

**BEACH HAVEN**

**BOARD OF EDUCATION**

**2004 – 2007 (language)**  
**2004 – 2006 (salary guide)**

**SCHOOL CONTRACT**

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## PREAMBLE

This three-year Agreement, entered into this 1st day of September 2004, is by and between the **Board of Education of Beach Haven** in the Borough of Beach Haven, New Jersey (hereinafter called the "**Board**") and the **Beach Haven Education Association**, an affiliate of the New Jersey Education Association and the National Education Association (hereinafter called the "**Association**").

### WITNESSETH:

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:

## ARTICLE I

### RECOGNITION

#### A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiation concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, on a per diem basis, employed by the Board, or to be employed by the Board but excluding:

- 1, Superintendent/Principal
2. Secretaries
- 3, Custodians
4. Bus Drivers

5. Child Study Team

6. School Aides

**B. DEFINITION OF TEACHER**

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

**ARTICLE II**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

**A. DEADLINE DATE**

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

**B. MODIFICATION**

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

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**A. DEFINITION**

1. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application or violation of the negotiated agreement, policies or administrative decisions affecting the terms and conditions of employment.

## 2. Aggrieved Person

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

## 3. Party in Interest

A "party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

# B. PURPOSE

The purpose of a grievance procedure is to resolve differences concerning the rights of the parties regarding the terms and conditions of employment of the employees covered by the contract.

# 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 time limits specified may, however, be extended by mutual agreement.

## 2. 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, and 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 practicable.

### 3. Level One - Informal

Any grievant who has a grievance shall discuss it first with his Superintendent/Principal in an attempt to resolve the matter informally at that level. This discussion must be held within eight (8) school days of the date the alleged violation occurred.

### 4. Level Two – Superintendent/Principal

If, as a result of this discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, the grievant may set forth the complaint in writing to the Superintendent/Principal who shall hold a hearing within five (5) school days after his receipt of the complaint. The grievant may request representation by the Association at this meeting. Following this meeting, the Superintendent/Principal shall communicate his decision to the grievant in writing within five (5) school days.

### 5. Level Three - Board of Education

If the grievance is not satisfied with the disposition at Level Two, or if no decision has been rendered within five (5) school days after the meeting at Level Two, the employee may request a review by the Board of Education.

The request for review shall be submitted in writing by the Association, which shall attach all related papers and shall forward the request to the Board of Education. The Board of Education shall review within fifteen (15) school days of receipt of request, (or review and hold a hearing if requested), and render a decision no later than the next regular board meeting, provided that the board has had fifteen (15) school days to review the request, but within a period not to exceed twenty (20) school days from the receipt of the request for review of the grievance. At any meeting with the Board the employee shall be entitled to have representation from the Association.

### 6. Level Four - Arbitration

(a) If the grievant is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within twenty (20) school days after the receipt of the request for review of the grievance or after the aforementioned

board meeting review, the grievant may request in writing to the Association that the Association submit his grievance to arbitration within fifteen (15) school days after receipt of a request by the grievant.

(b) Within fifteen (15) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree on a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, the Association may make a request for a list of arbitrators to the American Arbitration Association, PERC. The parties shall then be bound by the rules and procedures of the American Arbitration Association or PERC.

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

The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and cost of the hearing room shall be borne by the loser of the arbitrator's decision. Any other expenses incurred, shall be paid by the party incurring those same expenses.

#### D. Rights of Teachers to Representation

##### 1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by representative(s) selected or approved by the Association. When the Association does not represent a teacher, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.



## 2. Reprisals

No reprisals of any kind shall be taken by the Board or by the Superintendent/Principal against any party in interest, any representative, or any members of the Association, or any other participant in the grievance procedure by reason of such participation.

## E. Miscellaneous

### 1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or calls of teachers, the Association may submit such grievance in writing to the Board of Education directly and the processing of such grievance shall be commenced at Level Three. 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 reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

### 3. Separate Grievance File

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

### 4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent/Principal and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

## 5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this ARTICLE.

## **ARTICLE IV**

### **TEACHER RIGHTS**

#### A. Rights and Protection in Representation

Pursuant to the Chapter 123, Public Laws 1974, except as hereinafter provided, public employees shall have and shall be protected in the exercise of the right, freely and without fear of reprisal, to form, join and assist any employee organization, or to refrain from any such activity.

#### B. Statutory Savings Clause

Alleged violations of statutes and regulations may be appealed before the Public Employment Relations Commission, the State Commissioner of Education, the State Board of Education, or other appropriate legal forums, and shall not be arbitral under Article III of this agreement.

#### C. Just Cause Provision

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

#### D. Required Meetings or Hearings

Whenever any teacher is required to appear before Superintendent/Principal, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the 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 representation of the Association present to advise him and represent him during such meeting or interview.

#### E. Evaluation of Students

The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Beach Haven School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. The Superintendent/Principal has the right to change grades; but if so doing, will provide a written, signed, and dated statement that declares why such a change was necessary, if requested by the teacher(s) involved.

#### F. Criticism of Teachers

Any question or criticism by the Superintendent/Principal or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

#### G. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

### **ARTICLE V** **ASSOCIATION RIGHTS AND PRIVILEGES**

#### A. Information

The Board agrees to furnish to the Association, in response to a reasonable written request as determined by the Board of Education of Beach Haven from time to time, all available information concerning the educational program and the financial resources of the district, including but not limited to: class size, number of specialists, annual financial reports

and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premiums and experience figures, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

#### **B. Release Time for Meetings**

Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences, or meetings, as requested by the Beach Haven Board of Education, he shall suffer no loss in pay.

#### **C. Use of School Buildings**

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings with approval of the Superintendent/Principal and the Board of Education. The Superintendent/Principal of the building in question shall be notified in advance of the time and place of all such meetings.

#### **D. Use of School Equipment**

The Association shall have the right to use school facilities and equipment including typewriters, the Association president's classroom computer, copy machines, telephones, fax machines, and all types of audio visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association president or officers should make requests for use of the fax machines or telephones to the Board secretary. Any use of equipment outside the building must be with advanced approval of the Superintendent/Principal.

#### **E. Bulletin Boards**

The Association shall have in the school building the use of a bulletin board in the faculty lounge. Copies of all materials to be posted on the bulletin board shall not be approved.

F. Mail Facilities and Mail Boxes

The Association shall have the right to use school mailboxes as it deems necessary and without the approval of the Superintendent/Principal. The information placed into the mailboxes will be concealed either in a sealed envelope or by a stapled closed paper.

G. 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.

**ARTICLE VI**  
**TEACHER WORK YEAR**

A. The Association may be consulted before the submission of the annual school calendar of the Board.

B. The teacher-pupil work year shall be 181 days. An additional four (4) days will be added for the teacher work year.

These days will be used for:

1. Orientation for staff.
2. Professional days
3. End of school year closing

C. Early Dismissal Days will be scheduled each year for Parent/Teacher Conferences, Field Day, and the Last Day of School

D. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

**ARTICLE VII**  
**TEACHING HOURS AND TEACHING LOAD**

**A. Teacher Day**

**1. Length of the Day**

The total in-school workday shall consist of not more than seven (7) hours, which shall include a duty-free lunch period.

**2. Arrival and Dismissal Times**

Teachers shall report for duty by 8:00 A.M. and shall indicate their presence by initialing the appropriate column of the faculty roster. Teachers shall check out at 3:00 P.M. by initialing the same roster. The teachers shall check out 10 minutes after children's dismissal on early dismissal days. In-service days do not apply.

3. Teachers shall not be required to be present when these specialist teachers (Art, Vocal Music, Library, and Physical Education) are working with their pupils. This time is to be considered preparation and/or conference time by the teacher so relieved.

**B. Lunch Periods**

1. Teachers shall have a duty-free lunch period of at least 30 minutes excluding school days consisting of four (4) hour sessions.

**C. Leaving Building**

1. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period but shall inform the Superintendent/Principal.

**D. Meetings**

**1. Prior to Holidays and Weekends**

Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or any day immediately preceding any holiday or other day upon which teacher attendance is not required at school, except in emergency situations.

## 2. Notice and Agenda

The notice of an agenda for any meeting shall be given to the teachers involved at least one (1) day prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

## 3. Evening Meetings

Teachers may be required to attend no more than six evening meetings each school year without additional compensation.

These shall include the following:

1. Back to School
2. Christmas Concert
3. Spring Concert
4. Gym Show
5. Parent- Teacher Conferences (2)
6. Art Show

## E. Preparation Time

1. Classroom teachers shall, in addition to their lunch period, have daily preparation time or conference time during special area instruction.

2. All teachers shall be given at least one (1) preparation period per day.
3. All full-time teachers shall be given at least six (6) preparation periods per week.
4. These preparation periods shall be at least forty (40) minutes in length, except on shortened school days.

**ARTICLE VIII**  
**SALARIES and OTHER COMPENSATIONS**

**A. Salary Schedule**

The salary of each teacher covered by this Agreement is set forth in Schedule "A" or "Salary Guide", which is attached hereto and made a part hereof.

**B. Special Assigned Work, Home Schooling, and Travel Compensation**

1. Compensation for any special school-wide work (including but not limited to curriculum, projects, and committee work) that require work to be done outside the normal teacher workday hours and which has been assigned by the Superintendent/Principal and approved by the School Board is set forth in this Agreement's attached Schedule B.
2. Compensation for providing Home Schooling for Beach Haven School students as requested by the Superintendent/Principal and Board is set forth in this Agreement's attached Schedule B.
3. Compensation for travel related to Superintendent/Principal and/or Board request(s) or assignment(s), and which is not reimbursed through other means, is set forth in this Agreement's attached Schedule B.
4. A teacher must submit a voucher which states the amount owed and what it is for to the Beach Haven School Business Administrator or Board Secretary in order to receive compensation for the above mentioned items in Article VIII, B. After the voucher has been submitted and approved by the Board, it shall be paid to the teacher before the next Board meeting.



### C. Procedure for Withholding Increments

Regular salary guide increments excluding adjustment 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 IV, Section C.
2. That the procedures be adhered to as outlined in ARTICLE XIII, "Teacher Evaluation".
3. The Superintendent/Principal shall not forward any recommendation to withhold a teacher's increment or a part thereof to the Board unless:
  - a) The recommendation occurs at least ninety (90) calendar days prior to such withholding, and in no case later than May 15 of the preceding school year in which such action would take effect;
  - b) The Superintendent/Principal has given to the teacher against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendation which specifies the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same.
4. Once a recommendation is forwarded to the teacher and the Board, the teacher may within ten (10) school days file a grievance commencing at the Superintendent/Principal level (Level Two). No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth heretofore in ARTICLE III of this agreement.
5. Any action by the Board to withhold an increment of 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 retrograde.
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 again, in which case the increment or increments previously withheld or any additional increments which may be due be withheld in whole, or in part.

### D. Method of Payment

#### 1. Ten (10) Month

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

2. Exceptions

When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day. "

3. Final Pay

Each teacher shall receive his final pay and the pay schedule for the following year by the last day in June.

**ARTICLE IX**  
**TEACHER ASSIGNMENT**

A. Notification

1. Date for Presently Employed Teachers

All teachers shall be given written notice of their salary schedules, class and/or subject assignments (building assignments), and room assignments for the forth-coming year not later than May 15 to the degree possible. A list of said schedules and assignments shall be simultaneously sent to the Association. In the event a teacher's assignment needs to be changed, the teacher shall be informed in writing and shall be given an opportunity to discuss the change with his Superintendent/Principal.

**ARTICLE X**  
**VOLUNTARY TRANSFERS AND REASSIGNMENTS**

A. Notification of Vacancies

1. Date

No later than May 15 of each school year, the Superintendent/Principal shall deliver to the Association and post in all school buildings a list of the known vacancies, which shall occur during the following school year.

## 2. Filing Requests

Teachers who desire a change in grade may file a written statement of such desire with the Superintendent/Principal.

# **ARTICLE XI**

## **TEACHER EMPLOYMENT**

### A. Certification

#### 1. Standard Certificates

The Board agrees to hire only fully "certificated" teachers holding appropriate certificates issued by the New Jersey State Board of Examiners for every teaching assignment.

### B. Placement of Salary Schedule

#### 1. Adjustment of Salary Schedule

Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the school year in accordance with paragraph B-2 below. Any teacher employed September 1 through February 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.

#### 2. Credit for Experience

Credit on the Teacher Salary Schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of this Agreement's Schedule A. Additional credit for military experience may be given.

### C. Returning to the District

A teacher with previous teaching experience in the Beach Haven School District shall return to the next step up from the previously held step in that district's school system as set forth in section B above.

**D. Notification of Contract and Salary**

Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15 or according to NJ Statute.

**ARTICLE XII**

**PROMOTIONS**

The Superintendent/Principal shall adequately publicize all vacancies in promotional positions (those that pay a salary differential and/or include but are not limited to administrative positions, classroom teachers, specialists and/or special projects teachers, pupil personnel workers, and positions in programs funded by the federal government).

1. When school is in session, a notice shall be posted in each school as far in advance as practical, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting.
2. The qualifications for the position and its duties shall be clearly set forth.
3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent/Principal within the time limit specified in his notice, and the Superintendent/Principal shall acknowledge in writing the receipt of all such applications. Application shall be kept on file in the Superintendent/Principal's office for continual consideration for future vacancies.
4. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent/Principal, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent/Principal shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable. In addition, the Superintendent/Principal shall post a list of promotional positions to be filled during the summer period at the administrative office in each school.

5. All qualified teachers shall be given adequate opportunity to make application, and no position shall be filled until all properly submitted applications have been considered.

**ARTICLE XIII**  
**TEACHER EVALUATION**

A. Evaluation Procedure

1. Reports

Evaluation reports shall be presented to each teacher by his Superintendent/Principal in accordance with the following procedures:

- a. Such reports shall be issued in the name of the Superintendent/Principal based on a compilation of reports and observations by the Superintendent/Principal.
- b. Such reports shall be addressed to the teacher.
- c. Such reports shall be written in narrative form and shall include, when pertinent:
  - (1) Strengths of the teacher as evidenced during the period since the previous report.
  - (2) Weaknesses of the teacher as evidenced during the period since the previous report.
  - (3) Specific suggestions as to measures that the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
  - (4) That a conference shall be held with the Superintendent/Principal after the observation within 15 days of that observation.

2. Frequency

- a. Teachers shall be observed through classroom visitation at least two (2) 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

Superintendent/Principal for the purpose of identifying any deficiencies, extending assistance for their correction, and improving instruction. Each observation shall consist of at least a complete lesson in the elementary school.

b. Classroom visitations/observations shall not occur on the same day, nor shall any observation occur prior to the previous evaluation conference.

### 3. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

## B. Personnel Records

### 1. File

A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. A teacher shall be entitled to have representatives of the Association accompany him during such review.

### 2. Derogatory Material

No material derogatory to a teacher's conduct, service, or character shall be placed in his personnel file unless the 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 by the Superintendent/Principal 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 teacher's inspection.

## **ARTICLE XIV** **COMPLAINT PROCEDURE**

### A. Procedural Requirement

Any complaints regarding a teacher made to the Superintendent/Principal by any parent, student, or other person which influences or may influence the evaluation of a teacher shall be processed according to the procedure outlined below.

### B. Meeting with Superintendent/Principal

The Superintendent/Principal shall meet with the teacher to apprise the teacher of the full nature of the complaint, and they shall attempt to resolve the matter informally.

### C. Right to Representation

The teacher 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 teacher 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 Two (2).

#### Step 2

Any complaint unresolved under Step One (1) at the request of the teacher or the complainant shall be reviewed by the Superintendent/Principal in an attempt to resolve the matter to the satisfaction of all parties concerned.

#### Step 3

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

#### Step 4

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

#### Step 5

After receipt of the findings and recommendations of the Superintendent/Principal, 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/Principal should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

#### Step 6

Any complaint unresolved under Step Five (5) may be submitted by the teacher to the grievance procedure as set forth in ARTICLE III of this Agreement and shall commence at Level Four (4).

## **ARTICLE XV** **FAIR DISMISSAL PROCEDURE**

### A. Notification of Status

#### 1. Reasons

Any nontenured teacher who receives a notice of non-employment may, up to fifteen (15) days thereafter, request a written statement of reasons for such non-employment from the Superintendent/Principal. Said statement shall be given to the teacher in writing up to fifteen (15) days after receipt of such request.

#### 2. Hearing

Any nontenured teacher who has received such notice of non-employment and statement of reasons shall be entitled to an informal hearing before the Board, provided a written request for such informal hearing is received in the office of the Secretary of the Board within ten (10) days after receipt by the teacher of the statement of reasons.



### 3. Board Determination

The Board shall issue its written determination as to the employment or non-employment of said nontenured teacher for the next succeeding school year within three (3) days after the completion of the hearing.

### 4. Appeal to Grievance Procedure

If the teacher disagrees with the determination of the Board, he may submit the dispute through the grievance procedure as set forth in ARTICLE III of this Agreement.

## **ARTICLE XVI** **TEACHER FACILITIES**

### A. Listing of Facilities

1. Space for each teacher within each instructional area in which he teaches to store his instructional materials and supplies.
2. An air-conditioned teacher work area containing adequate supplies to aid in the preparation of instructional materials.
3. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher.
4. Well-lighted and clean teacher rest rooms, and separate from the students' rest rooms.
5. A separate, private dining area for the use of the teachers.

## **ARTICLE XVII** **SICK LEAVE**

### A. Accumulative

As of September 1, 2004, all teachers employed shall be entitled to ten (10) sick leave days each school year.

### B. Notification of Accumulated Sick Days

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

### C. Payment of Unused Sick Days

The payment of the number of accumulated, unused sick days upon retirement or leaving the district shall be as is outlined below, as long as the teacher has a minimum of five (5) years in the district.

1) Change maximum cap to:

125 days for the 2004 - 2005 contract year

125 days for the 2005 - 2006 contract year

125 days for the 2006 - 2007 contract year

2) Change reimbursement amount for twenty (20) years and over to:

\$ 45 for the 2004 - 2005 contract year

\$ 45 for the 2005 - 2006 contract year

\$ 45 for the 2006 - 2007 contract year

3) Ten (10) to nineteen (19) years shall receive eighty percent (80%) of the above amounts.

4) Five (5) to nine (9) years shall receive fifty percent (50%) of the above amounts.

## **ARTICLE XVIII**

### **TEMPORARY LEAVE OF ABSENCE**

#### A. Types of Leave

At the beginning of the 2004 - 2005 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1 a). Personal

Each teacher shall be allowed up to three (3) days leave of absence for personal, legal, business, household or family

matters which require absence during school hours. Request to the teacher's Superintendent/Principal 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.

1 b). Unused Personal Days

Unused personal days shall be paid to each teacher at one half (1/2) the current substitute pay at the end of each school year, which is June 30th.

2. School Visitation

Each teacher shall be allowed up to one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

3. Legal

Each teacher shall be allowed time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system where the teacher is the defendant.

4. Death

The number of school days (not to exceed five) shall be allowed to each teacher without loss of pay in the event of death in the immediate family. The term "immediate family" shall be understood to include only the following: father, grandfather, mother, grandmother, father-in-law, mother-in-law, husband, wife, child, brother, sister, or anyone with whom a teacher is domiciled. An allowance not to exceed three (3) days shall be allowed without loss of pay in the case of the death of a relative not heretofore mentioned.

5. Good Cause

Other leaves of absence with pay may be granted at the discretion and approval of the Board of Education.

B. In Addition to Sick Leave

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

### C. Perfect Attendance

Any teacher who has perfect attendance during a school year will receive a perfect attendance bonus of \$200.00 for that year which will be paid by June 30 of that year. Personal days used for religious reasons shall not be counted against perfect attendance.

## **ARTICLE XIX**

### **MISCELLANEOUS LEAVE OF ABSENCE**

#### A. International and Federal Programs

A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

#### B. Maternity and Child Rearing

##### 1. Natural Birth

The Board shall grant maternity leave without pay to any teacher upon request. Maternity leave shall commence and terminate on the dates requested by the teacher subject to the following stipulations and limitations:

- a. Disability maternity leave may only commence from 35 calendar days prior to the expected birth date (or at the physician's recommendation) to 35 calendar days after the actual birth date (or according to the physician's recommendation).
- b. Any teacher granted disability maternity leave, as described in Section B-1 (a) above, may at her discretion elect to use all or any part of her accumulated sick leave during the period of such absence and receive full pay benefits for the same.

- c. No teacher shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.
  - d. The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician which states that she is medically able to continue teaching.
2. Any teacher who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so according to her physician and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability, and she will be entitled to her annual and accumulated sick leave with pay and benefits during the period of absence.

#### C. Adoption

1. The Board shall grant adoption leave without pay to any teacher upon request.
2. Adoption leave shall commence upon him/her receiving de facto custody of the involved child(ren), or earlier if necessary, in order to fulfill the requirements for the adoption.
3. Adoption leave shall terminate on the date requested by the teacher with Board approval.

#### D. Paternity

The Board shall grant paternity leave without pay to any teacher upon request. Paternity leave shall commence and terminate on the dates requested by the teacher with Board approval.

#### E. Good Cause

Other leaves of absence without pay may be granted at the discretion and approval of the Board of Education for good reason,.

## F. Return from Leave

### 1. Salary

Upon return from leave granted pursuant to this Article, a teacher shall be placed on the salary schedule at the level he or she left. If the teacher worked more than one half (1/2) year or up to February 1 of that year when his or her leave of absence started, the teacher shall advance to the next step on the guide.

### 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.

### 3. Restored Position

- a) Any teacher who returns from a granted leave of absence shall be restored to a position directly in line with his previous district experience and certification; and
- b) 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.

## G. Extensions and Renewals

All extensions or renewals of leaves shall be applied for by the teacher and responded to in writing by the Superintendent/Principal or the Board of Education.

## **ARTICLE XX** **SABBATICAL LEAVE**

The Beach Haven Board of Education will grant sabbatical leave in accordance with the following:

1. A teacher must have seven (7) consecutive years in teaching in the Beach Haven Elementary School.
2. Fifty per cent (50%) of salary to be granted for a half (1/2) school year or a whole school year while on

sabbatical leave, plus the maintenance of all fringe benefits.

3. To be granted for educational graduate work as a full-time graduate student.
4. Sabbatical leave will not be automatic. It may be granted upon the recommendation of the Superintendent/Principal and approval of the School Board.
5. One (1) teacher per year may be granted sabbatical leave.
6. Cost for graduate credit work will be paid by the Board in accordance with School Board Policy.
7. Request for sabbatical leave shall be made by December 1 of the preceding year.
8. The teacher granted sabbatical leave shall return to work at the Beach Haven Elementary School for at least two (2) consecutive years, or the monies paid while on leave shall be owed or returned to the Board.

**ARTICLE XXI**  
**PROFESSIONAL DEVELOPMENT AND EDUCATION**

**A. Purpose**

In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in a way that best serve his own problems, functions, interests, and needs related to public school education.

**B. Tuition Reimbursement**

The Board agrees that tuition reimbursement shall be a maximum of:

- 1) \$1,050 per person, per year, effective for the 2004 – 2005 contract year;

- 2) \$1,050 per person, per year, effective for the 2005 – 2006 contract year; and
- 3) \$1,050 per person, per year, effective for the 2006 – 2007 contract year.

### C. Convention Reimbursement

Teachers shall be reimbursed \$25.00 per year for materials bought while at the NJEA Convention.

## **ARTICLE XXII** **SUPERVISION OF STUDENT TEACHERS**

### A. Mutual Responsibility

There is a continuing need for the recruitment of able teacher candidates and for the improvement of their preparation. Teachers enlisted to teach in any situation must be provided an education based on the best academic preparations with numerous planned and classroom activities with which teachers must function effectively. Through the cooperation of the Beach Haven School District and the Association, the student teacher is provided with the setting to apply the professional knowledge and skills, theories, and philosophies which have been developed through college courses and related experiences. The Board and the Association accept the joint responsibility to prepare teachers and to provide student teachers with direct field experiences in the Beach Haven School District that are relevant to the teaching act.

### B. Procedures

The following procedures shall govern the supervision of student teachers:

#### 1. Released Time

Each cooperating teacher shall be provided with released time and pay for attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university.



## 2. No Additional Assignments

A cooperating teacher shall not involuntarily be given additional assignments outside of his regular responsibilities during the period he is supervising a student teacher.

## 3. Materials and Supplies

Upon request, a cooperating teacher shall be provided with a duplicate copy of all instructional materials and teacher manuals for use by the student teacher assigned.

## 4. Information for Cooperating Teachers

The Superintendent/Principal shall arrange for each cooperating teacher to be provided in writing with the following in accordance with college procedures. Specific information about:

- a. The date the student will begin the assignment,
- b. When he will complete the assignment,
- c. And holidays or special events, which affect the student teacher's attendance.

## **ARTICLE XXIII**

### **PROTECTION OF TEACHERS. STUDENTS AND PROPERTY**

#### A. Unsafe and Hazardous Conditions

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well being, as so deemed by the Superintendent/Principal and the Board of Education and the State of New Jersey.

#### B. Reasonable Force

As specified in 18 A: 6-1, a teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary: For example in order to quell a disturbance threatening physical injury to others; to obtain

possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons and property.

C. Assault and Injury

1. Legal Assistance

The Board shall give full support including legal and other assistance for any assault upon a teacher while acting in the discharge of his duties, pending advice of Board attorney provided such injury or legal proceeding was not determined to be the fault of the teacher.

2. Leave

When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence and shall not forfeit any sick leave or personal leave provided such injury or legal proceeding was not determined to be the fault of the teacher.

3. Medical

The Board shall reimburse a teacher for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his employment provided such injury or legal proceeding was not determined to be the fault of the teacher.

4. Worker's Compensation

Benefits derived under this Agreement or subsequent Agreements shall continue beyond the period of any Worker's Compensation until the complete recovery of any teacher when absence arises out of or from assault or injury not determined to be the fault of the teacher.

D. Reporting Assaults and Injury

1. Superintendent/Principal

Teachers shall immediately report cases of assault or injury suffered by them in connection with their employment to their Superintendent/Principal.

**ARTICLE XXIV**  
**DEDUCTION FROM SALARY**

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers dues for the Beach Haven Teachers' Association, the Ocean County Education Association, the New Jersey Education Association or the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14 -15.9e) and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Beach Haven Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate association or associations.
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. Any teacher will give at least 60 days notice for any change in association status.

B. Tax Deferred Savings Plan Deductions : The Board agrees to deduct before taxes individual teacher designated money amounts from any teacher's salary who wishes to invest money in either or both a 403B and/or a 457 Taxed Deferred Savings Plan. The designated money amount(s) will be deposited into the prescribed savings plan(s) as soon as possible once they have been deducted from the teacher's paycheck. The teacher will give at least 60 days notice if there are any changes to be made.

C. Disability Insurance Plan Deductions: The Board agrees to deduct money for the payment of disability insurance from the salary of any teacher who wishes to enroll in such a plan and deposit it with the insurance provider. The teacher will give at least 60 days notice if there are any changes to be made.

D. Representation Fee:

1. Members of the bargaining unit who do not choose to join the Association shall have a representation fee equal to 85% of the Association dues deducted from their pay and forwarded to the treasurer of the Association.
2. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.
3. The Association agrees to establish a demand and return system in accordance with Chapter 477, Public Law 1979.

**ARTICLE XXV**  
**MISCELLANEOUS PROVISIONS**

A. 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. Board Policy

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

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 applications 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. Compliance Between Individual Contract and Master Agreement

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, during its duration, this Agreement shall be controlling.

E. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board and the Association, to be shared equally, after agreement with the Association on format and within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed or hereafter employed.

F. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provision(s) of this Agreement, either party shall do so by written correspondence within fifteen (15) working days at the following addresses:

1. If by Association to the Board - Beach Haven School, 700 Beach Avenue, Beach Haven, NJ 08008.
2. If by Board to Association - Beach Haven School, 700 Beach Avenue, Beach Haven, NJ 08008.

**ARTICLE XXVI**  
**HEALTH BENEFITS**

The Board of Education pays full New Jersey State Health Benefits Plan Blue Cross and Blue Shield in full for covered employees, spouse and family. In addition, the Board pays in full for Delta Dental Plan of New Jersey single coverage for covered employees only, and also pays in full for single coverage for covered employees in Vision Service Plan C.

**ARTICLE XXVII**  
**MANAGEMENT RIGHTS CLAUSE**

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations:

- (a) to direct employees of the school district;
- (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees;
- (c) to relieve employees from duty because of lack of work or for other legitimate reasons;
- (d) to maintain efficiency of the school district operations entrusted to them;
- (e) to determine the methods, means and personnel by which such operations are to be conducted; and
- (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

**ARTICLE XXVIII**

**DURATION OF AGREEMENT**

The duration of this Agreement between the Beach Haven Board of Education and the Beach Haven Education Association will be from September 1, 2004 to August 31, 2007, except that the salary guides for the 2005 through 2007 still need to be negotiated.

**Beach Haven Board of Education**

**Beach Haven Education Association**

\_\_\_\_\_ Date

\_\_\_\_\_ Date

President

President

\_\_\_\_\_ Date

\_\_\_\_\_ Date

Secretary

Secretary

**SCHEDULE B**

1. Compensation for Special Work as described in Article VIII, B – 1 for the term of this Agreement, 2004 – 2005, is \$30 per hour.
  
4. Compensation for Home Schooling as described in Article VIII, B – 2 for the term of this Agreement, 2005 – 2006, is \$30 per hour.
  
5. Compensation for Travel as described in Article VIII, B – 3 for the term of this Agreement, 2006 – 2007, is \$0.30 per mile.

**Beach Haven School Salary Guide for 2004 - 2005**

<b><u>2003 - 2004</u></b>			<b><u>2004 - 2005</u></b>	
Steps	BA Salaries	\$ Increase	Steps	Salary
			1	\$33,453
1	\$31,805	\$2,148	2	\$33,953
2	\$32,305	\$2,148	3	\$34,453
3	\$32,833	\$2,148	4	\$34,981
4	\$33,401	\$2,148	5	\$35,549
5	\$34,366	\$2,148	6	\$36,514
6	\$35,359	\$2,148	7	\$37,507
7	\$36,385	\$2,148	8	\$38,533
8	\$37,325	\$2,148	9	\$39,473
9	\$38,313	\$2,148	10	\$40,461
10	\$39,369	\$2,148	11	\$41,517
11	\$40,405	\$2,148	12	\$42,553
12	\$41,956	\$2,148	13	\$44,104
13	\$43,502	\$2,148	14	\$45,650
14	\$45,356	\$2,148	15	\$47,504
15	\$47,162	\$2,148	Off Guide 3	\$49,310



Off Guide 2	\$50,701	\$2,148
Off Guide 1	\$59,766	\$2,148

Off Guide 2	\$52,849
Off Guide 1	\$61,914

**Advanced Degrees 2004 - 2005**

Degree	\$ Amount
BA+10	\$294
BA+20	\$587
BA+30	\$939
MA	\$2,246
MA+10	\$2,716
MA+20	\$3,150
MA+30	\$3,585

**Beach Haven School Salary Guide for 2005  
- 2006**

**2004 - 2005**

**2005 - 2006**

Steps	BA Salaries	% Increase	Steps	Sum(BA*%)	Adjustment	Salary
			1	\$34,271	\$200	\$34,471
1	\$33,453	104%	2	\$34,791	\$200	\$34,991
2	\$33,953	104%	3	\$35,311	\$200	\$35,511
3	\$34,453	104%	4	\$35,831	\$100	\$35,931
4	\$34,981	104%	5	\$36,380	\$100	\$36,480
5	\$35,549	104%	6	\$36,971	\$50	\$37,021
6	\$36,514	104%	7	\$37,975	\$50	\$38,025
7	\$37,507	104%	8	\$39,007	\$50	\$39,057
8	\$38,533	104%	9	\$40,074	\$40	\$40,114
9	\$39,473	104%	10	\$41,052	\$0	\$41,052
10	\$40,461	104%	11	\$42,079	\$0	\$42,079
11	\$41,517	104%	12	\$43,178	\$0	\$43,178
12	\$42,553	104%	13	\$44,255	\$0	\$44,255
13	\$44,104	104%	14	\$45,868	\$0	\$45,868
14	\$45,650	104%	15	\$47,476	\$0	\$47,476
15	\$47,504	104%				
Off Guide 3	\$49,310	104%	Off Guide 3	\$51,282	-\$100	\$51,182
Off Guide 2	\$52,849	104%	Off Guide 2	\$54,963	-\$100	\$54,863
Off Guide 1	\$61,914	104%	Off Guide 1	\$64,391	-\$200	\$64,191

**Advanced Degrees 2005 - 2006**

Degree	\$ Amount
BA+10	\$294
BA+20	\$587

BA+30	\$939
MA	\$2,246
MA+10	\$2,716
MA+20	\$3,150
MA+30	\$3,585