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AGREEMENT

BETWEEN THE

SPRING LAKE EDUCATION ASSOCIATION

AND THE

SPRING LAKE BOARD OF EDUCATION

1976 - 1977

## ARTICLE I RECOGNITION

A) The Spring Lake Board of Education (hereinafter referred to as the "Board") recognizes the Spring Lake Education Association (Hereinafter referred to as the "Association") as the sole and exclusive collective bargaining representative for all Teachers, including Head Teacher, and the School Nurse, excluding custodians, per diem substitute Teachers, office employees, supervisory personnel and secretaries.

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

## ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into negotiations for a successor Agreement not later than October 1, of the calendar year preceding the calendar year in which this Agreement expires.

ARTICLE III  
GRIEVANCE PROCEDURE

For the purpose of this agreement a grievance is defined as a claim by a teacher or the Association based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting the terms and conditions of employment of a teacher or a group of teachers, arising after the execution of this agreement and prior to the termination of this agreement, with the exception of those subjects specifically excluded by this agreement from the grievance procedure as provided for in Articles IX, X, XIII and XIV of this agreement.

Grievances shall be processed immediately in accordance with the provisions herein set forth.

Step 1 - Informal Meeting with the Principal

A teacher having a grievance, with or without an association representative present, shall first discuss it with the Principal. The Principal shall give his answer within three (3) school days. A grievance under Step 1 must be taken up with the Principal within twenty (20) calendar days after the grievance arises or the grievance shall be deemed to be waived.

Step 2 - Written Grievance

If the answer given in Step 1 is not satisfactory the grievant may submit a written grievance to the Association Grievance Committee. The written grievance must be submitted by either the Grievance Committee or the grievant to the principal within three (3) school days after the Principal's answer in step 1 or the grievance shall be deemed waived.

A formal meeting may then be called between the Principal, the grievant, and, or the Chairman of the Grievance Committee within two (2) school days to discuss the grievance.

The Principal shall render a decision on the grievance within three (3) school days after this meeting.

#### Step 3 - Formal Meeting With the Board of Education

If the grievance is not satisfactorily received under Step 2, the grievant or the Grievance Committee may submit a written grievance to the Board of Education and arrange a meeting, to be held with the Board within five (5) days. (school days). A written grievance must be submitted to the Board within three (3) school days after the Principal's decision in Step 2, or else the grievance shall be deemed waived.

The Board will render a written decision on the grievance within ten (10) school days after the meeting.

The decision of the Board, on any grievance, except those which may be subject to arbitration, shall be final and binding on the parties and the grievant subject to the provisions of the New Jersey Education Law, Title 18 A, New Jersey Revised Statutes and existing legislation.

#### Step 4 - Arbitration

For the purpose of the arbitration provisions of this agreement, a grievance is defined as, and is expressly limited to a dispute, complaint or misunderstanding Arising out of the express written provisions of this agreement, and occurring during the term of this agreement, with the exception of those subjects specifically excluded from the grievance procedure by this agreement as provided in Articles IX, X, XIII and XIV of this agreement.

If a grievance involving a dispute, complaint or misunderstanding, regarding wages, hours or working conditions, arising out of the express written provisions of this agreement is not satisfactorily resolved under the Step 3, then the grievant may, within 3 days after the decision by the Board, request in writing the Association Grievance Committee to submit the grievance to arbitration. If this written request is not timely filed the grievance shall be deemed waived. Only the Association Grievance Committee or the Board, if they determine that the grievance is meritorious, may submit the grievance to arbitration within five (5) school days after receipt of a request by the aggrieved person.

If the Association Grievance Committee or the Board does not submit the grievance to arbitration within five (5) school days of the written request to submit the grievance to arbitration the grievance shall be deemed waived.

Within ten (10) school days after such written notice of submission to arbitration, the Board of Education and the Association Grievance Committee may agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period then the selection of an arbitrator and the arbitration shall proceed through the voluntary labor arbitration rules of the American Arbitration Association.

The arbitrator's award shall be in writing and shall set forth the findings of fact and conclusion(s) on the issue(s) submitted to him. The jurisdiction and authority of the arbitrator and his award shall be limited by the submission and confined exclusively to the interpretation of the

explicit provision or provisions of this agreement at issue between the Association and the Board of Education. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify the provisions, terms or conditions of this agreement or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement. The arbitrator shall have no authority to make any award contrary to or inconsistent with existing laws.

The arbitrator shall have the authority to order or deny reinstatement of a teacher with or without back pay in full or part. In the event there is an award of any back pay, any earnings of the teacher and any unemployment compensation insurance kept by the teacher during his period of unemployment shall be offset and deducted from the arbitrator's award.

The Association and the Board shall share equally the payment of the fees and expenses of the arbitrator and any expenses of the American Arbitration Association.

E) Names and addresses of new teachers shall be released to the Association upon appointment, after a request for such information is made by an appropriate Association representative.

F) Duties and responsibilities of teachers involving student supervision outside of regular class work shall be clearly explained to all teachers. This provision shall in no way restrict the assignment of temporary duties when conditions require as determined by the Principal or the Board.

G) Upon presentation of duly executed authorization by the teachers, the Board shall deduct from the first pay of each month the monthly Association dues and remit them to an appropriate official of the Association who certifies in writing that he or she is authorized to collect said dues.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A) The Board agrees to make available to the Association minutes of all Board meetings as they become available to the Board.
- B) When at the request or approval of the Principal or the Board, an Association representative, and, or teacher, participates during working hours in negotiations or in any step of the grievance procedure, he shall suffer no loss in pay.
- C) The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided there are no additional costs involved in making available the buildings or necessary services, and the buildings and services are available. Any additional costs incurred as a result of furnishing such buildings or services shall be borne by the Association. The Principal shall be notified in writing 24 hours in advance of the time and place of such meetings.
- D) The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall provide all materials and supplies used and shall pay for any repairs necessitated as a result of misuse.



E) Names and addresses of new teachers shall be released to the Association upon appointment, after a request for such information is made by an appropriate Association representative.

F) Duties and responsibilities of teachers involving student supervision outside of regular class work shall be clearly explained to all teachers. This provision shall in no way restrict the assignment of temporary duties when conditions require as determined by the Principal or the Board.

G) Upon presentation of duly executed authorization by the teachers, the Board shall deduct from the first pay of each month the monthly Association dues and remit them to an appropriate official of the Association who certifies in writing that he or she is authorized to collect said dues.

ARTICLE VII

TEACHING HOURS

The normal in-school work day shall consist of a maximum of 6 3/4 hours. The starting and terminal time of the in-school work day to be determined by the Board in its sole judgment and discretion.

Teachers shall not be required to perform lunchroom or playground duties during their forty minute lunch period, except as may be necessitated by emergency conditions.

Teachers may leave five minutes after the dismissal bell on school days ending the school week.

Teachers may be required to remain until 3:45 p.m., without additional compensation, for the purpose of attending faculty meetings or other professional meetings, meetings with parents, and giving additional assistance to children when circumstances so warrant.

ARTICLE VIII

NON-TEACHING DUTIES

A teacher may use his automobile for school business, providing he gets advanced written approval of the Principal. In such a case he shall be reimbursed at a rate of ten cents (10¢) per mile for the use of his automobile.

Whenever circumstances reasonably permit, teachers shall not be required to correct standardized tests on a school-wide basis.

Teachers shall not be required to maintain State Registers of attendance.

Teachers will be reimbursed \$25.00 per credit hour to a maximum of six credit hours per year for graduate courses taken in the field of education as approved by the Board of Education. Courses taken for certification cannot be included.

ARTICLE IX

TEACHER EMPLOYMENT

A). The Board may in its sole discretion grant to a teacher, upon initial employment or anytime prior to the time a teacher is granted tenure, salary credit for outside teaching experience in a public school or private school in accordance with the following formula:

One (1) year of salary credit for each of the first five (5) years of outside teaching experience.

One-half ( $\frac{1}{2}$ ) year of salary credit for each of the next ten (10) years of outside teaching experience.

It is understood and agreed that the granting of such salary credit prior to a time a teacher is granted tenure is within the sole and exclusive discretion of the Board and any such decision of the Board shall be final and binding and excluded from the grievance procedure in this Agreement.

B) Upon the granting of tenure to any teacher, said teacher shall receive salary credit for outside teaching experience in a public or private school in accordance with the following formula:

One (1) year of salary credit for each of the first five (5) years of outside teaching experience.

One-half ( $\frac{1}{2}$ ) year of salary credit for each of the next ten (10) years of outside teaching experience.

ARTICLE X

TEACHER ASSIGNMENTS AND TRANSFERS

The parties agree that the Spring Lake Board of Education has and retains the sole right, jurisdiction, authority and responsibility to hire, assign, promote, transfer, whether voluntarily or involuntarily, teachers within the School District and to assign classes and room assignments to teachers and to maintain the efficiency of the School District. Any decision of the Board as to the hiring, promotion, assignment or transfer, whether voluntarily or involuntarily, of a teacher or as to the assignment of classes, subject assignment or rooms shall be final and binding on the parties and shall be excluded from the grievance procedure of this Agreement.

All teachers shall be given written notice of their salary schedules, class and, or subject assignments for the forthcoming year no later than April 15, and notice of their room assignments no later than June 1.

New teachers shall be given notice of assignments as soon as practicable and except in cases of emergency, no later than July 1.

If the Board in its discretion changes such schedules, class and, or subject assignments or room assignments the teacher affected shall be so notified of the reasons therefor.

Teachers presently employed in the school system may be given preference for teaching vacancies. When teaching vacancies or new teaching positions occur they shall be posted on the bulletin board.

If the Board in its discretion involuntarily transfers a teacher the teacher affected shall be notified promptly of the reasons therefor.

#### ARTICLE XI

##### JOINT FACULTY-BOARD EDUCATIONAL COMMITTEE

The parties agree to set up a joint committee, comprised of two (1) teachers, two (2) Board members and the principal, which shall have monthly meetings if needed to discuss the educational needs of the school.

#### ARTICLE XII

##### TEACHER EVALUATION

- A) 1. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited in evaluating the work performed by a teacher.
2. Teachers shall be evaluated only by duly qualified individuals.
3. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No evaluation report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher if requested by the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- B) Final evaluation of a teacher upon termination of his employment shall be conducted prior to severance and no documents and, or other materials shall be placed in the personnel file of such teacher after severance.

ARTICLE XIII

SICK LEAVE PAY

A) Sick leave with pay shall be granted to each employee according to the following schedule:

<u>Years of Teaching or Service In Spring Lake</u>	<u>Number of Days Allowed</u>
From the first day of teaching or service through the fifth year	10 days
From the first day of the sixth year through the tenth year	12 days
From the first day of the eleventh year and above	15 days

All unused sick days up to a maximum of ten (10) sick days per school year may be accumulated. Certificates of illness by a physician may be requested by the Board or Principal after three (3) consecutive days absence.

B) When a teacher has exhausted his total accumulated sick leave and is absent because of illness, the Board in its sole discretion may:

1. Consider on an individual basis the granting of extended sick leave.
2. Consider continuing the teacher's pay less the substitute teacher's pay.
3. Deduct 1/200th of the teacher's annual salary for each additional day of illness.

Any decision of the Board regarding paragraph B hereof shall be final and binding on the parties and excluded from the grievance procedure of this Agreement.

ARTICLE XIV

TEMPORARY LEAVE OF ABSENCE

A) As of the beginning of the 1970 school year, teachers shall be entitled to the following non-cumulative leaves of absence with

full pay each school year:

1. Two (2) days leave of absence for personal reasons which require absence during school hours. This time cannot be used to extend vacation periods. Application to the teacher's Principal or immediate superior for personal leave shall be made where possible two (2) days before taking such leave and the applicant shall not be required to state the reason for taking such leave other than that he is taking it under such section.

2. Up to two (2) days per school year for observance of Jewish religious holidays where said observance prevents the teacher from working on said days.

3. Two (2) days absence a year non-cumulative with pay will be granted to teachers who are absent because of illness in the immediate family. Substitute salary will be deducted for each additional day of absence up to a maximum of ten (10) days and thereafter the teacher's pay shall cease unless this period is extended by the Board in its sole discretion.

4. Up to four (4) days at any one time in the event of death in the employee's immediate family. The term immediate family shall be understood to include only the following: wife, husband, father, mother, child, brother, sister, mother-in-law, father-in-law or other relative who is a member of the household.

One (1) day will be granted in the event of the death of a teacher's relative outside the immediate family as defined above.

B) The Board or the Principal may, in their sole discretion, grant time off with pay to teachers attending meetings or conferences of an educational and professional nature.

C) The Board or the Principal may, in their sole discretion, grant time off with pay for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any



other legal proceeding if the teacher is required by law to attend.

D) The Board may, in its sole discretion, grant time off with pay to teachers called into temporary active duty of any unit of the United States Reserves or the State National Guard.

E) The Board may, in its sole discretion, grant additional leaves of absence with or without pay. Any such decision of the Board shall be final and binding and shall not be subject to the grievance procedure of this Agreement. Teachers who are granted leaves of absence without pay shall forfeit 1/200th of their annual salary for each day of such leave.

Leaves of absences taken without the prior approval of the Board shall constitute just cause for any disciplinary action taken against said teacher.

ARTICLE XV  
MATERNITY LEAVE

A teacher shall notify the Principal of her pregnancy as soon as it is medically confirmed. Said teacher shall be placed on maternity leave without pay commencing at a reasonable time prior to the anticipated date of birth and terminating no later than twenty four (24) months after said birth. In the event of a stillbirth or death of a child, the teacher, if she so elects, may return to her position when physically able to perform her duties.

ARTICLE XVI

INSURANCE

The Board of Education agrees to provide full hospitalization and medical coverage during the term of this agreement for full time employees and their families, in accordance with the New Jersey State Health Benefits Program.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which a teacher is requested by the school administration to take, provided that any such professional education is not required to earn a degree or certification.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A) 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.

B) Copies of This Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers.

C) 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 this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at Tuttle Ave., Spring Lake, N.J.  
(address)
2. If by Board, to Association at Tuttle Ave., Spring Lake, N.J.  
(address)

D) This Agreement incorporated 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.

E) This Agreement shall not be modified in whole or in part by the parties except by a written instrument duly executed by both parties.

F) Any teacher suspended without just cause shall receive retroactive pay from the date of suspension.

Agreement

Reference is hereby made to the collective bargaining agreement between the Spring Lake Board of Education (herein called "Board") and the Spring Lake Teachers Association (herein called "Association") effective September 1, 1972, as amended, (herein called the "Teachers Contract").

The Board and Association hereby consent and agree that Article XIX of the Teachers Contract shall be amended to read as follows:

"E. ARTICLE XIX - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1976 and shall continue in full force and effect for a period of two (2) years, ending August 31, 1978, except that the Association may reopen the Agreement, to negotiate a Salary Guide for the 1977-1978 school year. It is expressly understood by the parties hereto that the reopening of this Agreement shall be limited to the negotiation of a Salary Guide for the 1977-1978 school year."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_\_ day of March, 1976.

Spring Lake -  
Teachers Association

BY: Barbara A. Fox

BY: Thomas W. Chittaro

BY: Dorothy N. Rembold

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Spring Lake  
Board of Education

BY: Patricia Rice

BY: John L. ...

BY: Julianne Blister

BY: [Signature]

BY: [Signature]

SUPPLEMENTAL AGREEMENT

Agreement made and entered into this \_\_\_\_\_ day of March, 1976, by and between the SPRING LAKE TEACHERS ASSOCIATION ("Association") and the SPRING LAKE BOARD OF EDUCATION ("Board").

Reference is made to the collective bargaining agreement between the Association and the Board, effective September 1, 1972, as amended, (herein called the "Teachers Contract").

Pursuant to the terms of the Teachers Contract, the Association and the Board hereby agree to amend the Teachers Contract by adopting the attached salary guide as the 1976-1977 school year salary guide for all teachers represented by the Association.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the date and year first above written.

SPRING LAKE -  
TEACHERS ASSOCIATION

By: Barbara A. Ford

By: Thomas W. Chilton

By: David P. [unclear]

By: \_\_\_\_\_

By: \_\_\_\_\_

SPRING LAKE -  
BOARD OF EDUCATION

By: Patricia Rice

By: [unclear]

By: Virginia B. [unclear]

By: [unclear]

By: W. J. [unclear]

TEACHERS SALARY GUIDE

1976 - 1977

BACHELOR'S DEGREE

MASTERS DEGREE IN RELATED  
EDUCATIONAL FIELD

<u>Step</u>	<u>B</u>	<u>B+20</u>	<u>M</u>	<u>M+20</u>
1	9750	10150	10550	10950
2	10150	10550	10950	11350
3	10550	10950	11350	11750
4	10950	11350	11750	12150
5	11450	11850	12250	12650
6	11950	12350	12750	13150
7	12550	12950	13350	13750
8	13150	13550	13950	14350
9	13750	14150	14550	14950
10	14350	14750	15150	15550
11	14950	15350	15750	16150
12	15650	16050	16450	16850
13	16350	16750	17150	17550
14	17050	17450	17850	18250

1. All credits above Degree Level must be earned after September 1, 1967 and while under contract with the Spring Lake Board of Education.
2. Credits earned for teaching certification cannot be credited for increments above degree levels.
3. No teacher shall be denied a salary increment as provided for herein except for just cause and after being notified in writing of the reason (s) for said denial.



APPENDIX B

Teachers who perform the following extra curricular duties shall be compensated as follows:

Chairman	\$300.00 per year
Safety Patrol	\$250.00 per year
Head Teacher	\$250.00 per year

It is understood and agreed that the Board has the sole authority to choose teachers to fill the above extra curricular duties or to eliminate any of the above duties.

The Board may, in its sole discretion, request a teacher(s) to perform the coaching duties in the following sports. If these coaching duties are performed by a teacher(s) he or she shall be compensated as follows:

Soccer coach	\$250.00 per year
Basketball coach	\$350.00 per year
Baseball coach	\$250.00 per year
Softball coach	\$200.00 per year
Girls basketball coach	\$200.00 per year
Intramural coach	\$200.00 per year

SCHEDULE C

The Board agrees to use a summer payment plan according to Title 18A:29-3 for those teachers requesting this payment plan by July 1st.