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AN AGREEMENT
between
THE WEST LONG BRANCH BOARD OF EDUCATION
AND
THE WEST LONG BRANCH EDUCATION ASSOCIATION

1974-1976

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PREAMBLE

This Agreement entered into as of May 1, 1974
between the Board of Education of the West Long Branch
School system located in the Borough of West Long Branch,
County of Monmouth, State of New Jersey, hereinafter
referred to as the Board, and the West Long Branch
Education Association, hereinafter referred to as the
Association.

ARTICLE I
RECOGNITION

The Board recognizes the Association as the exclusive representative for all employees who are classified as certified teachers, librarians and school nurse (who must have at least a B.A. degree), whether under contract or on leave of absence. It is mutually agreed that for the purpose of this Agreement the term "employee" shall not include the principal, clerical staff, or clerical aides, substitute teachers or teacher aides, custodians, maintenance personnel or bus drivers.

The Board hereby agrees that every teacher shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Board agrees that it shall not discriminate against any teacher with respect to hours, wages, or terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE II
NEGOTIATION PROCEDURE

A. In accordance with provision of Chapter 303, Public Laws of 1968, the parties agree to commence collective negotiations (on items submitted by either party) not later than October 30th, of the calendar year preceding the calendar year in which this Agreement or any part thereof expires.

B. If the parties are unable to reach an Agreement (on items submitted by either party) the request for a mediator shall be made in accordance with the rules and regulations of the Public Employment Relations Commission. If the mediator is not successful in assisting the parties in reaching an agreement, the selection of a fact-finder shall be in accordance with the rules and regulations of the Public Employment Relations Commission.

ARTICLE III
GRIEVANCE PROCEDURE

A grievance shall mean a complaint by an employee that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the Agreement or that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or administrative practice governing or affecting employees. However, the term "grievance" shall not apply to any matter which a method of review is prescribed by law or State Board rule having the force and effect of law, or the Board is without authority to act on a complaint of a non-tenure teacher which arises by reason of his not being re-employed. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

An "aggrieved person": is a person or persons making the complaint. A "party in interest" is a person or persons making the complaint and any person who might be required to take the action or, against whom action might be taken in order to resolve the complaint.

Step One:

An employee having a grievance shall first discuss it with his principal or immediate superior either directly or through the Association's designated representative with the objective of resolving the matter.

Step Two:

If the aggrieved person is not satisfied with the disposition of his grievance on Step One, or if no decision has been rendered within five school days after the presentation of the grievance, he may file the grievance, in writing, to the Superintendent of Schools. (1) The Superintendent of Schools should answer the grievance not later than ten (10) school days after the grievance is submitted to him.

Step Three:

If the aggrieved person is not satisfied with the disposition of his grievance on Step Two he may file his grievance, in writing, to the Board. Within fifteen school days after such written notice of submission in Step Three, the aggrieved person and his representative shall meet with the Board at a mutually convenient time in an attempt to resolve the grievance. If no agreement is reached in Step Three the Board-Association Committee shall meet and shall attempt to agree upon a mutually acceptable arbitrator in order to obtain an agreement for said arbitration.

All of the meetings under the grievance procedure shall not be open to the public or be made public by either party. Only the parties involved and their representative shall be present at any of the sessions listed above. No reprisals of any kind shall be taken by the Board, the Association or by any member of the Administration against any party in interest, or building representative or any other participant in the grievance procedure by reason of such participation.

ARTICLE IV

TEACHER RIGHTS AND RESPONSIBILITIES

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the "Grievance Procedure" herein set forth. Any teacher required to appear before the Superintendent or Board concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or salary or any increment pertaining thereto shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

All members of the Association, New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at reasonable times providing that this shall not interfere with or interrupt normal school operations. The principal of the building in question and the Superintendent of Schools shall be notified in advance of the time and place of all such meetings.

ARTICLE VI

BOARD OF EDUCATION RIGHTS

The Board, on its own behalf and on behalf of the Electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the United States and of the State of New Jersey.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE VII

TEACHER WORK DAY AND TEACHING LOAD

A. Every school work day shall include a duty-free lunch period. No teacher shall be required to report for duty any earlier than twenty minutes before the opening of the pupil's school day, and shall be permitted to leave at least thirty minutes after the close of the pupil's school day. On Fridays or on a day preceding a holiday or a vacation, the teacher's day shall end at the close of the pupil's day. Teachers arriving and departing within the time limit set forth above, shall be permitted to indicate their arrival and departure by means of a check alongside his or her name in the appropriate sign-in book. A teacher reporting for duty less than twenty minutes before the opening of the pupil's school day or departing less than thirty minutes after the close of the pupil's school day, or at any time during the pupil's school day, shall be required to indicate the exact time of his or her arrival or departure alongside his or her name in the appropriate sign-in book.

B. Clerical assistance will be provided to transfer marks to the pupils' cumulative record card for the first three marking periods.

C. The Association shall appoint a Committee which shall work jointly with the Administration in the development of workshops in order to provide workshops which are meaningful

and relevant to those teachers who will be attending.
Advance notice of one semester for the scheduling of
workshop programs shall be given to the Association and
posted in the Faculty Rooms. Attendance at workshops shall
be voluntary, although teachers are encouraged to attend
those workshops which relate to their assigned duties.

ARTICLE VIII

TEACHER EVALUATION/APPRAISAL

Teachers shall be evaluated only by a person certified by the New Jersey State Board of Examiners to supervise instruction. The teacher shall be given a copy of all class visits or evaluation reports prepared by his evaluator. 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. 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 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 or his designee and attached to the file copy.

Building principals shall review the appraisals from two (2) previous years when completing the appraisal for a school year.

As an Appendix to the Agreement, the existing evaluation form shall be attached. Before such form may be changed by the Board of Education, the Association shall be consulted.

Each teacher shall be entitled to a copy of his evaluation form.

ARTICLE IX
COMPLAINT PROCEDURE

A. Any written complaint regarding a teacher made to any member of the Board of Education, the Superintendent or a Principal, which may influence evaluation of a teacher shall be processed according to the procedure outlined below:

Step 1. A meeting with the Principal and the teacher in an attempt to resolve the matter, at which time the teacher shall be advised of the complaint.

Step 2. If matter is not resolved in Step 1, a conference shall be held between the Principal, the teacher and the complainant.

Step 3. If not resolved in Step 2, both the teacher and the complainant may submit a written statement to the Principal, who shall forward said statements to the Superintendent, who shall investigate and attempt to resolve the matter.

Step 4. If not resolved in Step 3, the Superintendent shall forward all documents to the Board, which shall attempt to resolve the matter.

B. Any teacher has the right to be represented by the Association or a personal attorney at any meeting or conference

C. Any proposed resolution to the Complaint shall be submitted in writing to all parties.

D. If any complaint or proposed resolution thereof, is inserted into a teacher's personal file, the teacher shall be notified in writing, and shall have the right to attach a response.

E. Any teacher shall have the right to file a grievance in accordance with the provisions of Article III at any time during or after the processing of a Complaint, however, all proceedings under Paragraph A herein shall cease upon the filing of a grievance.

ARTICLE X

GRADUATION

The committee is to consult with the Superintendent concerning graduation practices and policies.

ARTICLE XI

TEACHER FACILITIES

The Board shall provide two smocks for the Art Teacher and two laboratory coats each for the Science Teachers. Proper laundering for such items shall be provided without charge for the teachers.

ARTICLE XII

COMPLIANCE - STATE AND FEDERAL LAWS

All operations hereunder are subject to any applicable State and Federal Laws, Executive Order having the effect of law and regulations thereunder. The provisions of this Agreement shall be applied to all employees covered by this Agreement without discrimination as to race, color, religion, sex, age or national origin.

ARTICLE XIII
SCHOOL CALENDAR

The Association shall have the right to make recommendations on the school calendar to the Superintendent of Schools. In the situation in which a change is required in the adopted school calendar, the views of the Association may be submitted to the Superintendent of Schools.

ARTICLE XIV

TEACHERS' SALARY GUIDE

<u>STEP</u>	<u>BA</u>	<u>BA +30</u>	<u>MA</u>	<u>MA +30</u>
1	8,800	9,200	9,700	-----
2	9,100	9,500	10,000	-----
3	9,400	9,800	10,300	-----
4	9,800	10,200	10,700	11,300
5	10,200	10,600	11,100	11,700
6	10,600	11,000	11,500	12,100
7	11,000	11,400	11,900	12,500
8	11,400	11,800	12,300	12,900
9	11,800	12,200	12,700	13,300
10	12,300	12,700	13,200	13,800
11	12,800	13,200	13,700	14,300
12	13,300	13,700	14,200	14,800
13	13,800	14,200	14,700	15,300
14	14,300	14,700	15,200	15,800
15	14,800	15,200	15,700	16,300
SM	15,300	15,700	16,200	16,800

SM: Super-maximum for teachers with 15 years experience, 10 of which are in West Long Branch.

1. All teachers will be on guide for the 1974-75 school year.
2. Reimbursement for approved courses will not exceed a total of \$300.00 per year.
3. Blue Cross, Blue Shield, Major Medical - employee's share, plus full family coverage will be paid by the Board of Education.
4. Course requirement for teachers is eliminated after 15 years of teaching or the achievement of M+30. Teachers with less than 15 years must still meet the course requirement except when a workshop is presented.
5. An additional \$300.00 will be paid for teachers with 20 years experience, 15 of which are in West Long Branch.

ARTICLE XV

INSURANCE PROTECTION

The Board of Education agrees to keep in force the insurance protection presently in effect.

ARTICLE XVI

TUITION REIMBURSEMENT

For the duration of this Agreement, the Board of Education agrees to continue its practices and procedures in connection with tuition reimbursement.

ARTICLE XVII

EXTRA-CURRICULAR ACTIVITY COMPENSATION

The Board of Education hereby agrees that the Association shall be permitted to negotiate on behalf of employees contemplating performing an extra-curricular activity for which compensation is paid. Negotiations for paid extra-curricular positions will be in accordance with the procedures listed below:

1. Compensation for paid extra-curricular activities will be negotiated on an individual basis.
2. The Association shall negotiate with the Board for the salary, terms, and conditions of employment on behalf of each employee who is conducting paid extra-curricular activities, which activities will be continued during the upcoming school year. The employee whose extra-curricular contract is being negotiated shall have the right to attend and participate in negotiations pertaining to his or her extra-curricular contract.
3. The final offer from the Board shall be presented to said employee by the Association, at which time the employee will have the right to accept or reject said final offer. The Association shall advise the Board of the decision by each such employee as to said final offer.
4. If the final offer from the Board is rejected by the employee, the Association shall advise all employees of the availability of said position. Any employee interested in being considered for said position shall advise the appropriate Association representative of his or her availability. The Association

shall then advise the Board at the next meeting of Association and Board representatives of the names of all employees who wish to be considered for any such available position.

5. The Association shall negotiate with the Board on behalf of all employees wishing to be considered for any such position, which negotiations shall follow the procedures outlined in Steps 1, 2 and 3 above. If more than one employee is seeking any available position, the Board shall have the right to determine the order in which offers of employment shall be made.

6. If no employee accepts the final offer of the Board, the Board shall then be free to negotiate with individuals outside the West Long Branch School System concerning said positions.

7. In the event a paid extra-curricular position is held by an individual who is not employed in the West Long Branch School System, the Association shall advise all employees of the availability of said position, and shall advise the Superintendent on or before December 1 of each year of each employee who wishes to be considered for said position for the coming school year, after which the procedure set forth in Steps 1, 2 and 3 will be followed.

8. Separate contracts for paid extra-curricular activities will be issued to employees in the West Long Branch School System at the same time as renewal contracts are issued to teachers in said system.

ARTICLE XVIII

DURATION

This Agreement shall be for the period of ~~July 1, 1974~~
to ~~June 30, 1976~~, except that Article XIV, exclusive of items
one through five listed below the salary guide, may be re-
negotiated for the period from July 1, 1975 to June 30, 1976.

IN WITNESS WHEREOF, the parties have caused their names
to be subscribed by their duly authorized officers and
representatives this 22nd day of May, 1974.

WEST LONG BRANCH
EDUCATION ASSOCIATION

WEST LONG BRANCH
BOARD OF EDUCATION

Earl Feeney Signed

Alvin H. Fried, M.D.

Elizabeth Nelligan Signed

Edwin T. Hunter, Ph.D.

Joan Spiegel Signed

Joseph Meehan

Carol White Signed

Robert Weston

Signed _____
Peter C. Sandilos
Superintendent of Schools

APPENDIX

WEST LONG BRANCH PUBLIC SCHOOLS
WEST LONG BRANCH, NEW JERSEY

TEACHER EVALUATION FORM

Name: _____ Date: _____

Grade/Subject: _____ Year In District: _____

Career Status: 1st Year _____; 2nd _____; 3rd _____ Tenure: _____

I PROFESSIONAL COMPETENCY

A) Professional Growth

- 1) Shows growth in professional attitudes
- 2) Makes use of criticisms and suggestions
- 3) Attends professional meetings and conferences
- 4) Demonstrates increasing understanding of pupils
- 5) Works harmoniously and cooperatively with other professionals and non-professional school workers.

B) Basic Professional Understanding

- 1) Possesses knowledge of subject matter in major and related fields
- 2) Develops meaningful professional and subject matter objectives
- 3) Grasps new professional ideas easily
- 4) Makes use of current problems in teaching
- 5) Demonstrates adaptability to new professional situations with emotional and social maturity
- 6) Uses good professional judgment
- 7) Is resourceful in teaching

II INSTRUCTIONAL PERFORMANCE

A) Creativity

- 1) Exhibits imagination in teaching
- 2) Shows creativity in teaching

B) Subject Matter Competence

- 1) Has a fund of accurate facts, information, and knowledge in the subject matter field
- 2) Knows the subject matter being taught

3) Is acquainted with and utilizes pertinent texts, references, supplementary materials, and illustrative materials

4) Emphasizes and teaches related fields of knowledge

C) Guiding the Pupil

1) Respects pupil personality

2) Is tactful and considerate in dealing with pupils

3) Uses principles of human growth and development in learning situations

4) Provides for differentiated activities and assignments in terms of abilities and needs of pupils

5) Uses effective and continuous motivation leading to pupil self-motivation and self-direction

6) Recognizes and makes educational use of interest, needs and abilities of pupils

7) Maintains classroom atmosphere that is conducive to learning

8) Counsels and guides pupils wisely

9) Demonstrates effective relationships with parents

D) Group Leadership and Control

1) Provides for the development of desirable social attitudes

2) Fosters pupil self-control

3) Is patient, fair, and firm in dealing with behavior problems

4) Assumes responsibility for pupil control in playground, and all non-class activities

E) Planning for Teaching

1) Prepares daily lesson plans carefully well in advance

2) Selects subject matter that is appropriate and functional

3) Selects a variety of teaching methods and techniques

4) Plans a variety of activities to meet needs and interest of pupils

5) Plans for audio-visual aids when appropriate

F) Instruction

1) Is prepared to teach

2) Makes skillful use of many techniques

3) Uses clear, purposeful questions; develops problems to stimulate thinking

4) Uses sufficient and adequate teaching materials effectively and efficiently

5) Stimulates varied pupil participation

6) Communicates effectively with pupils

7) Inspires worthwhile pupil effort

8) Develops good work habits in pupils

9) Utilizes pupil contributions effectively

10) Provides for individual differences, abilities, and needs

11) Plans for and helps the non-participating pupil

12) Plans and observes learning activities of pupils working independently

13) Locates and uses a variety of instructional materials effectively

III PROFESSIONAL ATTITUDES

Ethical Standards

- 1) Has high standards for personal conduct
 - 2) Evaluates critically and constructively
 - 3) Expresses criticism and suggestions appropriately
 - 4) Adheres to professional codes of ethics for teachers
 - 5) Knows and obeys school regulations
-
-
-
-

IV PERSONAL QUALITIES

A) Personal Aspects

- 1) Is animated
- 2) Shows enthusiasm
- 3) Is forceful
- 4) Has patience
- 5) Is sincere
- 6) Is appropriately groomed
- 7) Has good posture
- 8) Meets responsibilities promptly
- 9) Displays initiative

B) Use of English

- 1) Speaks naturally and with grammatical correctness
- 2) Has appropriate vocabulary
- 3) Writes clearly, expressively, and correctly

C) Voice and Speech

- 1) Has clear, pleasant, and expressive voice
- 2) Conveys interest and enthusiasm through voice
- 3) Articulates clearly, correctly, and naturally
- 4) Is free from undesirable speech habits: uneven speech, too rapid speech, affectation

D) Social Adequacy

- 1) Converses easily
- 2) Is interested in people
- 3) Practices appropriate social amenities
- 4) Adjusts to different social groups

E) Steadiness and Poise

- 1) Exercises self-control
- 2) Has appropriate sense of humor
- 3) Is relaxed when teaching
- 4) Maintains stability under trying conditions
- 5) Is resourceful in meeting changing conditions

F) Physical Health

- 1) Possesses sufficient health for regular attendance to duties
 - 2) Has good physical vitality
 - 3) Is energetic
-
-
-
-

V CLASSROOM ADMINISTRATION

- 1) Provides optimum physical conditions for learning and healthful living
 - 2) Keeps classroom neat, attractive, and stimulating
 - 3) Uses efficient and effective classroom routine
 - 4) Is prompt, accurate, and effective in fulfilling administrative-assigned duties: register, records, reports
 - 5) Uses supplies and teaching materials economically
 - 6) Keeps necessary pupil records
-
-
-
-

VI PARENT-TEACHER RELATIONSHIPS

- 1) Recognizes parents as integral part of overall learning situation
 - 2) Advises parents whenever situation calls for communication
 - 3) Is tactful, understanding and sincere in relationships
 - 4) Recognizes the whole school system benefits from effective parent-teacher conferences
 - 5) Is cognizant that parents are seeking the same goal - the best possible education for the child
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VII ACTIVITIES NOT RELATED TO CLASSROOM INSTRUCTION

VIII FINAL EVALUATION

a. For non-tenure teachers only. Do you recommend reappointment?

Yes: _____ No: _____

b. For all teachers: Is increment recommended?

Yes: _____ No: _____

Principal's Signature

TEACHER'S COMMENTS: _____

Teacher's Signature

The signature of the teacher is an indication that he/she has reviewed this evaluation with the evaluator. Any remarks by the teacher should be indicated at that time under "Teacher's Comments."

Three copies of this evaluation are prepared. All are signed by the teacher and principal. All are recieved by the superintendent who completes the section below, retains one copy and returns one copy to the teacher and one copy to the principal.

Date of Review: _____

Signature of Superintendent