 18th year in the Avalon system shall be entitled to an additional increment of \$100.00. A teacher commencing with her 21st year in the Avalon system shall be entitled to a longevity increment of an additional \$100.00. A teacher commencing with her 24th year in the Avalon system shall be entitled to an increment of an additional \$100.00 to a total of \$400.00 over scale. In 1975-76 these amounts shall be increased from \$100.00 to \$300.00 to a total of \$1200.00 over scale.

ARTICLE XII

SICK LEAVEA. Accumulative

As of September 1, 1974, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days accumulated in the Avalon School system shall be accumulated from year to year with no maximum limit.

As of September 1, 1975, the number of sick leave days shall be increased to twelve (12) days.

B. Notification of Accumulation

Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCEA. Types of Leave

As of the beginning of the 1974-1975 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Personal

Five (5) days leave of absence for personal, legal, 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 one (1) day before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section.

2. Death

Up to five (5) days at any one time in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law and any other member of the immediate household. In the event of the death of a teacher or student in the Avalon School District, the principal of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

3. Good Cause

Other leaves of absence with pay may be granted by the Board for good reason.

B. In Addition to Sick Leave

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCEA. Maternity

1. Natural Birth

The Board shall grant maternity leave without pay to any teacher upon request subject to the following stipulations and limitations:

(a) Maternity leave shall commence on the date requested by the teacher. The teacher will give a minimum of 30 days notice for such leave. At this time the teacher will also notify the Board of the date of her expected date of return to service. The date of return shall not exceed one year, unless the Board and the teacher mutually agree upon another date. The return to service shall commence the first day of the first or third marking periods of the school year, unless the Board and the teacher agree upon another date.

(b) Any teacher granted maternity leave without pay according to the provisions of this section may at her discretion elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.

(c) Any teacher granted maternity leave shall at her request be restored to the exact same teaching position, subject area, and grade level vacated at the commencement of said leave.

(d) The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from a physician acceptable to the Board that she is medically able to continue teaching.

(e) The Board shall not discriminate against any person in violation of NJSA 10:5-1 et. seq. The Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.

B. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason.

C. Return from Leave1. Salary

Upon return from leave granted pursuant to Section A 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 a leave granted pursuant to Sections A or B of this Article.

2. Benefits

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

D. Extensions and Renewals

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

ARTICLE XV

INSURANCE PROTECTIONA. Full Health-Care Coverage

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

B. Complete Annual Coverage

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

C. Full Dental-Care Coverage

In addition to the above stated program, the Board will provide, in the year 1975-76 a dental care program comparable to Blue Cross's Plan with Riders 1, 2, 3, and 4. The Board shall make full family payment for the services with carrier approved by the Association.

ARTICLE XVI

MISCELLANEOUS PROVISIONSA. Nondiscrimination

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

B. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Printing Agreement

Copies of this Agreement shall be reproduced, after Agreement between the Board and the Association on format, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed or hereafter employed.

E. Tuition Costs

The Board shall pay for the tuition or direct cost of courses successfully completed by teachers provided said course or courses contribute to teachers' ability or competence in the Avalon system. The course should be approved in advance by the principal.

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1974 and shall continue in effect until June 30, 1976, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

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

AVALON EDUCATION ASSOCIATION

By Maria Robinson
Its President

By Elizabeth Pritchard
Its Secretary

AVALON BOARD OF EDUCATION

William H. Lopez, Jr.
Its President

Tim H. F. Gilbert
Its Secretary

SCHEDULE A

SALARY SCHEDULE

<u>STEP</u>	<u>INDEX</u>	<u>1974-1975</u>	<u>1975-1976</u>
13	1.64	13,940	14,268
12	1.58	13,430	13,746
11	1.52	12,920	13,224
10	1.46	12,410	12,702
9	1.40	11,900	12,180
8	1.34	11,390	11,658
7	1.28	10,880	11,136
6	1.23	10,455	10,701
5	1.18	10,030	10,266
4	1.13	9,605	9,831
3	1.08	9,180	9,396
2	1.04	8,840	9,048
1	1.00	8,500	8,700

Masters degree receives \$500.00 over step.

The current supplemental instructor will be placed on step eight plus \$1,000.00 for the year 1974-1975 and step nine plus \$1,000.00 for the year 1975-1976.