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THIS BOOK DOES
NOT CIRCULATE

SPRING LAKE HEIGHTS BOARD OF EDUCATION
SPRING LAKE HEIGHTS TEACHERS ASSOCIATION
AGREEMENT

1969 - 1970

70-71-71-72-

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ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all teachers listed below.

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

Additions or deletions shall be agreed upon by mutual consent.

Betty Sullivan
Avelline O'Mara
Rita Hamill
Margaret Torres
Florence Brener
Ellen D. Cox
Martin E. Gasperski
Margaret G. Byrne
Karen P. Timochko
Douglas McLean

Ardythe Wright
Rita Robbins
Ruth U. Wassmer
Helen Cookson
Richard F. Murphy
Alice G. Gipe
Brett Dermond
Helen Saunders
Margaret Dammann
Andrew Luhman

ARTICLE II

GRIEVANCE PROCEDURE

DEFINITION:

1. An "aggrieved person" is the person or persons making the claim.
2. Grievance shall mean a complaint by an employee.
 - A. That there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the agreement.
 - or B. 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) a method of review is prescribed by law or state board rule having the force and effect of law, or (b) the Board of Education is without authority to act or (c) 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.
3. A "party in interest" is the person or persons making the claim.

POLICY:

1. In order to solve school district problems, to foster a spirit of professional discussions in good faith on grievances every employee of the Spring Lake Heights Board of Education shall have the right to make known his grievance free from restraint, interference or coercion in presenting grievances and proposals, and shall suffer no discrimination or reprisals for so doing.
2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and a reasonable effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

ARTICLE II
GRIEVANCE PROCEDURE

3. 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, a reasonable effort shall be made to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

INDIVIDUAL GRIEVANCE PROCEDURES

1. Any employee who has a grievance shall discuss it first with the Principal in an attempt to resolve the matter informally at that level. 1
2. If as a result of the discussion the matter is not resolved to the satisfaction of the employee within five school days, he shall set forth his complaint in writing to the Principl. The Principal shall communicate his decision to the aggrieved in writing within five school days of receipt of the written complaint. 2
3. If, as a result of the decision of the Principal, the aggrieved is still not satisfied, the employee may take the matter to the President of the Teachers Association and the two association members of the Teacher-Board Relations Committee,
 - A. If this portion of the Teacher-Board Relations Committee feel the grievance is allowable, they will notify the Chairman of said committee in writing.
 - B. Upon written notification and request the Chairman of the Teacher-Board Relations Committee shall call a meeting of all its members. This meeting shall convene within five working days of said request. 3
4. If the full Teacher-Board Relations Committee feels the grievance does not have merit and is not allowable, the aggrieved shall have the right to appeal to the Board of Education.
5. If the membership of the Teacher-Board Relations Committee finds the grievances not allowable and without merit the aggrieved must then submit in writing, through the Principal and with all related papers within five school days a request to meet with the Board of Education.
6. The Board of a committee thereof, shall review the grievance, hold a meeting with the aggrieved, and all concerned parties if requested, and render a decision in writing within thirty school days.

GRIEVANCE PROCEDURE CONT.

7. 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.
8. All decisions on grievances made by the Principal are subject to review and approval or denial by the Board of Education.
9. The decision of the Board of Education is final unless set aside by some agent or agency in still higher authority.

GROUP GRIEVANCES:

Group grievances shall follow the same prescribed procedure in the individual grievance procedure.

In addition to the procedure the following time schedule shall be followed:

1. Upon written request the Chairman of Teachers-Board Committee hold a meeting within 10 days of receipt of said request.
2. The said Committee shall meet not more than once per month unless agreed upon by all members of said committees.
3. The Board of Education, upon their completion of meeting with the Teachers Committee shall render a decision in writing to the concerned group within 30 calendar days.

The above procedures do not preclude the individual teacher or teachers representatives from carrying on conversations with and resolving problems through the Principal of the school district.

All other controversies and disputes are to be handled in accordance with Title 18A

ARTICLE III

TEACHERS RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to 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. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the association and its affiliates, 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.

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 not be made public but shall be subject to the grievance procedure herein set forth.

Whenever any teacher is required to appear before the 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, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and cleared with school calendar.

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 of the time and place of all such meetings approval shall be granted if no conflict is indicated.

The Board shall grant one day's absence with pay to the President of the Association as requested during his term in office for official business.

ARTICLE V

PAYMENT FOR CO-CURRICULAR SERVICES

No payment will be made to any teacher for co-curricular services as long as these duties are fairly shared by the entire faculty. The trip which the Eighth Grade takes each year, however, shall be considered a special case and though the Board recognizes no obligation under the law to pay the teachers for this service, it will do so at the rate of \$25.00 per teacher for the trip.

ARTICLE VI

SALARIES

The salaries of all teachers covered by this Agreement are set forth in schedule "A" which is attached hereto and made a part hereof.

1. Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June.
2. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
3. Teachers shall receive their final checks on the last working day in June provided all records and reports are properly completed and submitted to the Principal.
4. Teachers shall receive contracts by March 15th unless another date is mutually agreed upon.

ARTICLE VII

TENURE TEACHERS EVALUATION

A tenure teacher shall be given a copy of an evaluation report prepared by his evaluators no later than April 1.

Any complaints regarding a tenure teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating the teacher 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.

1. Prior to any annual evaluation report, the Principal of a tenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his performance as a teacher.

2. Supervisory reports shall be presented to the Board periodically in accordance with the following procedures:

A. Such reports shall be issued in the name of the Principal based upon a compilation of reports and observations.

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.

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

ARTICLE VIII

NON TENURE TEACHER EVALUATION

A. Supervisory reports of the nature provided for tenure teachers will not be made of a non-tenure teacher.

B. A report grading a non-tenure teacher's ability and/or performance in various categories, such as preparation, delivery of material, classroom discipline, and appearance will be provided. The report will also outline any suggested measures which the teacher should take to improve his performance in areas wherein weaknesses have been indicated.

C. This report is to be provided for a non-tenure teacher at least three (3) times a year. The first not later than November 1, the second not later than January 1, and the last not later than March 1.

D. A non-tenure teacher shall be given a copy of such report at a conference between the Supervisor and teacher and shall have the right to discuss such rating or evaluation with the Supervisor and append their comments before it is placed in their personnel file.

ARTICLE IX

SICK LEAVE

As of September 1, 1969, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

As of the beginning of the 1969-70 school year, teachers shall be entitled to the following temporary non-accumulative leave of absence with full pay each school year:

1. One (1) day's leave of absence for personal reasons. Application to the teacher's Principal or other immediate superior for personal leave shall be made at least seven (7) 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. This leave cannot be taken the day before or the day after a school holiday.
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.
3. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature if the Board approves.
4. Up to two (2) days for one (1) representative of the association to attend conferences and conventions of state and national affiliated organizations.
5. Time necessary for appearances in any legal proceeding connected with teacher's employment or with the school system. In any other legal proceeding, if the teacher is required by law to attend, there may be granted by the Principal up to a maximum of two (2) days.
6. (A) Up to five (5) days at any time in the event of death of a member of the teacher's immediate family. The term immediate family shall include the following: wife, husband, father, mother, child, brother, sister or a relative who at the time of death has been a member of the teacher's household.

(B) Death other than the immediate family, one (1) day shall be granted.

ARTICLE X
TEMPORARY LEAVES OF ABSENCE

7. Up to two (2) days in case of serious illness in immediate family.

8. Other leaves of absence with pay may be granted by the Board for good reasons.

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

ARTICLE XI

INSURANCE PROTECTION

As of the beginning of the 1969-70 school year, the Board will pay full family coverage for State of New Jersey public and school employees health benefit program.

ARTICLE XII

DEDUCTIONS FROM SALARY

The Board agrees to deduct from the salaries of its teachers dues for the Spring Lake Heights Teacher's Association, the Monmouth County Education Association, the New Jersey Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967(NJSA 52:14-15.9#) under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Spring Lake Heights Teacher's Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

This agreement shall constitute a board policy for the term of said agreement, and the board shall carry out the commitments contained herein and give them full force and effect as board policy.

If any provision of the 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.

Any individual contract between the board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

Copies of the agreement shall be printed at the expense of the Board within thirty (30) days after the agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of the agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at, Mr. W. Robert Murnin
723 Pitney Drive
Spring Lake Heights,
New Jersey

ARTICLE XIII
MISCELLANEOUS PROVISIONS

2. If by Board, to Association at, Mrs. Ellen D. Cox
Spring Lake Heights School
Spring Lake Heights,
New Jersey

or

18 St. Clair Avenue
Spring Lake Heights
New Jersey

ARTICLE XIV

DURATION OF AGREEMENT

This agreement shall be effective as of September 3, 1969 and shall continue in effect until June 30, 1970 subject to the Association's right to negotiate over a successor agreement as provided in Article II. This agreement shall not be extended orally and it is expressly understood that it shall expire of the date indicated.

In Witness whereof the Association has caused this agreement to be signed by its President and Secretary and the Board has caused this agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day year first above written.

Spring Lake Heights
Teachers Association

By Ellen D. Coif
President

By Margaret Hammann
Secretary

Spring Lake Heights
Board of Education

By W. Robert Murnin
President

By Connelina Schlegel
Secretary

AGREEMENT

In accordance with the provisions of Title 34, Chapter 13A-1 of Senate Bill No. 746 effective July 1, 1968, the Board of Education of the Borough of Spring Lake Heights and the Spring Lake Heights Teachers' Association, for themselves, their successors and assigns, hereby mutually agree as follows:

The Board of Education of the Borough of Spring Lake Heights, as a consequence of negotiations under laws stated heretofore, and the Spring Lake Heights Teachers' Association has negotiated a salary guide for the years 1969-70 and 1970-71, copies of which are annexed hereto and made a part hereof.

ATTEST:

Cornelius Schipper
Cornelius Schipper, Secretary

SPRING LAKE HEIGHTS BOARD OF
EDUCATION

By: John Hetz
John Hetz, President

ATTEST:

Margaret Hammann
Secretary

SPRING LAKE HEIGHTS TEACHERS'
ASSOCIATION

By: Brett Dermond
Brett Dermond, President

SALARY GUIDE 1969-70

Spring Lake Heights School

Spring Lake Heights

N. J.

	<u>N.D.</u>	<u>B.A.</u>	<u>B.A. & 30</u>	<u>M.A.</u>
1.	6100	6500	6800	7000
2.	6450	6850	7150	7350
3.	6800	7200	7500	7700
4.	7150	7550	7850	8050
5.	7500	7900	8200	8400
6.	7850	8250	8550	8750
7.	8200	8600	8900	9100
8.	8550	8950	9250	9450
9.	8900	9300	9600	9800
10.	9250	9650	9950	10,150
11.	9600	10,000	10,300	10,500
12.	9950	10,350	10,650	10,850
13.	10,300	10,700	11,000	11,200

It is understood and agreed this salary guide applies to all classroom teachers in this system and the steps on the guide are determined in accordance with policies adopted by the Board of Education heretofore. Teachers are entitled to a position on the guide on a basis of service in the Spring Lake Heights School System plus whatever experience and military service advantages are allowed them by the Board of Education on an individual basis. The terms B.A. and M.A. are intended to embrace the degrees in arts or sciences if the degree makes the teacher eligible for certification in accordance with the regulations of the State Department of Education. This guide is adopted, together with an additional guide for the year 1970-71, and the two together are binding upon the Board of Education and the teachers association until June 30, 1971.

SALARY GUIDE 1970-71

Spring Lake Heights School

Spring Lake Heights

N. J.

	<u>N.D.</u>	<u>B.A.</u>	<u>B.A. & 30</u>	<u>M.A.</u>
1.	6600	7000	7300	7500
2.	6950	7350	7650	7850
3.	7300	7700	8000	8200
4.	7650	8050	8350	8550
5.	8000	8400	8700	8900
6.	8350	8750	9050	9250
7.	8700	9100	9400	9600
8.	9050	9450	9750	9950
9.	9400	9800	10,100	10,300
10.	9750	10,150	10,450	10,650
11.	10,100	10,500	10,800	11,000
12.	10,450	10,850	11,150	11,350
13.	10,800	11,200	11,500	11,700

It is understood and agreed this salary guide applies to all classroom teachers in this system and the steps on the guide are determined in accordance with policies adopted by the Board of Education heretofore. Teachers are entitled to a position on the guide on a basis of service in the Spring Lake Heights School System plus whatever experience and military service advantages are allowed them by the Board of Education on an individual basis. The terms B.A. and M.A. are intended to embrace the degrees in arts or sciences if the degree makes the teacher eligible for certification in accordance with the regulations of the State Department of Education. This guide is adopted, together with an additional guide for the year 1969-70, and the two together are binding upon the Board of Education and the teachers association until June 30, 1971.