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AGREEMENT

BOARD OF EDUCATION - POINT PLEASANT BOROUGH TEACHERS ASSOCIATION

1969-70

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ARTICLE I

RECOGNITION

The Board of Education of the Borough of Point Pleasant, having received and verified a certified membership list of the Point Pleasant Teachers Association, as of December 17, 1968 hereby recognizes the said Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for the school year 1969-70 --- beginning September 1, 1969 and ending June 30, 1970, for the following classes of employees.

- A. All certified teaching personnel under contract,
 including coaches, extra-curricular personnel, department
 heads and nursing personnel and personnel on maternity
 leave, but excluding:
 - Supervisory and administrative personnel, nursing supervisor, director of pupil personnel services, and office, clerical, custodial and maintenance, and cafeteria employees.
 - 2. Perdiem substitutes, part-time and hourly employees.
 - 3. Employees of special programs paid in whole or part by Federal, State, or County government funds.
- B. Any new classes of employees to be included for recognition are to be mutually discussed and agreed upon.
- C. Definition: The term "teachers" when used hereafter in this agreement, shall refer to all professional employees represented by the association in the negotiating unit defined above.

NEGOTIATION PROCEDURE

- 1. Upon submission of a written request for recognition and upon verification of designated membership representation, and unit determination by duly accepted methods, the Board of Education agrees to enter into collective negotiations in accordance with procedures established by Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.
- Such negotiations shall begin not later than October 1 and efforts made to conclude the agreement within 60 days.
- 3. During negotiations, the Board and Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The current budget shall be presented, and proposed financial and educational needs evaluated.
- 4. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. Final proposals shall be accepted by the Board of Education at an open public meeting.
- 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

Negotiation Procedure

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.

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective 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. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any benefit to either party existing prior to its effective date.

GRIEVANCE PROCEDURES

- 1. The Board of Education of the Borough of Point Pleasant and the Point Pleasant Teachers Association have the same ultimate aim of providing the best education possible for the pupils of the Point Pleasant Borough public schools.
- 2. The Board of Education and the Point Pleasant Teachers Association have regularly engaged in mutual consultation and the exchange of ideas for the welfare of the children and the teachers of the school district.
- 3. The Board of Education recognizes the afore-mentioned professional association, their officers, and such committees designated by them as the official representative of the professional staff included in their membership for the purpose of joint consultation of the formation of policies with respect to conditions of employment and personnel practices.
- 4. Any individual member of the teaching staff, regardless of membership in the afore-mentioned professional association, shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievance he shall be assured freedom of restraint, coercion, discrimination or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate another

Grievance Procedures

person of his own choosing to appear with him or for him at any step in his appeal. In the event the aggrieved individual is a member of the Point Pleasant Teachers Association he may designate the Professional Rights and Responsibilities Committee of that organization to appear with or for him at any step in his appeal.

EMPLOYEE OR RECOGNIZED ASSOCIATION GRIEVANCES

A grievance is defined as any dissatisfaction with an application of policy or an administrative decision regarding an employee's condition of employment, or interpretation of this agreement, as recognized by the Point Pleasant Teachers Association as an association grievance.

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

- The failure or refusal of the Board to renew a contract of a non-tenure employee, provided evaluation procedures have been followed in accordance with the Board of Education policy.
- 2. In matters where a method of review is prescribed either by law, or by any rule, regulation, or by decision of the Courts of the State of New Jersey.
- In matters involving the sole and unlimited discretion of the Board.

OUTLINE OF PROCEDURE

 Any employee who has a grievance shall discuss it first with his principal (and immediate superior or department head, if applicable) in an attempt to resolve the matter informally

Grievance Procedures

at that level.

- 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five school days, he shall set forth his complaint in writing to the principal. The principal shall communicate his decision to the employee in writing within three school days of receipt of the written complaint.
- 3. If, as a result of the decision of the principal, the employee is still not satisfied, the employee may take the matter up with the Professional Rights and Responsibilities Committee.

 If the Professional Rights and Responsibilities Committee determines the grievance is allowable, the Professional Rights and Responsibilities Committee will take the matter up with the principal. The principal's final decision must reach the Professional Rights and Responsibilities Committee and the employee in writing not more than five school days later.
- 4. The employee and/or the Professional Rights and Responsibilities Committee may appeal the principal's decision to the Superintendent of Schools. The appeal to the superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The superintendent shall request a report on the grievance from the principal, shall

Grievance Procedures

confer with the concerned parties and, upon request, with the employee or principal separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten school days. The superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the principal.

5. Optional Step.

- a. If the grievance is not settled after reaching the superintendent of schools, the matter may be referred to the Professional Rights and Responsibilities Committee of the local association for consideration. The Committee shall make a determination as soon as possible, but within a period not to exceed ten school days, notifying the employee in writing of that determination.
- b. If the Professional Rights and Responsibilities Committee determines that the grievance has or may have merit, it shall recommend that the grievance may be heard by the Board of Education.
- c. If the Professional Rights and Responsibilities Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the principal, the superintendent of schools, and the board of education.

Grievance Procedures

d. An employee whose grievance has been determined to be without merit by the Professional Rights and Responsibilities Committee shall retain the right to appeal in writing to the board of education.

6. If the grievance is not resolved to the employee's satisfaction, he may request a review by the board of education at its next regularly scheduled meeting. The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the board of education. The board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within thirty-five calendar days.

7. Optional Step

Any grievance supported by the Professional Rights and Responsibilities Committee and not resolved to the satisfaction of the employee after review by the board of education, shall, at the request of the Professional Rights and Responsibilities Committee and concurrence by the board of education, be submitted to an advisory committee.

ARTICLE III 3.6

ADVISORY COMMITTEE

In case of an impasse during negotiations of a grievance, the matter will be submitted to an advisory committee within thirty days after the request of either party to the other and with the concurrence of both. The Board will name one advisor, and the association will name another. A third member, who shall be the chairman, shall be named by the first two named members.

The Advisory Committee shall report recommendations for settlement within fifteen days. The recommendations shall be submitted to both parties and shall be made public. The recommendations of the advisory board shall be utilized by the Board of Education and the Professional Rights and Responsibilities Committee to arrive at a final mutually acceptable determination. The costs of establishing such an advisory committee shall be shared equally between the Board of Education and the Teachers Association.

ASSOCIATION GRIEVANCES

Association grievances shall be presented to the superintendent in writing. The superintendent shall within fifteen days of receipt of the alleged grievance meet with the Professional Rights and Responsibilities Committee to study, discuss, and research the appropriate areas. He shall present his recommendation to the committee within five school days. If the decision is mutually acceptable, it shall be presented at the next regularly scheduled meeting of the Board of Education, if such approval is required.

Grievance Procedures

In the event of need for further consideration, the Board of Education and the Professional Rights and Responsibilities

Committee shall meet within thirty-five days for mutual consideration and joint negotiation. In the event of an impasse the procedure shall be as defined in step 7.

ARTICLE IV

TEACHER RIGHTS

- 1. The Board of Education hereby agrees that every teacher has the rights and privileges conferred pursuant to Chapter 303, Public Laws 1968. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.
 - 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.
 - 3. Whenever any teacher is required to appear before the Board of Education or any committee of the Board of Education concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments

ARTICLE IV 4.2

Teacher Rights

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 shall be according to law and Title 18A, NJSA

ASSOCIATION RIGHTS AND PRIVILEGES

- 1. The Board agrees to furnish to the Association a register of certificated personnel members of the Association and within the recognition unit, and minutes of the Board of Education, as from time to time requested.
- 2. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- 3. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business with individual teachers on school property after school hours and during the school day, with the approval of the Principal, provided this shall not interfere with or interrupt normal school operations.
- 4. The Association, its representatives, and committees, shall meet and conduct its business on non-school time, unless otherwise approved by the administration. The privilege of use of any part of school building facilities and rooms shall be governed by the needs of the educational program and use of the facility at the time of the request upon authority and approval of the Board of Education as delegated to the building principal or superintendent.

Any costs incurred above normal usage for maintenance operation, or custodial care shall be borne by the Association.

ARTICLE V 5.2

Association Rights and Privileges

5. The Association shall recognize that school facilities, equipment, and supplies, are the property of the people in the District with legal custodial responsibility vested in the Board of Education. Legal accountability mandates that general use of School District property be upon expressed authorization by the Board of Education, or as delegated by the Board to its administrative representatives.

- 6. Where available, and consistent with the educational program, and common practice, the Association shall have in each school building the use of a bulletin board in each faculty lounge and teachers' dining room. In the above listed locations where one board is available, the use shall be shared in common with the needs of the educational program, as mutually arrived at with the building principal. Copies of all materials to be posted on such bulletin boards shall be given to the building principal for approval.
- 7. The Association shall be permitted to use the teachers' mail boxes for communication with its members, for the transaction of its business, with the limitation that such use does not interfere with the primary purpose of such facility.

ARTICLE VI

SUPERINTENDENT'S ADVISORY CALENDAR COMMITTEE

A representative shall be named by the Association's Executive Board to serve on the Superintendent's Advisory Calendar Committee.

As a member of the Calendar Committee, this representative shall participate in the deliberations of the Committee, present the suggestions of the Association on calendar items, and assist in drafting the calendar to be presented to the Board for consideration.

In determining the calendar, attention shall be given to legal and religious holidays, conventions, and parent conference days.

The prime concern is to be the welfare of the pupils and the educational program.

The authority for establishing, adopting, and approving deviation from the proposed calendar is vested in the Board of Education. The Association shall be notified of any change.

ARTICLE VII 7.1

TEACHING HOURS AND TEACHING LOAD

- Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of a faculty roster.
- 2. It is the responsibility of each individual teacher, as well as the board, to provide the highest quality educational program practicable for every boy and girl in the school district. This includes:
 - A. Careful daily preparation
 - B. Attendance at staff meetings.
 - C. Reasonable participation in activities of the school such as:
 - a. Open Houses
 - b. P.T.A. meetings
 - c. Public performances of children in plays, concerts, athletic activities, or other extra-curricular activities.
- 3. All teachers shall be entitled to a duty-free lunch period.

 This shall be the equivalent of a regular class period in the secondary school. In the elementary school this shall be a forty minute lunch period wherever possible, with a minimum of thirty minutes duty free.
- 4. Teachers may be required to remain after the end of the regular work day without additional compensation for the purpose of attending general staff, school faculty, or other professional meetings four days a month. Such meetings shall begin no later than fifteen minutes after the student dismissal time and shall run for no more than forty-five minutes. The limitation on

ARTICLE VII 7.2

Teaching Hours and Teaching Load

number of meetings shall not apply to individual committee or study meetings.

- 5. From time to time, an association representative may speak to the teachers for a maximum of five minutes or longer if approved by the principal. If a longer time is used by the representative, the meeting may be extended, correspondingly, if the time is needed to accomplish its purpose.
- 6. The notice of and agenda for any meeting, shall, insofar as is practicable, be given to the teachers involved at least two days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.
- 7. Teacher participation in overnight or weekend trips shall be voluntary. Field trips during the school day shall, as is feasible, be planned to terminate at school within the scope of the school day.
- 8. It is recognized by the parties that the principle of the forty hour normal work week can not be interpreted literally.

 Nothing contained herein prohibits or limits the right of the administration/superintendent from assigning the extra duties normally associated with the teaching profession, and consistent with this agreement.

CLASS SIZE

The School Board and the Association recognize that class size is an important factor in good education and will whenever possible, subject to space availability and all other educational consideration, insure that class size is effective for both teacher and pupil.

ARTICLE IX

NON-TEACHING DUTIES

- The Board and the Association acknowledge that a teacher's primary responsibility is the education of the children in his care.
 - A. 1. Assignment of teachers for non-teaching duties shall be on a reasonable basis.
 - 2. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money collected where the proper procedure has been followed.
 - B. Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of the principal or immediate supervisor. In such event, the teacher will be covered by appropriate Board of Education liability insurance.

ARTICLE X

TEACHER EMPLOYMENT

- 1. As provided by New Jersey Statutes 18A:29-9; "Whenever a person shall hereafter accept office, position or employment as a teacher in any school district of this state, his initial place on the salary schedule shall be at such point as may be agreed upon by the teacher and the employing board of education."
- 2. Credit for military services shall be as determined by NJSA-Title 18A; 29-11.
- 3. The withholding of increments for inefficiency or other good cause shall be as provided in the NJSA-18A: 29-14, and decisions of the Commissioner and/or courts of New Jersey interpreting the said statues.
- 4. In accordance with the provisions of NJSA Title 18A:30-3.2, the Board of Education shall grant credit not to exceed thirty days for accumulative sick leave days from another school district in New Jersey upon application not later than the end of the first year of employment. At the discretion of the Superintendent a doctor's certificate may be required in accordance to substantiate absence.

SALARIES

- Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- Teachers may individually elect to have up to ten per cent of their monthly salary deducted from their pay under rules and regulations mandated by the state.
- 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.
- 4. Final checks shall be issued on the last working day in June.
- 5. Salary schedule included in appendix.
- 6. Teachers shall receive an accounting of accumulative sick leave prior to end of school year.

TEACHER ASSIGNMENT

- A. Assignment of teachers shall be made only after every effort has been made to meet the reasonable request and desires of any teacher concerned.
 - Teachers other than newly-appointed and substitute teachers will be notified in writing, by the end of the school year, of the school to which they will be assigned, the classes or subjects they will teach, and special or unusual classes they will have. It is recognized that certain shifts in enrollment may necessitate changes subsequent to such notification but every effort will be made to keep such changes to a minimum.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except temporarily for good cause, outside the scope of their teaching certificates and/or their major fields of study.
- C. No regularly-assigned teacher shall be used as an involuntary substitute except in case of emergency and after every effort has been made to employ a substitute.

TEACHER TRANSFER

- A. The Board and the Association recognize that frequent transfers

 may be disruptive of the education process and optimum teacher

 performance unless there are specific procedures which

 guarantee fairness to teachers as well as taking into consideration

 the over-all interests of the school administration.
- B. If a vacancy is created in the building in which a teacher presently teaches, he may apply for reassignment within the building. Such vacancy shall be filled by the Superintendent on the basis of fitness for the post: length of service will be a preferential factor when there is more than one applicant of equal fitness.
- C. Teacher—initiated requests for transfer shall be granted
 when the teacher is qualified and when transfer is considered
 feasible by the Superintendent. Such requests denied will be
 reported to the teacher, including the reasons for the denial.
 The teacher whose request for transfer has been denied may
 request the reasons for denial in writing.
- D. Transfers may be requested by the administration. The teacher should be notified in writing of the intended transfer and given the opportunity to discuss the proposal. Such transfers will be based on advantages to the individual, staff balance, recommendation of supervisor and principal and best interests of the school system. Length of service will be one of the factors considered.

ARTICLE XIII 13.2

Teacher Transfer

E. A notice announcing impending vacancies in all positions will be posted in each school prior to filling any such vacancy.

F. The parties recognize that changes in grade assignment in the elementary school, changes in subject assignments in the secondary school grades, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the board, the board will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers in changes of assignment shall be at a voluntary basis whenever possible. In making involuntary assignments in transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils, as determined by the Board of Education.

ARTICLE XIV

PROMOTIONS

- 1. A teacher may apply for any position at any time. Such applications should be in writing addressed to the superintendent of schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application should be renewed annually.
- 2. In filling a vacancy within the bargaining unit, the board agrees to evaluate the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The decision of the board as to the filling of such vacancies shall, however, be final.
- 3. In filling promotional vacancies to administrative positions the board shall consider the professional qualifications, requirements, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the board, and the decision of the board with respect to such matters shall be final.

ARTICLE XV

TEACHER EVALUATION

Section I.

- 1. Supervision of teachers will be conducted professionally, openly and with full knowledge of the teacher. All class visits and evaluation reports will be reviewed in a conference between the teacher and the person making the report. All such reports will be signed by the teacher indicating that he has seen it and discussed it. Signing the report in no way indicates agreement with its content.
- 2. The following criteria shall be among those used as a basis for evaluation of a classroom teacher:
 - A. Knowledge of subject matter.
 - B. Ability to communicate with students.
 - C. Knowledge of materials and techniques in his or her field.
 - D. Demonstrated rapport with students and control of class-room.
 - E. Professional competence in the individualization of instruction.
 - F. Willingness to innovate new ideas and techniques, and to use instruction time efficiently.
 - G. Method of evaluating students and meeting their needs.
 - H. Ability to adjust to situations (teaching levels and readiness levels of students(.
 - I. Evidence of lesson planning and preparation.

ARTICLE XV 15.2

Teacher Evaluation

J. Attendance and regularity at post of duty including being available both during the school day and after pupils are dismissed for the day for conferences concerning pupils, and/or professional matters.

- K. Performance in building responsibility.
- 3. Reports shall be written in narrative form and shall include, when pertinent:
 - A. Strengths of the teacher as evidenced during the period since the previous report.
 - B. Weaknesses of the teacher as evidenced during the period since the previous report.
 - C. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
- 4. Such reports are to be provided for non-tenure teachers at least four times each year between October 1 and May 15. Tenure teachers are to be provided written reports at least two times during the school year.

Section II.

- Upon request teachers may review the contents of their personnel file and make copies of any part of it in the presence of the appropriate administrator.
- No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the

ARTICLE XV 15.3

Teacher Evaluation

teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed and initialed by the superintendent or his designee and attached to the file copy.

- 3. 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 teacher's inspection.
- 4. Any complaint regarding a teacher made to any member of the administration by any parent, student, or other person shall be brought to the teacher's attention if considered serious by the appropriate administrator, or if it is written into the teacher's personnel file, or if used as a basis for reprimanding a teacher.
- the Association recognizes that it is the responsibility of the board and the administration to establish the basis for teacher evaluations. In the event that a teacher believes either has acted improperly or unfairly with respect to the use of such teacher evaluation, the individual teacher has the opportunity to avail himself of the grievance mechanism, or in alternative, those procedures and rights established in Title 18A in connection with tenure.

ARTICLE XVI

TEACHER FACILITIES

Where practical and possible each school will have the following facilities:

- Space in each classroom in which each permanent based teacher may store instructional materials and supplies.
- 2. A combination faculty work area-lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge it shall be regularly cleaned by the school's custodial staff.
- 3. A serviceable desk and chair for the teacher in each classroom.
- 4. Adequate off-street parking facilities.
- Suitable closet space for each teacher to store coats, overshoes, and personal articles.
- 6. Adequate chalkboard space in every instructional classroom.

3

ARTICLE XVII

TEACHER-ADMINISTRATION ADVISORY COUNCIL

- 1. The Association shall select, among volunteers in the Association, a maximum of seven members to serve as a Liaison Committee, which will be advisory in nature and purpose, for each school building. The committee shall meet with the Principal at least once a month for the duration of the school year to review and discuss local school problems and practices. To the extent possible such meetings shall be held during the school day or in after school hours in lieu of a regularly scheduled faculty meeting.
- 2. The Superintendent shall be an ex-officio member of the council and receive copies of all agendas and minutes.
- 3. The council shall serve in an advisory capacity and the Board shall seriously consider such recommendations but failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.

INSTRUCTIONAL COUNCIL

An Instructional Council shall be established in each school building composed of six members, three of whom shall be teachers selected by the teachers organization, and three members of whom shall be appointed by the Board. The Principal shall be chairman and direct the work of the council.

The Council shall meet at least once each month after school hours, or during non-instructional times, to discuss and study subjects mutually agreed upon relating to the school system.

The Council is impowered to appoint sub-committees composed of volunteers among the staff and administrators to study and report upon any mutually agreed upon subjects.

All reports of the Council or its sub-committees, including their recommendations, shall be submitted in writing to all members

Subject of study by sub-committees shall include but not be of the Council. limited to:

- 1. Discipline policy.
- 2. Evaluation of teachers.
- 3. Development of curriculum.
- 4. Evaluation of instructional material.

Upon completion of its study and report on the subjects assigned to it, each sub-committee shall be considered dissolved, and once dissolved no sub-committee shall be re-activated except by mutual consent of the members of the Council.

ARTICLE XIX SICK LEAVE

RULES AND REGULATIONS GOVERNING ABSENCES OF EMPLOYEES OF THE BOARD OF EDUCATION OF THE BOROUGH OF POINT PLEASANT

ABSENCES DUE TO PERSONAL ILLNESS

- In conformity with Chapter 142, P. L. 1942, full time employees shall be allowed ten days sick leave with full pay in any school year.
- 2. Sick leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal illness or injury, or because he or she has been excluded from school by the school doctor on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
- 3. This proposal includes all full time employees of the Board of Education.
- 4. Days allowed for illness will be accumulative making it possible for unused days of any year to be added to those already accumulated with no limit. Sick leave can be accumulated at the rate of ten days per year.
- 5. All full time employees who are absent because of prolonged, continuous illness more than the total number of cumulative days and who are employed in the district under tenure shall for a period of three months be paid the difference between their salary and the initial step of the salary guide. The absences must be for at least seven consecutive school days and require a physician's statement of evaluation. The difference in pay shall be retroactive to the beginning date of continuous absence. If the period of illness exceeds the

ARTICLE XIX 19.2

Sick Leave

three months, the decision shall be made by the Superintendent subject to the approval of the Board of Education.

- 6. When absence on sick leave exceeds five successive school days, a physician's certificate covering the period of absence shall be filed in the Superintendent's office. A doctor's certificate for absences on individual days may be requested at the discretion of the Superintendent.
- 7. Leave shall not be granted before or after holiday periods. A doctor's certificate is required for any absence before or after a holiday period. Failure to submit a doctor's certificate shall result in full loss of pay.

ABSENCE DUE TO OTHER CAUSES

The purpose of leaves of absence is to provide time for emergency needs. Leaves of absence to conduct other businesses or gainful employment and not directly related to the school program are not eligible under these policies.

1. In case of serious illness or injury of the immediate family or member of the household, no salary deduction will be made for absences not exceeding three days. These days shall not be deducted from the accumulative sick leave. Absences under this provision must be approved by the Superintendent of Schools. Definition: "immediate family" shall be understood to include: husband, wife, father, mother, child, brother, sister. "Serious illness" be defined as illness implying a sense of urgency and the immediate need of medical service.

ARTICLE XIX 19.3

Sick Leave

2. An employee may be allowed a maximum of five school days absence in any one year with full pay because of death within the immediate family. These days shall not be deducted from the accumulative sick leave. Immediate family is defined to include: husband, wife, parents, sisters, brothers, sons, daughters, in-laws (parents).

- 3. In case of death of a relative of the second degree, absence of one full day may be allowed with full pay. This day shall not be deducted from the accumulative sick leave. Definition: "second degree relative" shall be understood to include: aunt, uncle, grandparents, nephew, niece, cousin, in-laws and grandchildren.
- 4. In case of death of a person other than those listed above, the deduction of a substitute's pay will be made upon prior approval of the absence by the Superintendent.
- 5. Leave is provided for three days per school year for bonafide business of personal nature, such as requires the employee's presence during working hours and which cannot be attended to at any other time, provided however, that the Superintendent approves the leave in advance. Such approved leave shall be without reduction or loss of pay.
- 6. Leave shall not be granted before or after holiday periods. A doctor's certificate is required for any absence before or after a holiday period. Failure to submit a doctor's certificate shall result in full loss of pay.

ARTICLE XIX 19.4

Sick Leave

7. Leave for military purposes shall be in accordance with the applicable statutes. Compensation during such leave shall be the difference between the commissioned officer's pay and the teacher's compensation. Arrangement shall be made whenever possible to have such leave during other than the school year.

8. Leave in late June or early September for NDEA or other approved program shall be granted without pay and only when the time involved is five days or less.

ADDITION

Leave of absence without normal rate of pay.

A leave of absence for a period not exceeding two days, other than that defined in these policies, and receiving prior approval by the Superintendent of Schools, shall be considered leave with full deduction of pay. The Board of Education reserves the right to grant special dispensation in individual cases, which in its judgment are deserving of such.

COMPUTATION OF SALARY DEDUCTION

- 1. Any deduction for leave of absences without pay shall be made on the following basis:
 - a. Ten months employees 1/200 of the annual salary.
 - b. Twelve months employees 1/270 of the annual salary.

ANNUAL REPORT

 The Superintendent may make an annual report to the Board of Education at the end of each school year of all absences. ARTICLE XIX 19.5

Sick Leave

COMMITTEE OF REVIEW BY TEACHERS ASSOCIATION

1. All requests for personal leave, time permitting, shall be reviewed by a committee set up by the Teachers' Association prior to submission of request to the Superintendent. These requests should be submitted as far in advance as possible.

MATERNITY LEAVE OF ABSENCE

- 1. Written notification of maternity status is required no later than the fourth month of pregnancy. Maternity leave of absence shall start not later than seven months following pregnancy. Application for a maternity leave shall be made to the Board of Education not later than thirty days prior to the effective date of leave requested.
- 2. 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 of Education reserves the right to permit a teacher to return to duty earlier if the best interest of the schools is served thereby. Not eligible for salary increments during absence. Salary remains constant. In cases of interrupted pregnancy, the maternity leave of absence may be terminated by the Board of Education after a lapse of two months from such occurrence, provided the school physician certifies to the superintendent that the employee is in good health and in fit condition for service.

ARTICLE XIX 19.6

Sick Leave

3. Maternity leave shall be without salary, and granted only to personnel having tenure of office. Non-tenure employees shall terminate employment according to the time limits of paragraph one.

- 4. All teachers desiring to return to active teaching from leaves of absence on account of maternity may be asked to pass a medical examination and the certificate of health to be filed with the office.
- 5. The Board and the Principal assume no responsibility for reassigning teachers to the same classroom or the same grade.

 Tenure teachers only are assured of continuity of employment for one year from the effective date of the leave of absence.

 Non-tenure teachers are given first consideration for reemployment at the expiration of the leave of absence.

SUBSTITUTES

The practice of using a regular teacher as a substitute is undesirable and shall not be permitted. This does not prohibit the infrequent assigning of a teacher to a class or a duty because of an emergency, the sudden illness of a staff member, the pending arrival of a substitute or other good cause.

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT Tuition Grant Payment Plan

In order to improve instruction and to assist the staff to keep abreast of current methods, procedures, and research, the board of education has in effect a reimbursement plan for certain approved credits, as follows:

The board will reimburse teachers with one year of service in the system \$100 for approved courses totaling four credits.

For teachers with two years in the system, the board will pay \$150 for approved courses totaling four credits.

For teachers with three years or more in the system

the board will pay \$200 for approved courses totaling
four credits.

Payment is upon re-employment the following year. Implementation

- All courses need prior approval and requests under this plan must be submitted on the proper form.
- Courses for which there is no tuition charge on which are financed by other than the teacher's personal resources—such as NDEA or other government grants are not eligible for reimbursement.
- Course payments, as a matter of finances, must be included in the school budget. Thus courses approved and taken in one year will be reimbursed the

ARTICLE XXI

Professional Development and Educational Improvement

following September. To include the money in the budget, teachers interested in reimbursement under this plan must file Form A - NOTIFICATION OF INTENT TO ENROLL IN REIMBURSEMENT COURSES, and after completion of course, Form B - REQUEST FOR REIMBURSEMENT, accompanied with the appropriate transcript.

- Form A must be filed by November of each year. Form B must be filed by October of each year.
- Eligibility under this plan is restricted to teachers
 with a limited or permanent certificate. Credits
 required for certification are not eligible for
 reimbursement.
- Credits, eligible under this plan (a) cannot be cummulative or transferable from one year to the next, (b) are not acceptable for the in-service allotment or longevity payment, (c) must be taken within the preceding year, and (d) must be in the teacher's teaching field or assigned duties.
- It is recommended that textbooks obtained under the above plan be donated to the library for use of the professional staff.

PROTECTION OF TEACHERS

- 1. A teacher may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- 2. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

INSURANCE PROTECTION

1. Present plan of Blue Cross/Blue Shield/Rider J and major medical is in effect. The Board of Education shall assume the full cost of Blue Cross/Blue Shield/Rider J and major medical for the employee and his immediate family -- specifically wife/children.

PERSONAL AND ACADEMIC FREEDOM

- The Board of Education shall agree to follow the law with respect to the protection of individuals and the pursuit of academic freedom by teachers.
- 2. The personal life, outside study or other activities undertaken by teachers during their non-duty hours are at the discretion of the individual. Such activities should not impair the teacher's ability to perform effectively in the teaching assignment.

DEDUCTION FROM SALARY

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

 AUTHORIZATION	
TO DEDUCT ASSOCIATION MEMBERSHIP	DUES
Name	Soc. Sec. No.
School Building	District
To: Disbursing Officer	Board of Education

TIMITODIOTOTOTOTO

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly ARTICLE XXV 25.2

Deduction from Salary

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

	I designate the			
to r	eceive dues and distribute according	to the	organi-	
zation(s) indicated:				
	Association County Education Associat New Jersey Education Association National Education Association	ion		

ARTICLE XXV 25.3

Deduction from Salary

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

- 3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
- 4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.
- 5. Employees participating in the plan shall file with the Board of Education and the Mon-Oc Teachers Federal Credit Union appropriate authorization of all deductions.

26.

EXTRA CURRICULAR ACTIVITIES

- 1. Extra-curricular personnel shall be compensated as set forth in schedule "c" which is attached hereto and made a part of.
- 2. Extra-curricular services are all those for which teachers are responsible to the administration, and are inexcess of teaching and professionally related duties. Professionally related duties are covered by the contract salary such as:
 - A. Parental conferences.
 - B. Student conferences and extra help.
 - C. Consultation with pupil personnel services.
 - D. Departmental Conferences.
 - E. Student club activities held in school time.
 - F. Committee meetings, etc.
- 3. A list of all extra-curricular activities, positions and salaries planned for that year shall be posted on the bulletin boards of the faculty rooms in each building so that interested teachers may apply for any vacancies.
- 4. Extra services performed upon an irregular basis, when approved by the administration, shall be remunerated and the amount made known to the teacher prior to participation.
- 5. Teachers shall be required to attend no more than three evening programs without compensation. These shall be:
 - A. PTA Meet your teacher night.
 - B. Two others to be assigned.

MISCELLANEOUS PROVISIONS

- 1. 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.
- 2. 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.
- The Board and the Association mutually agree to adhere to the requirements of the laws concerning discrimination.
- 4. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
 - A. If by Association, to Board at Board of Education Office,
 Point Pleasant, N. J.
 - B. If by Board to Association at Point Pleasant Boro High School, Point Pleasant, N. J.

DURATION OF AGREEMENT

- 1. This Agreement shall be effective as of September 1, 1969 and shall continue in effect until June 30, 1970. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- 2. 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.

SCHEDULE A

SALARY GUIDE 1969-70

	Nurses	B.S.	B.S. + 30	M.7x.	M.A. + 30
1.	\$4500	\$6600	\$6800	\$7 250	\$7 650
2.	4800	6900	7100	7550	7 950
3.	5100	7200	7400	7 850	8250
4.	5400	7 525	7725	8225	8625
5.	5700	7850	8050	8550	8950
6.	6125	8200	8400	8900	9300
7.	6550	8550	8750	9250	9650
8.	6850	8900	9100	9600	10,000
9.	71 50	9250	9450	9950	10,350
10.	74 50	9600	9800	10,300	10,700
11.		9950	10,150	10,650	11,050
12.		10,300	10,500	11,000	11,400
13.		10,650	10,850	11,350	11,750
14.		11,000	11,200	11,700	12,100

SCHEDULE B

EXTRA-CURRICULAR SALARY GUIDE - ATHLETICS - 1969-70

	1	2	3	4	5	
FOOTBALL						
Head Coach	\$600	\$7 00	\$800	\$900	\$1150	
Varsity Asst.	400	500	600	700	850	
Junior Varsity	350	450	550	650		
Freshman	300	400	500			
BASKETBALL						
Head	500	600	7 00	800	1000	
J. V.	350	450	550	650		
Freshman	300	400	500			
SOCCER						
Head	450	550	650	75 0	900	
Soccer Asst.	350	450	550	650		
Freshman Soccer	300	400	500			
BASEBALL						
Head Coach	450	550	650	7 50	900	
J. V.	350	450	550	650		
Freshman	300	400	500			
WRESTLING						
Head Coach	400	500	600	700	850	
Asst.	350	400	450	500		
TRACK						
Head Coach	400	500	600	700	850	
Asst.	350	400	450	500		
CROSS COUNTRY						
Head Coach	350	450	550	650		
BOWLING - Boys	150	200	250	300		
BASKETBALL - Girls	200	250	300			
ATHLETIC DIRECTOR	800	900	1000	1100	1250	
EQUIPMENT MANAGER	450	550	650			
BOWLING - Girls	100	150	200		;	
GOLF	150	200	250	300	(Recommend	ec

SCHEDULE C

POINT PLEASANT BORO SCHOOLS SCHOOL CALENDAR 1969-70

SEPTEMBER	Number of Days
2 and 3 Orientation 4 School opens	19
OCTOBER	
Workshop	22
NOVEMBER	
6 and 7 - NJEA Convention 27 and 28 - Thanksgiving	16
DECEMBER	
23 - Christmas vacation begins	17
JANUARY	
5 - School re-opens	20
FEBRUARY	
23 - Washington's Birthday	19
MARCH	
27 - Easter vacation begins County Workshop	18
APRIL	
6 - School re-opens	19
MAY	
25 Memorial Day	20
JUNE	
19 - School closes	15
	185

Close out p.m. June 19 or as much longer as is necessary. Calendar provides for snow days and half-day sessions for workshops.

Adopted May 6, 1969