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AGREEMENT

1975 - 1976

LONG BEACH ISLAND BOARD OF EDUCATION

AND

LONG BEACH ISLAND TEACHERS' ASSOCIATION

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PREAMBLE

This Agreement is entered into as of May 12, 1975, by and between the Long Beach Island Board of Education, hereinafter called the Board, and the Long Beach Island Teachers' Association, hereinafter called the Association.

ARTICLE I

RECOGNITION

1.1 Pursuant to Chapter 303, the Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel included herein:

- a. Classroom Teachers
- b. Art, Music, and Physical Education Teachers
- c. Reading Teacher
- d. French Teacher
- e. Teacher of the Perceptually Impaired
- f. LDTC
- g. School Nurse

But excluding:

- a. Superintendent
- b. Board Secretary
- c. Principal
- d. Part-time Consultants
- e. All other personnel of the school district not specifically enumerated in the inclusion set forth above.

1.2 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 reference to teachers shall be deemed to include both the male and the female, except when the context clearly limits the intent to one sex.

ARTICLE 2

NEGOTIATION PROCEDURE

2:1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires.

- 2:2 During negotiations, the Board and the Association shall exchange points of view and make proposals and counterproposals.
- 2:3 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, subject to final ratification by the parties.
- 2:4 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, 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.
- 2:5 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 3

#### GRIEVANCE PROCEDURE

- 3:1 The term "grievance" means a complaint by any employee that as to him there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee; or that said policy, agreement, or administrative decision itself is inequitable, improper, or unjust. The term "grievance" shall not apply to any matter for which a method of review is prescribed either by law or by any rules or regulations of the State Board of Education.
- 3:2 An aggrieved employee shall institute action under the provisions herewith within thirty (30) calendar days of the occurrence complained of or within thirty (30) days after he should reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be determined to constitute abandonment of the grievance, provided that where an occurrence is part of a recurring series of events, those events occurring more than thirty (30) days prior to the institution of the procedures provided herewith may be considered for the purpose of determining the validity of the complaint.

- 3:3 An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
- 3:4 In the presentation of a grievance, the employee shall have the right to present his appeal pro se, by attorney or to be represented by the Association, but may not be represented by any other organization. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views before the Superintendent and all levels above.
- 3:5 Employees are requested first to discuss their grievance orally with their immediate superiors, provided that if the grievance is occasioned by a direct order of the Superintendent to the individual, such oral discussion should be with the Superintendent of Schools. Such discussion should occur during the thirty (30) day period and shall not extend it except by written consent of the Superintendent or school Principal.
- 3:6 If the grievance is not resolved to the employee's satisfaction, the employee shall submit his grievance in writing to the Superintendent of Schools specifying:
- a. nature of grievance
  - b. results of previous discussions, if any
  - c. the basis of his dissatisfaction
- 3:7 A copy of the writing shall be furnished to the school Principal of the aggrieved employee.
- 3:8 Within five (5) school days from the receipt of the written grievance, the Superintendent shall set a day for a hearing which shall be within ten (10) school days from the receipt of the written grievance, unless a different period is mutually agreed upon.
- 3:9 Within ten (10) days after said hearing, unless a different period is mutually agreed upon, the Superintendent shall in writing advise the employee and his representative, if there be one, and shall forward a copy of the determination with the basis therefor to the school Principal and to any other person directly affected thereby.
- 3:10 In the event of the failure of the Superintendent to act in accordance with the provisions of paragraphs 3:8 and 3:9 or in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by any party, the dis-

satisfied party within ten (10) days of the act or failure to act may appeal to the Board.

- 3:11 Where an appeal is taken to the Board, there shall be submitted by the grievant a statement of the dissatisfaction of the party appealing, to which shall be attached copies of all previous writings. A copy thereof (which may be without attachments) shall be delivered to the Superintendent and all other parties. The statement shall request a hearing if desired.
- 3:12 The Board shall review the grievance and hold a hearing with the employee and, excepting for good cause shown, render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.
- 3:13 If the Association determines that the grievance is meritorious, it may submit the grievance to advisory arbitration within fifteen (15) calendar days following the determination of the Board. A request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- 3:13.1 Should Public Employment Relations Commission's rules and regulations provide a method for third party selecting in grievance procedures, either party may reconsider this point for the purpose of considering such a change.
- 3:14 In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.
- 3:15 If, in the judgment 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 that level.
- 3:16 Once begun, the Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
- 3:17 All hearings under this procedure shall be conducted in private and shall include only persons directly concerned and their designated or selected representatives.
- 3:18 A mutually acceptable form shall be utilized to facilitate the above grievance procedure after the first five (5) steps have been completed.



## ARTICLE 4

### TEACHER RIGHTS

- 4:1 Pursuant to Chapter 303, the Board shall not discriminate against any teacher for participation in the Association or its affiliates.
- 4:2 Except for just cause, a teacher shall not be disciplined.
- 4:3 Whenever any teacher is required to appear for a formal hearing before the Superintendent, Board, or any Committee or Member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of his choosing present to advise him and represent him during such meeting or interview.
- 4:4 No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates, provided such pins or identification shall be in good taste.

## ARTICLE 5

### ASSOCIATION RIGHTS AND PRIVILEGES

- 5:1 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.
- 5:2 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance and approve of the time and place of all such meetings.
- 5:3 The Association shall be allowed to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times in the school building, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use. Approval of the building Principal shall be required.
- 5:4 All orientation programs for new teachers are the responsibility

of the Board, and the cooperation of the Association is desired.

- 5:5 The Association shall have, in each school building, the use of a bulletin board in each faculty lounge for the purpose of posting official organization materials by the official Association building representative. Said materials shall at all times be in good taste.
- 5:6 The present practice of use by the Association of interschool mail facilities and mail boxes shall be continued; however, the Association shall designate individuals responsible for the placement of organization materials in said mail boxes, and the Association shall clearly indicate the materials to be placed in said mail boxes by placing a courtesy copy with the Principal's secretary. Approval of the building Principal shall not be required; therefore, the Association agrees to accept all responsibility for such materials and further agrees to hold the Board harmless in the event of claims arising as a result of distribution of said materials.
- 5:7 The Board agrees to make available to the Association in response to reasonable requests from time to time all available information concerning the educational program and the financial resources of the district, as well as any information needed in order to process any grievance of complaint, provided said material requested is a matter of public record.

## ARTICLE 6

### SCHOOL CALENDAR

- 6 The Association may communicate, in writing or in person, with the Board to present views on the school calendar prior to its adoption. Final approval shall rest in the hands of the Board.

## ARTICLE 7

### TEACHING HOURS AND TEACHING LOAD

- 7:1 As a professional, a teacher is expected to devote to his work the time necessary to accomplish the task at hand. The Association agrees that a teacher's day is not necessarily coterminous with that of a pupil's. However, it shall be no less than that which is established for the pupils. In general, teachers will be free to act with professional discretion relative to their time of arrival at school in the morning or leaving of school in

the afternoon. However, it is normally expected that teachers will arrive at school approximately fifteen (15) minutes prior to the opening of school and will remain in school approximately fifteen (15) minutes after the close of school; however, on Fridays or on days preceding holidays or vacation, the teachers' day shall end at the close of the pupil day. The school day for teachers shall not exceed six (6) hours and forty-five (45) minutes consecutively, except where as a part of their professional responsibility, teachers attend department and other professional staff meetings designed to provide meaningful professional growth or clarify school business in general.

7:2 All teachers shall have a forty-five (45) minute duty free lunch period.

## ARTICLE 8

### CLASS SIZE

8 The number of students to be taught in a particular class is determined in part by the adequacy of the physical facilities and the nature of the course offered. It is realized that class sizes as specified by the New Jersey State Department of Education represent desirable goals.

## ARTICLE 9

### SPECIAL SERVICES

9 It is recognized that particular special services are necessary in order to provide a balanced educational program. Such services will be provided so as to meet State requirements.

## ARTICLE 10

### TEACHER EMPLOYMENT

10:1 Prior teaching experience, related educational experience, or military service credit shall be negotiated individually with new employees. However, once established, the credit agreed upon shall serve as the base from which future progress on the salary schedule will occur.

10:2 Teachers with previous teaching experience in the Long Beach Island School District shall, upon returning, receive salary

credit for said experience and shall be restored to their proper place on the salary schedule.

- 10:3 Unused sick leave days previously accumulated while in the service of the Long Beach Island Consolidated School District will be restored to all teachers returning from approved leaves of absence.

## ARTICLE 11

### SALARIES AND INSURANCE BENEFITS

- 11:1 The salaries and insurance benefits of all teachers covered by this Agreement are set forth in Appendix "A," which is attached hereto and made a part hereof.
- 11:2 The Board of Education may withhold the salary raise and/or increment of any teacher upon recommendation of the Superintendent in accordance with and governed by New Jersey Law (RS18A:29-14).
- 11:3 In cases where an increment may be withheld from a teacher, the Board agrees that a warning notice of deficiencies in performance, and/or any other applicable reason(s) for such withholding of increment, shall be given to the said teacher by March 1 of each year. The board further agrees to notify the said teacher of intent to withhold increment by April 1st of each year.
- 11:4 In the event of the failure of the Board to reemploy a non-tenure teacher, the said teacher may request (1) a meeting with his building principal, (2) a meeting with the Superintendent of Schools, and (3) a meeting with the Board of Education during which the teacher may stipulate his position relative to the matter.

## ARTICLE 12

### TEACHER ASSIGNMENT

- 12:1 So far as possible, all teachers shall be given written notice of their salary schedules, tentative class and/or subject assignments, building assignments, and room assignments for the forthcoming year not later than June 1.
- 12:2 Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.

- 12:3 Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel authorized in advance by the Superintendent at the rate of thirteen cents (13¢) per mile.

### ARTICLE 13

#### VOLUNTARY TRANSFERS AND REASSIGNMENTS

- 13:1 As vacancies arise or new positions are created throughout the school year, the Superintendent shall furnish to the Association, and post in all school buildings, a list of the known vacancies which shall occur during the following school year, but the hiring of a qualified teacher to fill such positions whenever available shall not be considered a breach of this Agreement.
- 13:2 Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than March 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

### ARTICLE 14

#### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- 14:1 So far as practicable, no vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.
- 14:2 Notice of an involuntary transfer or reassignment shall be given to teachers no later than April 1, if practicable.
- 14:3 When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major field of study, length of service in the Long Beach Island School District, length of service in the particular school building, and other relevant factors, including, among other things, State and/or Federal laws, rules, regulations, or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

- 14:4 In the event that a teacher objects, an involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Principal, if requested. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.
- 14:5 A teacher being involuntarily transferred or reassigned shall be placed only in an equivalent position; i.e., one which, among other things, does not involve reduction in rank or in total salary.
- 14:6 Equivalent position for the purposes of this contract shall be defined as any position for which the teacher is appropriately certified. Reduction in rank shall not be construed to mean assignment within the scope of one's certification.
- 14:7 Final determination relative to transfer is vested with the Board and shall not be subject to the grievance procedure set forth herein.

#### ARTICLE 15

##### PROMOTIONS

- 15:1 All positions, except that of classroom teacher, shall be posted on the bulletin board in the faculty room of each building at least four (4) weeks prior to the position being permanently filled. Said notice shall contain the job description and salary range for the position.
- 15:2 When posted promotional positions are filled, a notation to this effect shall be placed on the notice, which shall remain on the bulletin board for one (1) week thereafter.
- 15:3 Nothing in this article shall be construed to prohibit the Superintendent from interviewing potential applicants from outside the District.

#### ARTICLE 16

##### SUMMER SCHOOL AND HOME TEACHING

- 16:1 The Superintendent will maintain a file of members of the faculty interested in Summer School positions and homebound instruc-

tional positions. Consideration will be given to names in said file and to the relative qualifications of such persons.

- 16:2 Salary schedules for positions included in this Article shall be negotiated under procedures outlined in Article 2 of this Agreement as a separate schedule, provided that salaries for the summer program for 1975 shall be \$980, pro-rated on a weekly basis not to exceed five (5) weeks.
- 16:3 During Summer School, a teacher employed shall be entitled to one (1) emergency or sick day without loss of pay. Such emergency or sick day shall not be accumulative, and the reasons for the absence shall be submitted in advance in order that approval of the Administration may be obtained.

## ARTICLE 17

### TEACHER EVALUATION

- 17:1 As in the past, 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, audio systems, and similar surveillance devices shall be strictly prohibited.
- 17:2 Teachers shall be evaluated by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
- 17:3 A teacher shall be given a copy of any evaluation report prepared by his evaluators 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.
- 17:4 A teacher shall have the right, upon request, to review the contents of his personnel file. A teacher shall be entitled to have a representative of the Association accompany him during such review.
- 17:5 No material derogatory to a teacher's conduct, service, character or personality 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 on the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The tea-

cher shall also have the right to submit a written answer to such material within ten (10) days, and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy. Nothing in this section shall prohibit the recording by members of the Administration of the date and substance of observations of teacher conduct, nor the filing of such material if the teacher refuses to sign his evaluation report. In such event, the Association President shall be notified.

- 17:6 The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents.
- 17:7 No complaint regarding a teacher made to any member of the Administration by any parent, student, or other persons may be used in any proceeding against a teacher unless it shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.
- 17:8 The present practice of formal evaluation of tenure teachers will be continued and will include review with the teachers involved.

## ARTICLE 18

### TEACHER FACILITIES

- 18:1 By the beginning of the 1975-76 school year, each school shall have the following facilities, so far as possible:
- 18:1.1 Space in each classroom in which teachers may store instructional materials and supplies.
- 18:1.2 A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
- 18:1.3 In addition to the aforementioned teacher work area, a furnished room shall be reserved for the use of teachers as a faculty 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.
- 18:1.4 A serviceable desk, chair, and filing cabinet for the exclu-



sive use of each teacher.

- 18:1.5 A communication system so that teachers can communicate with the building office from their classrooms.
- 18:1.6 Well lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms.
- 18:1.7 Suitable closet space for each teacher to store coats, over-shoes, and personal articles.
- 18:1.8 Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
- 18:1.9 Chalkboard space in every classroom.
- 18:1.10 A dictionary in every classroom.
- 18:1.11 Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility.
- 18:2 When possible and practicable, an appropriate room and other facilities for teachers who work in more than one school building shall be assigned to them in each school in which they work to permit the effective discharge of their responsibilities to their pupils. Such teachers shall also be assigned a single classroom or office for their use outside of regular teaching hours, with a desk or other equivalent facility and a place to store materials and supplies for their personal use.

## ARTICLE 19

### TEACHER-ADMINISTRATION LIAISON

- 19:1 The Association may select a Liaison Committee for each school building which may on request 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.
- 19:2 The Association's representatives may meet with the Superintendent by written request during the school year to review and discuss current school problems and practices and the administration of this Agreement.
- 19:3 Meetings pursuant to the Article shall be held at a time

which is mutually convenient to the parties.

## ARTICLE 20

### EDUCATIONAL PROGRAM DEVELOPMENT COUNCIL

- 20:1 There is hereby established an Educational Program Development Council, composed of four (4) members of the faculty selected by the Association and four (4) persons selected by the Board, one of whom shall be the Superintendent or his designee.
- 20:2 It shall be the function of the EPDC to advise the Administration and the Board in the development of the educational philosophy of the District, to recommend specific programs pursuant to this philosophy and to suggest innovations and modifications of existing procedure. The EPDC is designated the coordinating medium for collecting and evaluating the ideas and observations of the faculty in this area, including, but not limited to, assessing the value to this District of materials offered by publishers and other developers of educational material, and studying innovations of other Districts.
- 20:3 The EPDC shall formulate its own rules of procedure, but shall not without the consent of the Board undertake any activities involving absence from teaching duties or the expenditure of school money or any other action limited to vote of the Board alone. It may appoint sub-committees from the faculty with specific study assignments. Such sub-committees shall expire upon completion of projected tasks.
- 20:4 Minority reports: Reports of the Council or any sub-committee established by the Council may include minority, as well as majority views.
- 20:5 The EPDC shall keep records reflecting the proposed areas of study, the matters discussed at meetings, and the recommendations of the Council, with its reasons for these recommendations and the facts, information, and material upon which the recommendations are based. Copies of the proceedings shall be transmitted to the members of the Board, the Superintendent, the Principal, the President and Secretary of the Association, and the Secretary of the Board. A member of the clerical staff shall be designated by the Superintendent to type, duplicate, and mail such material under the supervision of the Secretary of the Council.
- 20:6 At the request of the Council, the Board will meet with it not

less than twice a year for an in-depth discussion of the work of the Council and for an interchange of views. With the consent of the Council, other appropriate matters may be added to the agenda of such meetings.

## ARTICLE 21

### SICK LEAVE

- 21:1 As of September 1, 1974, all teachers employed shall be entitled to twelve (12) sick leave days each school year, as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- 21:2 Teachers who are absent because of consecutive days illness more than the total number of cumulative days and who have been employed in the District for more than three (3) years shall, for a period of sixty (60) school days, be paid the difference between their salary and the daily substitute rate (\$25.00).
- 21:3 Teachers shall be given a written accounting of accumulated sick leave days not later than September 20 of each school year.

## ARTICLE 22

### TEMPORARY LEAVES OF ABSENCE

- 22:1 As of the beginning of the 1974/75 school year, teachers shall be entitled to the following temporary noncumulative leaves of absence with full pay each school year:
- 22:1.1 Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's Principal or other immediate superior for personal leave shall be made at least two (2) days 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. Although no reason need be offered under this Section, it should be understood that such days should not in any way be utilized to extend travel or vacation time. And not more than three (3) teachers may take leave under this article on any given school day, except in cases of emergencies.

- 22:1.2 Up to three (3) days per school year for observance of religious holidays, where said observance prevents the teacher from working on said days.
- 22:1.3 Up to three (3) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with Administrative approval.
- 22:1.4 Up to five (5) days per year in the event of death or serious illness of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any member of the immediate household.
- 22:1.5 Up to a total of two (2) days at the end of a school year and/or at the beginning of a school year may be granted at the discretion of the Administration to attend summer school classes and/or to travel to the place where such classes are to be held.
- 22:1.6 Time necessary for persons called into temporary active duty of any unit of the U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay, in addition to any pay which he receives from the State of Federal Government, up to ten (10) full school days during the regular school year.
- 22:1.7 Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system if the teacher is required by law to attend, except where the appearance by the teacher is in a proceeding where the Board is attempting to dismiss said teacher or where the teacher is proceeding against the Board.
- 22:2 Leaves taken pursuant to Section 22:1 above shall be in addition to any sick leave to which the teacher is entitled.

## ARTICLE 23

### EXTENDED LEAVES OF ABSENCE

- 23:1 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 full-time participant in any of such programs, or accepts a Fulbright Scholarship, or other comparable

scholarship.

- 23:2 A teacher on tenure may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.
- 23:3 Leave of absence for physical or medical disability beyond the provisions of Article 21 shall continue if requested for up to the balance of its current school year, and the next succeeding academic year, subject to the following:
- (a) The teacher shall supply such medical documentation as may be reasonably necessary to substantiate the need.
  - (b) The teacher shall substantiate his or her capacity to perform fully all of the customary duties of a teacher upon return and may be examined by appropriately qualified medical persons designated by the Board.
  - (c) Notice of intention to return with the intended date shall be given as soon as practicable and not less than thirty (30) days prior thereto, if total absence exceeds three (3) months.
- 23:4 A leave of absence without pay of up to one year may be granted, at Board discretion, for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- 23:5 The Board may grant a leave of absence without pay to any teacher to campaign for or serve in a public office, or to campaign for a candidate for public office other than himself.
- 23:6 Upon return from leave granted pursuant to Sections 23:1 and 23:2 of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent; provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirement for sabbatical or acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections 23:3, 23:4, and 23:5 of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

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

23:7 All extensions or renewals of leaves shall be applied for in writing and, if granted, be in writing.

## ARTICLE 24

### SABBATICAL LEAVES

- 24:1 A sabbatical leave shall be granted to a teacher by the Board for an approved course of study, including study in another area of educational specialization, subject to the following conditions:
- 24:2 If there are qualified applicants, sabbatical leaves shall be granted to a maximum of one (1) member of the teaching staff at any one time, based on length of service and reason for said leave.
- 24:3 Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed upon by the Association and the Superintendent no later than January 30, and action must be taken on all such requests no later than March 15th of the school year preceding the school year in which the sabbatical leave is requested.
- 24:4 The teacher has completed at least seven (7) continuous full school years of service in the Long Beach Island School District.
- 24:5 A teacher on sabbatical leave for not more than one (1) school year shall be paid by the Board at fifty per cent (50%) of the salary rate which he would have received if he had remained in teaching service.
- 24:6 Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence, said teacher expected to remain for two (2) successive years of service.
- 24:7 Upon being granted said leave and prior to the actual accomplishment of the leave, the teacher will agree by contract to return to the District for a period of two (2) successive years or to remit to the District the amount of monies granted under the sabbatical in proportion to the amount of service not rendered.
- 24:8 During the time of sabbatical leave, the teacher will submit bi-monthly reports of progress. Such reports shall be one (1) to two (2) pages in length minimum.
- 24:9 Nothing in the aforementioned Article shall preclude applications for or the granting of sabbatical leaves for less than a full year. The rate of remuneration for said leaves will be as set forth in this Article.

ARTICLE 25

PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY

- 25:1 Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- 25:2 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.
- 25:3 Whenever any action is brought against a teacher during the performance of his position, before the Board or before the Commissioner of Education of the State of New Jersey, which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.
- 25:4 The Board shall give full support, including legal assistance for any assault upon the teacher while acting in the discharge of his duties.
- When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.
- 25:5 Teachers shall immediately report cases of assault, suffered by them in connection with their employment, to their Principal or other immediate superior.
- Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the teacher, the police, and the courts.
- 25:6 If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, such teacher may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel and the teacher prevails in the proceeding, then the Board shall reimburse the teacher for reasonable counsel fees incurred by him in his own defense.
- 25:7 The Board may reimburse teachers for any loss, damage, or de-

struction of clothing or personal property of the teacher while on duty in the school, on the school premises, or on a school-sponsored activity.

- 25:8 The Board may reimburse a teacher for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in the course of his employment.

#### ARTICLE 26

##### MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- 26 The Administration, with the approval of the Board, shall adopt, and from time to time, review a written policy relating to classroom control and discipline. The comments and suggestions of the Association relating to discipline and the maintenance of classroom control are welcomed by the Board and the Administration.

#### ARTICLE 27

##### PERSONAL AND ACADEMIC FREEDOM

- 27 The importance of academic freedom and the enjoyment of a private life are understood by the parties and will not be disregarded in the Administration of the school district. The Board and Administration will recognize and be guided by the pronouncements of the Legislature, the State Board, the Commissioner, and the Courts in evaluating the performance of any teacher and in the investigation of any claim that a teacher's private life interferes with his effectiveness as a teacher.

#### ARTICLE 28

##### DEDUCTION FROM SALARY

- 28 The Board agrees to deduct Association membership dues in accordance with State Law relative to this matter. Procedures for deduction shall be developed by the Association President and the Board Secretary, subject to approval by the Superintendent.



ARTICLE 29

MISCELLANEOUS PROVISIONS

- 29:1 This Agreement shall be construed as though it were Board and Association Policy for the items contained herein for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as though they were Board and Association Policy.
- 29:2 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.
- 29:3 Any individual contract between the Board and an individual teacher 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.
- 29:4 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 not 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.
- 29:5 Copies of this Agreement shall be printed or mimeographed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed.
- 29:6 Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
- If by Association to Board, at Long Beach Island Grade School  
20th Street & Central Avenue  
Ship Bottom, New Jersey
- If by Board to Association, at Long Beach Island Grade School  
20th Street and Central Avenue  
Ship Bottom, New Jersey

ARTICLE 30

DURATION OF AGREEMENT

30 This Agreement shall be effective as of July 1, 1975, and shall continue in effect until June 30, 1976.

Subject to the Association's right to negotiate over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

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.

LONG BEACH ISLAND BOARD OF EDUCATION

BY *Richard J. Hutman*  
President

ATTEST:

LONG BEACH ISLAND TEACHERS' ASSOCIATION

*Leona E. Smith*  
Secretary

BY *Sam M. Capri*  
President

ATTEST:

*Anna K. Carr*  
Secretary

APPENDIX "A"

1975 - 1976 SALARY GUIDE

Long Beach Island School District

<u>STEP</u>	<u>NON-DEGREE</u>	<u>BACHELOR'S DEGREE</u>	<u>MASTER'S DEGREE</u>
0	\$ 8,875.	\$ 9,775.	\$10,675.
1	9,350.	10,275.	11,200.
2	9,825.	10,775.	11,725.
3	10,275.	11,275.	12,275.
4	10,725.	11,775.	12,825.
5	11,175.	12,275.	13,375.
6	11,625.	12,775.	13,925.
7	12,075.	13,275.	14,475.
8	12,547.	13,797.	15,047.
9	13,116.	14,391.	15,666.
10	13,685.	14,985.	16,285.
11	14,283.	15,633.	16,983.
12	15,901.	17,226.	18,551.

- Twenty-five dollars (\$25) for each graduate credit in the field of education, directly related and beneficial to the teacher's classroom situation and approved in advance by the Superintendent of Schools, beyond highest degree level, up to a maximum of 32 credits. Standard certification must be received prior to any payments for graduate credits. Cut-off date for calculation of graduate credits or advanced degrees under this Guide shall be September 1, 1975.
- The Board of Education will assume 100% premium payments for Blue Cross/Blue Shield and Rider J, plus 100% Major Medical premiums for all employees and their dependents through the State Health Benefits Plan. NOTE: No more than one contribution per family.
- The Board agrees to deduct from the salaries of employees covered by this Agreement, upon their authorization, deductions for a group Dental Plan, if such plan is established.
- Above salary figures are based on a ten (10) month contract.
- Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments in the manner now followed.
- When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
- Teachers shall receive their final checks on the last working day in June, provided the Principal's Checklist is complete, and provided they have completed all professional responsibilities.
- When the salary guide is completed, a \$250. increment will be added every second year until retirement.

JUL 26 9 31 AM '75  
PENK