

PREAMBLE

7/1/77 - 6/30/80

This agreement entered into this 22nd day of August, 1977 by and between the Board of Education of the Egg Harbor City School District, in the County of Atlantic, New Jersey, hereinafter called the "Board", and the Egg Harbor Teachers' Association, hereinafter called the "Association".

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all full-time teachers employed by the Board, whether under contract or on leave, including:

Classroom teachers, librarian, and nurses and Learning Disabilities Specialist, but excluding:

Superintendent, Secretary to Superintendent, Principal, Secretary to Principal, Secretary to Board of Education and Custodial personnel.

B. Unless otherwise indicated, the term "teachers" when used hereinafter in the 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.

PREFACE

The rise in importance on the relationship between a Board of Education and the teachers of any given school system, is one of the most important by-products that has grown out of the emphasis on education in the last few years.

As teachers, we recognize the Board as a sincere, hard working group of individuals, who without pay, give of their time, abilities and patience to provide the community with an educational system that will give each child the basic means to meet and cope with the challenges of today's society.

In order to do this, the Board of Education and the teachers must have a good working relationship.

We believe that good relations avoid confusion and misunderstanding.

We believe that good relations stimulate faith.

It would take a modern Diogenes to find the ideal relationship, but the Egg Harbor Teacher's Association would like the Board of Education to consider and approve our declaration of ideas as something positive and constructive with which to begin.

ARTICLE II - NEGOTIATING PROCEDURE

A. Negotiations shall commence in accordance with the rules and regulations established by P.E.R.C..

B. Representatives of the Board and the Association shall begin negotiations prior to or during the first week of November. During the interim period between the date of submission of requests and the date of commencing of negotiations by the representatives, Association representatives shall meet as requested for the purpose of clarification of matters affecting the educational process together with the Superintendent and Board representatives. Other appropriate personnel may be involved at the request of the Superintendent.

C. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association upon reasonable request, all information which is in the public domain.

D. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.

E. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. All changes in existing benefits shall first be negotiated with the Association. Benefits are herein defined as those substantive matters which are mutually understood for at least three (3) years.

Negotiating Procedure

F. The Board agrees not to negotiate concerning said employees in the negotiation unit as defined in ARTICLE 1.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

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

2. Aggrieved person

An "Aggrieved person" is the person or persons 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 this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. 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, could result in irreparable harm to a party in interest the time limits set forth

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Grievance Procedure

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 - Principal or immediate superior

A teacher with a grievance must file, in writing, within twenty (20) school days of the event. This is not to preclude a teacher with a grievance from first discussing it with his principal or immediate superior with the objective of resolving the matter informally.

4. Level Two - Superintendent

If the aggrieved is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days, he may file the grievance in writing with the Superintendent within (10) ten school days. The Superintendent will have ten (10) school days after receipt of such grievance in which to respond.

5. Level Three - Board of Education

If the Association or Individual is not in agreement with the Superintendent it shall be recommended that the grievance be heard by the Board of Education. A written copy of the grievance will be presented to the Board of Education within five (5) school days. The Board of Education shall hear the grievance within ten (10) school days.

6. Level Four - Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education, it may, within five (5) school days after a decision by the Board of Education or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain such 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, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules

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and procedure of the American Arbitration Association in the selection of an Arbitrator.

(c) The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(d) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the Arbitrator selected in accordance with the provisions of Section C.5. of this Article

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

7. Provided none of the terms of this Agreement have been violated, the following shall not be arbitrable:

(a) Termination of services or failure to offer subsequent appointment to a nontenure teacher (except for failure to evaluate as specified in Article VI herein).

(b) Appointment to, or lack of appointment to; retention in, or lack of retention in; any position for which tenure is not possible or not required.

(c) Any matter other than those covered in this Agreement which is covered by statute or by any law or regulation, having the force and effect of law, including any matter subject to the procedures specified in N.J. Statutes Title 18A.

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 a representative selected or approved by the Association.

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Grievance Procedure

When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

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

E. Miscellaneous

1. Group grievance

If, in the judgement of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two.

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. Decision rendered at Level Three shall be in accordance with the procedures set forth in Section C, paragraph 5 (c) of the ARTICLE.

3. Separate grievance file

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file 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 and the Association and give appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meeting 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. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity.

B. Nothing contained herein shall be construed to deny or restrict any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

C. The Association shall have in each school building, the exclusive use of a portion of the bulletin board in each faculty lounge.

D. The rights and privileges of the Association and its representatives as set forth in this agreement shall be of the teachers, and to no other organizations.

E. Teachers shall be informed in writing of accumulated sick days. This shall be done at the beginning of each school year. A master list shall be made by the Secretary of the Board of Education and shall be turned over to the Secretary of the Teachers' Association for distribution to members of the Association.

ARTICLE V - TEACHING HOURS AND TEACHING LOAD

A. Classroom teachers, in addition to their lunch period, shall have two hundred (200) minutes per week of preparation time, where practical. If such preparation time is denied, then the teacher shall be compensated pro rata at the rate paid to per diem substitutes.

B. The in-school day shall be six (6) hours and forty-five (45) minutes.

C. The dismissal time on the final school day before Thanksgiving and Christmas shall be 12:20 PM.

D. Except for financial reasons, physical plant limitations, and unusual or emergency circumstances, class size within the normal classroom situation will be limited to twenty five (25) students.

E. The Board will secure substitute teachers whenever a specialized teacher is absent from their duties.

ARTICLE VI - TEACHER EVALUATION

A. Evaluation Committee

Teachers shall be evaluated by members of the Administration.

B. Non-Tenure Teachers

Non-Tenure teachers shall be evaluated at least four (4) times per year and at least three (3) of these evaluations will be accomplished prior to April 1. Such evaluations are to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. The first evaluation shall be completed by November 15th; the second by January 30th; and the third by April 1st.

C. General Criteria

1. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

2. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

D. Communication

Prior to any evaluation report the immediate superior of a teacher shall have had appropriate communication.

Reports

Evaluation reports shall be presented to each teacher by his immediate superior in accordance with the following procedures:

a. Such reports shall be issued in the name of the immediate superior based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.

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) Weakness of the teacher as evidenced during the period since the previous report.

ARTICLE VI - Teacher Evaluation

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

d. Signing of the evaluation by the teacher does not signify agreement. It indicates that the teacher has acknowledged receipt of such report.

ARTICLE VII

COMPLAINT PROCEDURE

A. Procedural Requirement

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

B. Meeting with Principal or Immediate Superior

The principal or immediate superior shall meet with the teacher to appraise 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 2.

Step 2.

Any complaint unresolved under Step 1 at the request of the teacher or the complainant shall be reviewed by the building Principal or counterpart supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3.

Any complaint unresolved at Step 1 may be submitted in writing by the complainant or the teacher to the building Principal or counterpart supervisor who shall forthwith forward a copy to the Superintendent or his designee and the complainant.

Step 4.

Upon receipt of the written complaint, the Superintendent or his designee shall confer with all parties.

ARTICLE VII

Complaint Procedure

The teacher shall have the right to be present at all meetings of the Superintendent or his designee and the complaintant.

Step 5.

If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complaintant or the teacher he shall forward the results of his investigation along with his recommendations, in writing, to the Board of Education and a copy to all parties concerned.

Step 6.

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

Step 7.

Any complaint unresolved under Step 6, may be submitted by the teacher to the grievance procedure as set forth in ARTICLE III of this agreement and shall commence at Level 3.

E.

Copy of the reports from complaint be placed in teachers personal file.

ARTICLE VIII

FAIR DISMISSAL PROCEDURE

A. Notification of Status:

1. Date

On or before April 30 of each year, the Board of Education shall give to each nontenure teacher continuously employed since the preceding September 30, either:

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

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

B. Failure to comply

Should the Board fail to give a non-tenure teacher either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered within the time and in the manner provided by this ARTICLE, the Board shall be deemed to have offered to that teacher continued employment for the next succeeding school year upon the terms and conditions of employment as may be required by law or agreement between the Board and the Association.

C. Notification of Intention to Return

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

ARTICLE IX
TEACHER FACILITIES

A.

Upon request of the Association, vending machines may be installed in the teachers' lounge. The proceeds from all such machines shall be for the use of worthy causes as determined by the Association. The Association accepts full responsibility for the cleanliness of the area utilized for the above machines.

ARTICLE X
SALARY SCHEDULE FOR 1977-78

<u>Exp./Steps</u>	<u>N/D</u>	<u>B/A</u>	<u>B/A+15</u>	<u>M/A</u>
0 - 1	\$8,500	\$9,500	\$9,800	\$10,100
1 - 2	8,840	9,840	10,140	10,440
2 - 3	9,180	10,180	10,480	10,780
3 - 4	9,630	10,630	10,930	11,230
4 - 5	10,080	11,080	11,380	11,680
5 - 6	10,530	11,530	11,830	12,130
6 - 7	10,980	11,980	12,280	12,580
7 - 8	11,430	12,430	12,730	13,030
8 - 9	11,880	12,880	13,180	13,480
9 - 10	12,330	13,330	13,630	13,930
10 - 11	12,780	13,780	14,080	14,380
11 - 12	13,280	14,280	14,580	14,880
12 - 13	13,780	14,780	15,080	15,380
13 - 14	14,280	15,280	15,580	15,880
14 - 15	14,780	15,780	16,080	16,380

Plus \$400 Max for all on 18th Year in District

ARTICLE XI
EXTRA CURRICULAR ACTIVITIES

Bedside Instruction	\$6.00 per hour
Intramurals and Coaching (2) people.....	\$600 per year, each
Safety Patrol.....	\$50.00 per year
Schoolyard Supervisor	\$500 per year

ARTICLE XII

SICK LEAVE

A. Transfer from Other Districts

The Board shall grant more than one day sick leave transfer credit in addition to the annual sick leave provided below to any new teacher employed for 1977-78 and thereafter. The specific amount of such entitlement shall reside with the Board.

B.

In addition to the ten (10) days of accumulative sick leave provided teachers by law, an additional two (2) days of sick leave with pay shall be granted on a non-accumulative basis. These days may be used only after the accumulative leave has been exhausted.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. Personal

With the approval of the Superintendent, an employee may be granted for personal reasons other than personal illness, two (2) days of absence from regularly scheduled duties within the annual school calendar as approved by the Board of Education. These two (2) days of absence, when approved, shall be granted without loss of salary. Any days not utilized by an employee in any one (1) year of a contract shall not be accumulated and shall not be carried over to the next year. This refers to personal leave only. Notice, in writing, must be submitted one (1) week in advance except in an emergency. No personal days shall be granted before a Holiday, except in an emergency.

2. Death in Immediate Family

With the approval of the Superintendent, an employee may be granted days of absence, without loss of salary due to death in the staff member's immediate family. The number of days of absence granted shall be determined by the individual circumstances, and shall not be deductible from the two (2) days of personal leave as defined in "1" above. "Immediate family" shall be defined by the Superintendent.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

A. Maternity

1. Natural Birth

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

(a) Maternity leave shall commence on the date requested by the teacher.

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

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

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

2. Adoption

Any female teacher adopting an infant child, shall receive similar leave which shall commence upon her receiving de facto custody of said infant.

3. Non-tenure teachers

(a) Non-tenure teachers may not apply maternity leave toward tenure beyond accumulated sick leave.

(b) The Board need not grant or extend maternity leave for a non-tenure teacher beyond the end of the contract school year in which the leave is obtained.

B. Salary

Salary shall not be paid to the employee during the term of the leave or the period of extension.

C. Experience Credit

1. Maternity leave time shall not be considered as experience time for salary schedule purposes and the employee shall return to district's employ on the salary guide in effect

ARTICLE XIV

Extended Leave of Absence

at the time of return with teachers having the same number of years of experience and training at the time of leaving.

2. One-half year or more of experience gained prior to the leave shall be considered as one full year of experience for purpose of salary.

D. Fringe Benefits

The employee on maternity leave shall pay their share of fringe benefits.

E. Good Cause

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

ARTICLE XV
LIASON COUNCIL

The Association shall select a Faculty Council which shall meet with the Superintendent at least once a month during the school year to review and discuss current school problems and practices and the administration of this agreement.

ARTICLE XVI
COST OF PRINTING

The cost of duplicating copies of this agreement will be borne by the Board of Education.

ARTICLE XVII
INSURANCE

The Board shall continue payment of New Jersey Health Benefits Insurance coverage for each employee and eligible dependent.

ARTICLE XVIII

DURATION

A.

This Agreement shall be effective as of July 1, 1977 except as herein provided, and shall continue in effect until June 30, 1980, subject to the Associations' right to begin negotiation for a successor Agreement in accordance with Article II of this Agreement. This shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless an extension is agreed to by both parties and expressed in writing prior to such a date.

B.

For the second and third years of this three-year (3) Agreement, both parties shall meet in accordance with Article II, Negotiating Procedure, to renegotiate Article X, Salary Schedule, and two (2) Articles of choice in addition to insurance coverage.

C.

In witness thereof, 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 thereon.

BOARD OF EDUCATION

TEACHERS' ASSOCIATION

_____ Pres.

_____ Pres.

_____ Sec.

_____ Sec.