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P O I N T P L E A S A N T B E A C H

T E A C H E R A G R E E M E N T

1973-74

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RECOGNITION

1. Pursuant to Chapter 303, Public Laws of 1968, the Board of Educa-
2. tion of the Borough of Point Pleasant Beach hereby recognizes the Point
3. Pleasant Beach Teachers Association as the majority representative for
4. collective negotiations concerning terms and conditions of employment for
5. the school year 1973-74, beginning July 1, 1973, and ending June 30, 1974,
6. for the following classes of employees of the district:
7. A. All teaching personnel under contract, including librarians, guidance
8. counselors, learning disabilities specialist, coaches, extra-curricular
9. personnel, department heads, nursing personnel, and personnel on maternity
10. leave, and including hourly or part-time Chapter 46 and Title I teachers, but
11. excluding:
 12. 1. Superintendent, principals, vice principals, guidance
 13. director, certified supervisors, office, clerical, custo-
 14. dial, maintenance, cafeteria employees, teacher aides,
 15. psychologist and social worker.
 16. 2. Per diem, part-time, and hourly employees other than
 17. employees in A above, and all other employees of the
 18. Board.
19. B. Any new classes of employees to be included for recognition are to be
20. mutually discussed and agreed upon.
21. C. Unless otherwise indicated, the term "teachers" when used hereinafter
22. in this Agreement shall refer to all professional employees in the negotiating
23. unit as above defined, and reference to male teachers shall include female
24. teachers.

NEGOTIATION PROCEDURE

1. A. The parties agree to enter into collective negotiations over a
2. successor Agreement in accordance with Chapter 303, Public Laws 1968
3. in a good-faith effort to reach agreement on all matters concerning the
4. terms and conditions of teachers' employment. Such negotiations shall
5. begin no later than October 1 of the calendar year preceding the calendar
6. year in which this Agreement expires and shall operate under the ground
7. rules established by the negotiating parties as the first order of
8. business, or as those rules are modified through mutual agreements. It
9. is recommended that at the first meeting both parties present their
10. total bargaining changes for the negotiating year, including salary pro-
11. posals and extra-curricular schedule, and that ground rules shall have
12. been worked out, and signed, prior to the first meeting. There shall be
13. no postponement of negotiating sessions of more than one week in case
14. of illness of a member of either party to the negotiations. Any agreement
15. so negotiated shall apply to all teachers, be reduced to writing, be signed
16. by the Board and the Association, and be adopted by the Board.
17. B. During negotiations, the Board and the Association shall present
18. relevant data, exchange points of view and make proposals and counter-
19. proposals. The Board shall make available to the Association for
20. inspection all records in the public domain of the Point Pleasant Beach
21. School District, together with computations of the costs of proposals and
22. counter-proposals submitted by either the Board or the Association.
23. C. Neither party in any negotiations shall have any control over the
24. selection of the negotiating representatives of the other party. The
25. parties mutually pledge that their representatives shall be clothed with

Negotiation Procedure

1. all necessary power and authority to make proposals, and make counter-
2. proposals in the course of negotiations.

3. D. Except as this Agreement shall hereinafter otherwise provide,
4. all terms and conditions of employment applicable on the effective date
5. of this Agreement to employees covered by this Agreement as estab-
6. lished by the rules, regulations and/or policies of the Board that are in
7. force on said date and have been submitted to the Association, in writing,
8. on or before October 1, shall continue to be so applicable during the
9. term of this Agreement. Unless otherwise provided in this Agreement,
10. nothing contained herein shall be interpreted and/or applied so as to
11. eliminate, reduce nor otherwise detract from any teacher benefit exist-
12. ing prior to its effective date.

13. E. The Board agrees not to negotiate concerning said employees in the
14. negotiating unit as defined in ARTICLE I of this Agreement, with any
15. organization other than the Association for the duration of the Agreement.

16. F. This Agreement incorporated the entire understanding of the parties
17. on all matters which were or could have been the subject of negotiation.
18. During the term of this Agreement neither party shall be required to
19. negotiate with respect to any such matter whether or not covered by this
20. Agreement and whether or not within the knowledge or contemplation of
21. either or both of the parties at the time they negotiated or executed this
22. Agreement.

23. G. Clarification Procedures:

24. 1. Representatives of the Board and the Association's negotiating com-

Negotiation Procedure

1. mittee shall meet at the request of either party for the purpose of clarify-
2. ing any questions that may arise concerning the administration of the
3. Agreement. These meetings are not intended to bypass the grievance
4. procedure.
5. 2. Each party shall submit to the other, at least three (3) days prior to
6. such a meeting, an agenda covering matters they wish to discuss.
7. 3. These meetings between the parties shall be scheduled, whenever
8. possible, to take place when the teachers involved are free from as-
9. signed instructional responsibilities, unless otherwise agreed.
10. 4. Should a mutually acceptable amendment to this Agreement be ne-
11. gotiated by the parties, it shall be reduced to writing, be signed by the
12. Board and the Association, and be adopted by the Board.

GRIEVANCE PROCEDURE1. A. Definitions

2. The term "grievance" means a complaint by any employee that, as to
3. him, there has been an inequitable, improper, or unjust application, inter-
4. pretation, or violation of a policy, agreement, or administrative decision
5. affecting said employee.

6. The term "grievance" and the procedure relative thereto, shall not be
7. deemed applicable in the following instances:

8. (1) The failure or refusal of the Board to renew a contract
9. of a non-tenure employee, provided evaluation procedures
10. have been followed in accordance with the Board of Educa-
11. tion policy as stated in Schedule F;

12. (2) In matters prescribed either by law, or by any rule,
13. regulation, or by decision of the State Commissioner of
14. Education or the State Board of Education, or by the
15. courts of the State of New Jersey;

16. (3) In matters involving the sole and unlimited discretion
17. of the Board, except that teachers not satisfied with a
18. decision rendered at Level One, that is, by informal
19. discussion with a principal or immediate supervisor, may
20. proceed with a grievance as far as Level Three, without
21. prejudice.

22. B. Purpose

23. 1. The purpose of this procedure is to secure, at the lowest possible
24. level, equitable solutions to the grievances which may from time to

Grievance Procedure

1. time arise affecting the welfare or terms and conditions of employment
2. of teachers. Both parties agree that these proceedings will be kept as in-
3. formal and confidential as may be appropriate at any level of the pro-
4. cedure.

5. 2. Nothing herein contained shall be construed as limiting the
6. right of any teacher having a grievance to discuss the matter informally
7. with any appropriate member of the administration, and having the
8. grievance adjusted without intervention of the Association, provided
9. the adjustment is not inconsistent with terms of this Agreement and that
10. the Association has been given the opportunity to be present at such ad-
11. justment.

12. C. Procedure

1. 1.
13. (a) Since it is important that grievances be processed as rapidly
14. as possible, the number of days indicated at each level should be con-
15. sidered as a maximum and every effort should be made to expedite the
16. process. The time limits specified may, however, be extended by mutual
17. agreement.

18. (b) A grievance shall be initiated within ten (10) school days fol-
19. lowing the act or condition which is the basis of a complaint.

20. (c) When a teacher learns of an act or condition which is griev-
21. able to him, and when it is impossible to satisfy the ten (10) school day
22. limitation, he shall file the grievance within ten (10) school days of the
23. time he learned or was informed of such act or condition.

Grievance Procedure

1. (d) A grievance that cannot be processed within the ten (10)
2. school day limit above in 1 (c) because of the close of school or the ex-
3. piration date of the contract may still be processed as any other grievance.
4. If there is no successor agreement in force at this time, the grievance
5. shall be processed under the most recent agreement.

6. If a grievance is in process at the time a successor agreement
7. goes into effect, the balance of the processing for that grievance shall be
8. under the terms in effect at the time the processing was started.

9. 2. Level One

10. A teacher with a grievance shall first discuss it with his
11. principal or immediate superior, either directly or through the Associa-
12. tion's designated representative, with the objective of resolving the matter
13. informally. Decisions rendered at Level One which are unsatisfactory to
14. the teacher and all decisions rendered at subsequent levels of the Grievance
15. Procedure shall be in writing, setting forth the decisions and reasons there-
16. fore, and shall be transmitted promptly to the teacher, the Superintendent,
17. and to the Association.

18. 3. Level Two

19. If the teacher is not satisfied with the disposition of his grievance
20. at Level One, or if no decision has been rendered within five (5) days of
21. school after presentation of the grievance, he may file the grievance, in
22. writing, with the Association within five (5) school days after decision at
23. Level One or ten (10) school days after the grievance was presented, which-
24. ever is sooner. Within five (5) school days after receiving the written
25. grievance, the Association shall refer it to the Superintendent of Schools.

Grievance Procedure

4. Level Three

1. If the teacher is not satisfied with the disposition of his grievance
2. at Level Two, or if no decision has been rendered within five (5) school
3. days after the grievance was delivered to the Superintendent, he may,
4. within five (5) school days after the decision by the Superintendent, which
5. shall include supporting reasons, or ten (10) school days after the griev-
6. ance was delivered to the Superintendent, whichever is sooner, request
7. in writing, that the Association submit his grievance to the Board of Ed-
8. ucation.

9. 5. Level Four

10. If the Association takes the grievance to the Board of Education, it
11. shall do so within ten (10) days after the Association receives the request
12. from the teacher. There shall be submitted by the appellant copies of
13. written records of appeals and decisions made in Levels One and Two.
14. A copy of these records shall also be furnished to the Superintendent, to
15. the adverse party, and to the Association.

16. 6. If the appellant, in his appeal to the Board, does not request a
17. hearing, the Board may consider the appeal on the written record sub-
18. mitted to it, or the Board may, on its own, conduct a hearing, or it may
19. request the submission of additional written material. Where additional
20. written materials are requested by the Board, copies thereof shall be
21. served upon the adverse parties who shall have the right to reply thereto.
22. Where the appellant requests, in writing, a hearing before the Board, a
23. hearing shall be held.

1. 7. The Board shall make a determination within fifteen (15) days from
2. the receipt of the grievance and shall, in writing, with supporting reasons,
3. notify the teacher, his representative if there be one, the principal, and
4. the Superintendent of its determination. This time period may be exten-
5. ded by mutual agreement of the parties.

6. 8. If the appellant and the Association so desire, they may, within
7. fifteen (15) days following the report of the Board, request binding arbi-
8. tration. Failure to file within said time shall constitute a bar to such
9. arbitration unless the teacher and the Board shall mutually agree upon a
10. longer time period within which to assert such a demand. The following
11. procedure shall be used to secure the service of an arbitrator.

12. 1. Either party may request the American Arbitration Association
13. to submit a roster of persons qualified to function as an arbi-
14. trator in the dispute in question.

15. 2. If the parties are unable to determine a mutually satisfactory
16. arbitrator from the submitted list they may request the Ameri-
17. can Arbitration Association to submit a second roster of names.

18. 3. If the parties are unable to determine within ten (10) school days
19. of the initial request for arbitration, a mutually satisfactory
20. arbitrator from the second submitted list, the American Arbi-
21. tration Association may be requested by either party to desig-
22. nate an arbitrator.

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

11. D. Related Conditions

12. 1. The arbitrator shall have no power to alter, modify, add to, or
13. subtract from the provisions of this Agreement. His authority shall be
14. limited to deciding whether a specific article and section of the Agree-
15. ment has been violated and shall be subject to, in all cases, the rights,
16. responsibilities and authority of the parties under the New Jersey School
17. Law, Title 18A or the Rules and Regulations of the State Board of Educa-
18. tion. The arbitrator shall not usurp the functions of the Board of Edu-
19. cation or the proper exercise of its judgment and discretion under law
20. and this Agreement.

21. 2. The decisions of the arbitrator, if within the scope of his au-
22. thority as above set forth, shall be final and binding.

23. 3. In the event of mediation and/or arbitration, the costs of such
24. services shall be shared equally by the parties and each of the parties
25. shall bear his own expense in connection therewith.

1. E. Rights of Teachers to Representation

2. 1. Any teacher may be represented at all stages of the grievance
3. procedure by himself, or, at his option, by a representative selected or
4. approved by the Association. When a teacher is not represented by the As-
5. sociation, the Association shall have the right to be present at all stages
6. of the grievance procedure.

7. 2. No reprisals of any kind shall be taken by the Board or by any
8. member of the administration against any teacher, any building repre-
9. sentative, any member of the Association, or any other participant in
10. the grievance procedure by reason of such participation.

11. F. Miscellaneous

12. 1. All documents, communications and records dealing with the
13. processing of a grievance shall be filed in separate grievance files and
14. shall not be kept in the personal file of any of the participants.

15. 2. Forms for filing grievances, serving notices, taking appeals,
16. making reports and recommendations, and other necessary documents
17. shall be prepared jointly by the Superintendent and the Association and
18. given appropriate distribution so as to facilitate operation of the griev-
19. ance procedure.

20. 3. All meetings and hearings under this procedure shall not be con-
21. ducted in public and shall include only such teachers and their desig-
22. nated or selected representatives, heretofore referred to in this Art-
23. icle.

ARTICLE IVTEACHER RIGHTS

1. A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees
2. that every employee of the Board covered by this Agreement shall have the
3. right freely to organize, join and support the Association and its affiliates
4. for the purpose of engaging in collective negotiations. As a duly selected
5. body exercising governmental power under color of law of the State of New
6. Jersey, the Board undertakes and agrees that it shall not directly or indir-
7. ectly discourage or deprive or coerce any teacher in the enjoyment of any
8. rights conferred by Chapter 303, Public Laws of 1968 or other laws of New
9. New Jersey or the Constitutions of New Jersey and the United States; that
10. it shall not discriminate against any teacher with respect to hours, wages,
11. or any terms or conditions of employment by reason of his membership or
12. nonmembership in the Association and its affiliates, his participation in any
13. legitimate activities of the Association and its affiliates, collective negoti-
14. ations with the Board or his institution of any grievance, complaint or pro-
15. ceeding under this Agreement or otherwise with respect to any terms or
16. conditions of employment.
17. B. Nothing contained herein shall be construed to deny or restrict to any
18. teacher such rights as he may have under New Jersey School Laws or other
19. applicable laws and regulations. The rights granted to teachers hereunder
20. shall be deemed to be in addition to those provided elsewhere.
21. C. No teacher shall be disciplined, reprimanded, reduced in rank or
22. compensation or deprived of any professional rights as are described in
23. this agreement without just cause. Any such action asserted by the Board,

1. or any agent or representative thereof may be processed through the grievance
2. procedure herein set forth, provided nothing contained herein shall
3. be construed to deny or restrict to any teacher such rights as he may have
4. under New Jersey School Laws and other applicable laws and regulations.

5. D. Whenever any teacher is required to appear before the Board or any
6. committee or member thereof concerning any matter which could adversely
7. affect the continuation of that teacher in his office, position or employ-
8. ment or the salary or any increments pertaining thereto, then he shall be
9. given prior written notice of the reasons for such meeting or interview and
10. shall be entitled to have a representative of the Association present to ad-
11. vise him and represent him during such meeting or interview. Any sus-
12. pension of a teacher shall be with full pay up to the time of termination.
13. If any decision by a higher authority should reverse the Board's decision
14. and prove the teacher innocent of charges, the teacher shall be reinstated
15. with full back pay and without prejudice.

16. E. The teacher shall maintain responsibility to determine grades with-
17. in the grading policy of the Point Pleasant Beach School District based
18. upon his professional judgment of available criteria pertinent to any given
19. subject area or activity to which he is responsible. No grade shall be
20. changed without prior knowledge of the teacher. Notification of the change
21. shall be in writing. The teacher shall return an initialed copy of the pro-
22. posed change for filing, and any objections shall be made in writing at once.

ARTICLE VASSOCIATION RIGHTS AND PRIVILEGES

1. A. The Board agrees to furnish to the Association, in response to
2. reasonable requests from time to time, all available information in the
3. public domain concerning the financial resources of the district, includ-
4. ing annual financial reports and audits, agendas and minutes of all Board
5. meetings, enrollment projections and employee directory, as well as
6. copies of those records not in the public domain, which may be necess-
7. ary for the Association to process a grievance. If, in processing a
8. grievance, parent or guardian consent is necessary for disclosure of any
9. information on any school records, whether public, or not, the Association
10. shall furnish to the Board written consent from each parent or guardian
11. of each student involved for disclosure of information contained in said
12. records.
13. B. Whenever any representative of the Association or any teacher is
14. mutually scheduled by the parties to participate during working hours in
15. negotiations, grievance proceedings, conferences, or meetings, he shall
16. suffer no loss in pay.
17. C. Representatives of the Association, the New Jersey Education Associ-
18. ation, and the National Education Association shall be permitted to trans-
19. act official Association business on school property, provided that this
20. shall not interfere with or interrupt normal school operations.

Association Rights and Privileges

1. D. The Association and its representatives shall be able to use school
2. buildings at all reasonable hours for meetings. The meeting place will be
3. arranged in advance with the building principal.
4. E. The Association shall be able to use equipment within the build-
5. ing, including typewriters, mimeographing machines, or other duplicating
6. equipment, calculating machines, and all types of audio-visual equipment,
7. at reasonable times, when such equipment is not otherwise in use. The
8. Association shall pay for the reasonable cost of all materials and sup-
9. plies incident to such use.
10. F. The Association shall have, in each school building, the exclusive
11. use of a bulletin board in each faculty lounge and teachers' dining room.
12. G. The Association shall have the right to use the inter-school mail
13. facilities and school mail boxes as it deems necessary and without the
14. approval of the building principals or other members of the administra-
15. tion.
16. H. The Board may grant leave with pay to the president of the Associ-
17. ation as requested during his term of office.
18. I. The president of the Teachers' Association may act as an ex officio
19. member of any committee in which the Association is represented.
20. While serving as an ex officio member, not a regular member, the pres-
21. ident shall not have voting privileges.

ARTICLE VI
SCHOOL CALENDAR

1. Two representatives shall be named by the Association to serve on
2. the Superintendent's Advisory Calendar Committee. As members of the
3. Calendar Committee, these representatives shall participate in the delib-
4. erations of the Committee, present the suggestions of the Association on
5. calendar items, and assist in drafting the calendar to be presented to the
6. Board for consideration.

7. The Association may also appoint a lay person to the committee.

8. In addition, the Board will appoint a Board member, principals,
9. the Superintendent, and two lay persons to this committee.

10. The 1973-74 school year shall consist of 184 pupil days plus the
11. equivalent of 5 teacher professional days. Professional days shall con-
12. sist of one day prior to the opening of school, and three (3) full days
13. and two (2) half days (obtained through dismissing students after a four-
14. hour session) to be spaced through the school year as determined by the
15. Board of Education upon recommendation from the Calendar Committee.
16. Plans for professional days shall be given to the teachers involved at least
17. five days prior to the professional days. Teachers shall have the oppor-
18. tunity to suggest items for any agenda and for small group or individual
19. activities.

20. The Calendar Committee shall report its suggestions by March 15,
21. or as soon as the negotiating parties have agreed to the length of the
22. working year.

ARTICLE VIITEACHING HOURS AND TEACHING LOAD

1. A. 1. Teachers shall indicate their presence for duty by placing their initials in the appropriate columns of the faculty "sign-in" roster.

Revised - October 18, 1973

ARTICLE VII - TEACHING HOURS AND TEACHING LOAD

3. 2. The arrival and departure times for all teachers shall be designated in Schedule C. On Fridays or on days preceding a holiday or vacation, the teacher's day will be shortened by 30 minutes wherever possible.
9. may extend the normal school day--but not the length of any individual teacher's day--not to exceed 7:25 AM to 4:15 PM for the high school, and 7:45 AM to 4:30 PM for the elementary school. Projected changes will be discussed with the Association prior to their adoption and the hours listed in Schedule C shall be modified accordingly.
14. Assignments of individual teachers to any new schedule that may be found necessary by the Board shall be initially sought on a voluntary basis for regular teaching assignments. Should the Board be unable to obtain acceptance of a sufficient number of voluntary assignments, it shall have the right to make the teaching assignments on an involuntary basis, provided, however, that a teacher so assigned, who asserts undue personal hardship would result, may enter a complaint under the grievance procedure at Level 3 and if he so desires obtain expedited arbitration of his grievance.

Teaching Hours and Teaching Load

1. It is a further understanding of this section 3 that such special con-
2. sideration shall stand for the duration of this contract for the 1973-74
3. school year--and for that year only.

4. On termination of the agreement for school year 1973-74, Article
5. VII shall revert to the original wording of the 1970-71 contract, and shall
6. be negotiated from that wording in contract talks for 1974-75.

7. B. 1. The weekly teaching load in the high school shall be the equiv-
8. alent of thirty (30) teaching periods. Assignments to a supervised study
9. period shall be considered a teaching period for the purpose of this Article.

10. 2. The weekly teaching load in the elementary schools shall not
11. exceed 25 hours of assigned pupil contact.

12. 3. Assignments shall be made at the discretion of the administra-
13. tion and within the area of teacher competency, teaching certificate, or
14. their major or minor fields of study, except temporarily and/or for good
15. cause.

16. C. 1. Teachers shall have a daily duty-free lunch period of at least
17. the following lengths:

18. (a) Elementary School - 50 minutes, except that during
19. inclement weather there shall be at least 30 min-
20. ute duty-free lunch period.

21. (b) High School - One class period.

22. 2. Teachers may leave the building without requesting permission
23. during their scheduled duty-free lunch periods.

Teaching Hours and Teaching Load

1. D. 1. Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings four (4) days each month. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. If additional time is required, students may be dismissed early.
2. 2. Where practicable, the notice of an agenda for any meetings shall be given to the teachers involved at least two (2) days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.
3. E. Teacher participation in extra-curricular activities which require time beyond the hours specified in Schedule C shall be voluntary. Compensation for specific, contracted extra-curricular activities shall be at the rates shown in Schedule E.
4. F. Teacher participation in educational field trips which extend beyond the teacher's workday, as well as overnight and weekend trips, shall be voluntary.
5. G. Teachers shall be compensated for professional duties on overnight field trips at the rate of twenty dollars (\$20.00) over and above regular salary. Overnight is defined to mean a trip where pupils are housed away from home from one evening to the following morning.

ARTICLE VIIINON-TEACHING DUTIES

1. A. The Board and Association acknowledge that a teacher's primary
2. responsibility is to teach and that his energies should, to the extent possible,
3. be utilized to this end. Therefore, the Board agrees to continue the pre-
4. sent practice of relieving teachers of certain non-teaching duties.

5. B. Teachers shall be required to collect, count, or retain money from
6. pupils only when such sale or solicitation shall have been determined by
7. the Board to have a relationship to the educational process.

8. C. The Board agrees that, whenever feasible, members of the office
9. staff and office practice students will be assigned to assist teachers in
10. performing clerical functions.

11. D. 1. Teachers shall not be required to drive to activities which take place
12. away from the school building. A teacher may do so voluntarily, however,
13. with the advance approval of his principal or immediate supervisor. He
14. shall be compensated at the rate of ten (10) cents per mile for the use of
15. his own automobile. The school vehicle shall be used for transportation
16. whenever feasible.

17. 2. The Board shall continue to maintain appropriate insurance cover-
18. ing the authorized use of the teacher's own automobile in the performance
19. of school duties.

20. E. 1. Attendance at regular PTA meetings will be optional for individual
21. teachers.

22. 2. The principal may require attendance by teachers at a Back-to
23. School Night at the High School and one comparable event at the Elementary

1. School.

2. 3. The Board of Education may request teachers to attend a meet-
3. ing of critical importance to the school system.

4. 4. Some school functions apart from the normal school day re-
5. quire the presence and help of the teaching staff.

6. For these functions, the principal in each school shall, by October 1,
7. have prepared a list of known school activities at that time. The list will
8. be circulated among the teachers, allowing each to choose, so far as pos-
9. sible, his pro-rata share of these supervisory duties.

EMPLOYMENT AND SALARIES

1. A. Teacher Employment

2. 1. Each teacher shall be placed on his proper step of the salary schedule,
3. Schedule "A", as of the beginning of the 1973-74 school year, in accordance
4. with Paragraph 2 below.

5. 2. Credit on the Teacher's Salary Schedule shall be given for previous
6. experience according to Board of Education policy as per Schedule "B".

7. 3. Previously accumulated sick leave days shall be restored to all re-
8. turning teachers and those teachers transferring from other districts as
9. permitted by State Law.

10. 4. Advancement on the salary guide shall not be considered automatic,
11. but shall be subject to the terms and conditions set forth in 18A:29-14
12. N.J.S.A.

13. B. Salaries

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

16. 2. Teachers shall be notified of their contract and salary status for
17. the ensuing year no later than April 1st.

18. C. Method of Payment

19. 1. Teachers may individually select a method of payment from among
20. the following:

21. (a) Twenty (20) equal semi-monthly installments, on
22. the 15th and last day of each month.

23. (b) Have ten per cent (10%) of their monthly salary de-
24. ducted from their pay. These funds shall be paid as
25. requested by each teacher:

1. (1) on the final pay day in June.
2. (2) in two equal payments, one July 15 and the other
3. August 15.
4. (3) in four equal payments - July 15, July 31, Au-
5. gust 15, and August 31.
6. (c) Teachers may individually elect to have monthly deductions made
7. and sent to the Mon-Oc Teachers Credit Union.
8. 2. No change in method of payment may be made after August 1 immediately
9. preceding the opening of school.

10.D. Pay Dates

11. When a pay date falls on or during a school holiday, vacation, or week-end,
12. teachers shall receive their pay checks on the last previous working day.

13.E. Summer Professional Work

14. 1. Professional work in the summer time shall be compensated at the follow-
15. ing rates:

16. (a) The first hour of class shall be compensated at the rate of
17. Fifteen Dollars (\$15.00), or the equivalent of present salary,
18. whichever is greater. The rate for each additional hour of
19. class shall be computed by the following formula:

$$\text{Rate for each Additional Hour} = \frac{\text{Current Salary}}{200 \times 5}$$

21. Time for preparation, reporting and conferences shall be
22. the responsibility of the teacher.

23. (b) Professional work, other than pupil-teacher contact, for one
24. month, will be compensated on the basis of 1/10th of the
25. teacher's current salary. If part-time or less than a month's

Employment and Salaries

1. work is agreed upon, the salary shall be pro-rated ac-
2. cordingly.
3. 2. The "current salary" is defined as the teacher's proper place
4. on the Point Pleasant Beach Teachers Salary Guide.
5. 3. In event a successor agreement has not been completed, the
6. teacher's salary shall be based on the prior guide, with an adjusted pay-
7. ment to be made as soon as the new guide has been established.

ARTICLE XTEACHER ASSIGNMENT

1. A.
 1. All teachers shall be given written notice of their tentative class and/or subject assignments for the forthcoming year not later than the last school calendar day.
 2. In the event that changes in such class and/or subject assignments are later proposed, any teacher affected shall be notified promptly in writing.

ARTICLE XITRANSFERS, RE-ASSIGNMENTS, AND EXTRA-CURRICULAR POSITIONS

1. A. Teachers who desire a change in grade and/or subject assignment may
2. file a written statement of such desire with the Superintendent. Such state-
3. ment shall include the grade and/or subject to which the teacher desires to
4. be assigned and the school or schools to which he desires to be transferred,
5. in order of preference.
6. B. All vacancies for regular teaching positions, and other positions such
7. as Adult School, Summer School, Federal Projects, Intramurals, Inter-
8. scholastic Coaching, and other programs (including non-teaching positions
9. for which teachers may be qualified and eligible) shall be publicized and
10. filled as per Board policy in Schedule "D".
11. C. An involuntary transfer or re-assignment shall be made only after a
12. meeting between the teacher involved and the building principal, at which
13. time the teacher shall be notified of the reason therefore. In the event
14. that a teacher objects to the transfer or re-assignment at this meeting,
15. upon the request of the teacher, the Superintendent shall meet with him.
16. The teacher may, at his option, have an Association representative present
17. at such meeting. If the teacher is still unsatisfied, he may file a griev-
18. ance at Level Three.

ARTICLE XII
TEACHER EVALUATION

1. A. 1. All observations of the work performance of a teacher shall be
2. conducted openly and with full knowledge of the teacher.
3. 2. Upon request, a teacher shall be given a copy of any class visit
4. or evaluation report prepared by his evaluators at least one (1) day before
5. any conference to discuss it. No such report shall be submitted to the
6. Superintendent's Office, or placed in the teacher's file or otherwise acted
7. upon without prior conference with the teacher. No teacher shall be re-
8. quired to sign a blank or incomplete evaluation form.
9. B. With the exception of material obtained in confidence, the teacher
10. shall be entitled to review the material in his file upon request; and, in
11. addition, shall see and initial any derogatory material prior to its place-
12. ment into his personnel file.
13. C. Any complaints regarding a teacher made to any member of the ad-
14. ministration by any parent, student, or other person which are used in any
15. manner in evaluating a teacher shall be promptly investigated and called
16. to the attention of the teacher. The teacher shall be given an opportunity
17. to respond to the administration concerning such complaint, and shall have
18. the right to be represented by the Association at any such meetings or con-
19. ferences regarding such complaint.
20. D. Final evaluation of a teacher upon termination of his employment
21. shall be concluded prior to severance and no documents and/or other

Teacher Evaluation

1. material shall be placed in the personnel file of such teacher after severance
2. other than in accordance with the procedure set forth in this ARTICLE.
3. E. Specifics of the evaluation process are given in Schedule "F".

ARTICLE XIIITEACHER FACILITIES

1. A. By the beginning of the 1973-74 school year, each school shall
2. have the following facilities:
 3. 1. An appropriately furnished room shall be reserved for the
 4. exclusive use of the teachers as a Faculty Lounge. Although teachers
 5. shall be expected to exercise reasonable care in maintaining the ap-
 6. pearance and cleanliness of said Lounge, it shall be regularly cleaned
 7. by the school's custodial staff;
 8. 2. Well-lighted and clean teacher rest rooms, separate for
 9. each sex, and separate from the students' rest rooms;
 10. 3. A private dining area, for the use of teachers.
11. B. On the request of the Association, permission may be granted for
12. installation of vending machines in the Teachers' Lounge and
13. Teachers' Lunch Rooms. The profits from all such machines shall
14. be administered by the Point Pleasant Beach Teachers Association.
15. C. The Board agrees to continue its policy of improvement of physical
16. facilities, with priority being given to the annual recommendations of
17. teachers.
18. D. The Board grants the Association permission to install a phone,
19. either pay or regular phone, in each teachers' room, with the Associa-
20. tion to pay for all charges and to collect any revenue from said phones.

ARTICLE XIVSUPERINTENDENT'S ADVISORY INSTRUCTIONAL COUNCIL

1. A. There is hereby established a Superintendent's Advisory Instruc-
2. tional Council (SAIC) composed of six (6) members, three (3) of whom
3. shall be teachers selected by the Association and three (3) of whom shall
4. be appointed by the Board.
5. B. The SAIC shall meet at least once each month with the Superintend-
6. ent to discuss and study subjects relating to the educational program
7. provided there has been submission of agenda items by any member of the
8. committee prior to the 10th calendar day of the month. Other items may
9. be submitted for the agenda within three days prior to the scheduled
10. meeting date.
11. C. The SAIC is empowered to appoint sub-committees composed of
12. teachers and administrators to study and report upon any mutually agreed
13. upon subjects.
14. D. All reports of the SAIC or its sub-committees, including any recom-
15. mendations, shall be submitted, in writing, to all members of the SAIC,
16. the principals, and all Board members. A summary of such reports shall
17. be sent to all teachers.
18. E. Subjects of study by the committee might include but not be limited
19. to:
 20. 1. Development of total or specific parts of curriculum.
 21. 2. Discipline policy.
 22. 3. Personnel and staffing.

Superintendent's Advisory Instructional Council

1. Upon completion of its study and report on the subject assigned to
2. it, each sub-committee shall be considered dissolved, and once dissolved,
3. no sub-committee shall be reactivated except by mutual consent of the mem-
4. bers to the SAIC.
5. F. The parties agree that the SAIC and its sub-committees serve in an
6. advisory capacity only, and that the failure of the Board to place any of its
7. recommendations in effect shall not constitute the basis for a grievance.
8. G. The clerical expenses of the SAIC and its sub-committees shall be
9. borne by the Board through the Superintendent's Office.

ARTICLE XVLEAVES OF ABSENCE

1. For the period of this Agreement, teachers shall be allowed the leaves of
2. absence described below:
3. A. Leaves of absence with no deductions in pay.
4. 1. Sick Leave; minimum allowances; cumulating unused leave
5. (a) Sick leave defined: Sick leave is hereby defined to mean
6. the absence from his or her post of duty, of any such per-
7. son because of personal disability due to illness or in-
8. jury, or because he or she has been excluded from school
9. by the school district's medical authorities on account of
10. a contagious disease in his or her immediate household.
11. (18A:30-1 N. J. S. A.).
12. (b) Any teacher shall be allowed sick leave with full pay for
13. a minimum of twelve (12) days in any school year. If any
14. such teacher requires in any school year less than this
15. specified number of days of sick leave with pay allowed,
16. all days of such minimum sick leave not utilized that year
17. shall be accumulative to be used for additional sick leave
18. as needed in subsequent years.
- 19.
20. (c) Physician's Certificate: In case of sick leave claimed, a
21. Board of Education may require a physician's certificate

Leaves of Absence

1. to be filed with the Secretary of the Board of Education.
2. (18A:30-4 N.J.S.A.)
3. (d) Upon return from sick leave granted pursuant to A1 above:
4. (1) a teacher shall maintain his previous tenure
5. status and be placed on the next or appropriate
6. step of the salary guide,
7. (2) all benefits to which a teacher was entitled at
8. the time his sick leave commenced, including
9. credits toward sabbatical eligibility, shall be
10. restored to him upon his return, and he shall
11. be assigned to the same position which he held
12. at the time the sick leave commenced, if avail-
13. able, or, if not, to a substantially equivalent
14. position.

15. 2. Payment of Sick Leave for Service Connected Disability

16. Whenever any teacher, entitled to sick leave under this chapter, is
17. absent from his post of duty as a result of a personal injury caused by
18. an accident arising out of and in the course of his employment, his em-
19. ployer shall pay to such teacher the full salary or wages for the period of
20. such absence for up to one calendar year without having such absence
21. charged to the annual sick leave or the accumulated sick leave provided
22. in sections 18A:30-2 and 18A-30-3. Salary or wage payments provided
23. in this section shall be made for absence during the waiting period and

Leaves of Absence

1. during the period the teacher received or was eligible to receive a temporary
2. disability benefit under Chapter 15 of Title 34, Labor and Workmen's
3. Compensation, of the Revised Statutes. Any amount of salary or wages
4. paid or payable to the teacher pursuant to this section shall be reduced by
5. the amount of any Workmen's Compensation award made for temporary dis-
6. ability.

7. **B. Short term leaves with pay.**

8. 1. Each teacher shall be allowed up to six (6) days per year for leaves
9. for reasons other than those stated in Section A. The requests for such
10. days shall be in writing, addressed to the Superintendent. Two of these
11. days may be requested with no given reason. Deduction in pay may be made
12. if reasons for absence are not approved for any of the four remaining days
13. covered in this section above (B,1). In an emergency the request may be
14. given orally to the principal, with a written request to be turned in upon
15. return to school.

16. 2. Court Order: Appearance in court when required by subpoena, ex-
17. cept where the teacher has instituted the suit.

18. 3. Religious Days Religious days and observances as prescribed by
19. the Commissioner's annual bulletin.

20. 4. Temporary (two-week) Active Training Duty: Time necessary for
21. teachers called into temporary active duty of any unit of the United States
22. Reserves or the State National Guard, provided such obligations cannot
23. be fulfilled on days when school is not in session. A teacher shall be paid
24. his regular pay in addition to any pay which he received from the State or

Leaves of Absence

1. Federal government. (R. S. 38:23-1)
2. 5. Visitation and Conference: Teachers, upon written request to the
3. Superintendent of Schools, may be granted two (2) days to visit schools
4. other than their own or to attend educational conferences.
5. 6. Additional Leaves of Absence: Additional days for leaves of absence
6. with pay may be granted by the Board for good reason.
7. 7. No leaves with pay will be granted the day before or the day after a
8. vacation or holidays.
9. C. Excessive Absence:
10. 1. Salary - Day's salary defined: When absence, under the circumstances
11. described in Section A above, exceeds the annual leave and the accumulated
12. leave, the Board of Education may pay any teacher each day's salary less
13. the pay of a substitute for such length of time as may be determined by the
14. Board of Education in each individual case. A day's salary is defined as
15. 1/200 of the annual salary. (18A:30-6 N.J.S.A.)
16. 2. Salary in cases of absence not constituting sick leave; additional sick
17. Leave or accumulation sick leave: Nothing in this act shall affect the right
18. of the Board of Education to fix, either by rule or by individual considera-
19. tion, the payment of salary in cases of absence not constituting sick leave,
20. or granting sick leave over and above the minimum sick leave as defined
21. in this act or allowing days to accumulate over and above those provided
22. for in Section 18A:30-2.3 except that no teacher shall be allowed to increase
23. total accumulation by more than fifteen (15) days in any one year.
24. (18A:30-7 N.J. . S.A.)

Leaves of Absence

1. 3. Relationship to Sick Leave: Leaves taken when pursuant to Section
2. B shall be in addition to any sick leave to which the teacher is entitled.

3. D. Leaves of Absence Without Pay

4. Leaves of absence with full loss of pay, excepting that to which the
5. teachers are entitled under the provisions of sick leave, may be granted
6. by the Board of Education for a limited and definite period. All requests
7. for leave for a definite term should be addressed to the Superintendent of
8. Schools, in writing, should indicate the reason for the contemplated ab-
9. sence, and the date on which the teacher expects to return to duty.

10. 1. Exchange, Fulbright, or Federal Corps Program: A leave of
11. absence, without pay, of up to two (2) years shall be granted to any teach-
12. er who accepts a Fulbright Scholarship, joins the Peace Corps, VISTA,
13. National Teacher Corps, or serves as an exchange teacher or overseas
14. teacher, and is a full-time participant in any such programs.

15. 2. Maternity Leave, it is recommended that:

16. (a) As soon as any married woman teacher shall become aware
17. of her pregnancy, she shall apply for a leave of absence, and
18. shall accept a leave of absence as provided in these regulations.

19. (b) A maternity leave of absence, without pay, may be for a per-
20. iod of a year and a half (18 calendar months). The expira-
21. tion of all maternity leaves of absence shall coincide with the
22. beginning of the school year unless the Board and the teacher
23. mutually agree to a different re-entry time.

Leaves of Absence

1. (c) Nothing in these regulations shall be construed as obligating
2. the Board of Education to grant leaves of absence to married
3. women teachers who are not under tenure.
4. (d) The name of a teacher on maternity leave may be placed on the
5. substitute list.
6. 3. Other Leaves:
7. (a) A leave of absence, without pay, of up to one (1) year may be
8. granted for the purpose of caring for a sick member of the
9. teacher's immediate family. Additional leave may be grant-
10. ed at the discretion of the Board.
11. (b) Other leaves of absence, without pay, may be granted by the
12. Board for good reason.
13. 4. Conditions Upon Returning From Leave:
14. (a) A teacher shall not receive increment credit for time spent
15. on a leave pursuant to Section D 2 and 3 above.
16. (b) All benefits to which a teacher was entitled at the time his
17. leave of absence commenced, including unused accumulated
18. sick leave and credits toward sabbatical eligibility, shall be
19. restored to him upon his return, and he shall be assigned to
20. the same position which he held at the time said leave com-
21. menced, if available, or, if not, to a substantially equivalent
22. position.
23. (c) Eligibility for an increment step shall require one hundred (100)
24. days of teaching within the specified school year.

Leaves of Absence

1. 5. All extensions or renewals of leaves shall be applied for and notification of Board action made in writing.
- 2.

ARTICLE XVISABBATICAL LEAVES

1. A. A sabbatical leave may be granted to a teacher by the Board for study,
2. including study in another area of specialization, or for some other rea-
3. son of value to the school system, subject to the following conditions:
 4. 1. If there are sufficient qualified applicants, sabbatical leaves
5. may be granted to a maximum of three per cent (3%) of teachers at any
6. one time. The Board's priority will be based on the applicants whose
7. sabbatical leave will be of greatest value to the educational program
8. of the system, or where a time limit beyond the control of the applicant
9. would prohibit postponement of a leave--for example, fellowship in a
10. university.
 11. 2. Application for a sabbatical leave of absence for a half or a
12. full school year, shall be made in writing, by October 1, prior to the
13. school year for which absence is desired.
 19. 3. If the sabbatical leave request is based on acceptance in a pro-
20. gram at a college or university, or other program which requires an ac-
21. ceptance of the applicant, the Board shall notify the teacher of its action
22. regarding the leave within 30 days of the Board's receiving firm notifi-
23. cation of acceptance of the teacher into said program.
 24. 4. The teacher must have completed seven (7) full school years of
25. service in the Point Pleasant Beach School District.
 26. 5. A teacher on sabbatical leave shall be paid by the Board at
27. fifty per cent (50%) of his pro-rated salary for the period of sabbatical
28. leave.

Sabbatical Leaves

1. 6. A teacher on sabbatical leave agrees not to engage in employ-
2. ment for remuneration for this period unless approved by the Superin-
3. tendent.
4. 7. Regular contributions for the State Retirement Fund and such
5. other items as shall be authorized by the teacher shall be deducted.
6. 8. Upon return from sabbatical leave, a teacher shall be placed
7. on the salary schedule at the level he would have achieved had he re-
8. mained actively employed in the system during the period of his absence.
9. 9. All benefits to which a teacher was entitled at the time his sab-
10. batical commenced, including accumulative sick leave, shall be re-
11. stored to him upon his return, and he shall be assigned to the same
12. position which he held at the time the sabbatical commenced.
13. 10. As a condition, the teacher shall enter into a contract to con-
14. tinue in the service of Point Pleasant Beach Board of Education for a
15. period of at least two (2) years after the expiration of the leave. Fail-
16. ing to so continue, the teacher shall be required to pay the Board of Ed-
17. ucation a sum bearing the same ratio to the amount of salary he received
18. while on absence that the unfulfilled portion of the two (2) subsequent
19. years' service bears to the two (2) full years. Any balance due the
20. Board shall be repaid within the time limit mutually agreed upon with
21. the Board.
22. B. Doctoral Program
23. In addition to the above, the following rules shall be in effect for re-
24. imbursement for Doctor's Degrees:

Sabbatical Leaves

1. 1. When a teacher who has taught in Point Pleasant Beach Public
2. Schools for at least four (4) years is accepted for a Doctor's Degree in
3. an accredited institution in a subject matter field or a field of education
4. (Ed. D. or Ph. D.), the Board will reimburse the teacher for:
5. (a) the cost of credits
6. (b) required textbooks
7. (c) travel expenses to and from classes.
8. This applies to all credits above a Bachelor's Degree plus sixty (60)
9. hours or a Master's Degree plus thirty (30) hours. In addition, the
10. Board will grant one (1) year's leave of absence, when needed, for com-
11. pletion of his Doctoral Project or to meet the University Residence Re-
12. quirements, with a salary equal to the teacher's salary less the cost of
13. a substitute, computed on the basis of the regular daily pay of a sub-
14. stitute teacher (not the actual salary of the replacement teacher). Reg-
15. ular contributions for the State Retirement Fund and such other items
16. as shall be authorized by the teacher shall also be deducted. One-half
17. of the cost of credits, textbooks and mileage at the prevailing rate, with-
18. in a limit of seventy-five (75) miles, shall be paid each semester, with
19. the balance to be paid upon completion of the degree.
20. 2. As a condition, the teacher shall enter into a contract to con-
21. tinue to teach in the Point Pleasant Beach School System for a period
22. of at least three school years following the leave of absence. If the
23. teacher leaves this system prior to this time, he shall be required to

Sabbatical Leaves

1. repay the Board of Education a sum, without interest, bearing the same
2. ratio to the amount of salary received while on absence that the unful-
3. filled portion of the three subsequent years' service bears to the full
4. three years. Any balance due the Board of Education shall be repaid
5. within the time limit mutually agreed upon with the Board of Education.

6. 3. A teacher on doctoral leave agrees not to engage in employ-
7. ment for remuneration during this period unless approved by the Super-
8. intendent.

9. 4. The teacher shall not be eligible for any monies or leave of ab-
10. sence under this section of the policy once the completion of the degree
11. has been refused by the university involved.

12. 5. Reimbursement Procedures:

13. (a) At the end of each semester, reimbursement will be made
14. upon presentation to the Board of a transcript of grades,
15. appropriate bills for tuition and required books, and a
16. statement of mileage driven, together with dates of travel.

17. (b) Final reimbursement will be made upon presentation to the
18. Board of a transcript from the University showing that a
19. Doctor's degree has been awarded to the Teacher, together
20. with appropriate bills for credits, textbooks, and mileage,
21. with the statement of mileage driven, together with dates
22. of travel, as aforesaid.

ARTICLE XVIIINSURANCE PROTECTION

1. As of the beginning of the 1973-74 school year, the Board shall pro-
2. vide the following insurance protection:
 3. 1. For each teacher, at his option, while in the employ of the
 4. Board, the Board shall provide full family coverage for health
 5. and medical benefits, as provided by the New Jersey State
 6. Health Benefits Program.
 7. 2. For each teacher, while in the employ of the Board, an income
 8. protection plan
 9. (a) as provided by the Washington National In-
 10. surance Company in the amount of \$11.76
 11. per month toward the Class the employee
 12. chooses ;
 13. (b) any teacher not eligible for Washington Na-
 14. tional Insurance coverage may receive an
 15. equal dollar amount toward an income pro-
 16. tection plan of his own choosing.

ARTICLE XVIIIPERSONAL AND ACADEMIC FREEDOM

1. A. The Board and the Association agree that the private and personal
2. life of a teacher is not within the appropriate concern or attention of the
3. Board, except as it may interfere with the teacher's responsibilities to and
4. relationship with students and/or the school system.

5. B. The Board and the Association agree that the teachers will be entitled
6. to full rights of citizenship, and no religious or political activities of any
7. teacher outside of school, or the lack thereof, except as such may interfere
8. with students and/or the school system, will be grounds for any disciplinary
9. action or discrimination with respect to the professional employment of such
10. teacher, providing they do not violate the Constitution of the United States,
11. the Constitution of the State of New Jersey, and the statutes of the State of
12. New Jersey.

13. C. Teachers shall have full freedom in classroom presentation and dis-
14. cussion, provided that the material is relevant to the course objectives and
15. to the maturity level of the students being taught.

16. D. Where statements or opinions of a personal nature have caused adverse
17. critical comment, the appropriate administrator shall discuss the matter
18. with the teacher. Every effort should be made to keep these discussions be-
19. tween teacher and administrator and/or Board a private matter.

ARTICLE XIXDEDUCTION FROM SALARY

1. A. 1. The Board agrees to deduct from the salaries of its teachers
2. dues for the Point Pleasant Beach Teachers Association, the Ocean
3. County Education Association, the New Jersey Education Association
4. or the National Education Association, or any one or any combination
5. of such associations as said teachers individually and voluntarily auth-
6. orize the Board to deduct. Such deductions shall be made in compliance
7. with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under
8. rules established by the State Department of Education. Said monies,
9. together with records of any corrections, shall be transmitted to the
10. Treasurer of the Point Pleasant Beach Teachers Association by the
11. 15th of each month following the monthly pay period in which deductions
12. were made. The Association Treasurer shall disburse such monies to
13. the appropriate association or associations.
14. 2. Each of the associations named above shall certify to the Board, in
15. writing, the current rate of its membership dues. Any association
16. which shall change the rate of its membership dues shall give the Board
17. written notice prior to the effective date of such change.
18. 3. Additional authorizations for dues deduction may be received after
19. August 1, under rules established by the State Department of Education.
20. 4. The filing of notice of a teacher's withdrawal shall be prior to (a)
21. December 1, and become effective to halt deductions as of January 1
22. next succeeding the date on which notice of withdrawal is filed; or (b)
21. June 1 and become effective to halt deductions as of July 1.

Deductions from Salary

1. 5. The following deduction schedule will be used for authorizations re-
2. ceived after August 1:
3. (a) For authorizations received after August 1, or prior to
4. October 1, the first deduction should begin with November
5. pay period, with deductions being retroactive for the September
6. and October pay periods.
7. (b) For authorization received after October 1, but prior to January
8. 1, deductions should begin as of the February pay period and
9. be based on five equal deductions of the total amount.
10. (c) Authorization received after January 1, or prior to February
11. 15, the first deduction should begin with the March pay period,
12. with deductions being retroactive for the February pay period,
13. which places the employee on five equal monthly deductions of
14. the total amount.

ARTICLE XXMISCELLANEOUS PROVISIONS

1. A. This Agreement constitutes Board policy for the items contained here-
2. in for the term of said Agreement, and the Board shall carry out the
3. commitments contained herein and give them full force and effect as
4. Board policy.
5. B. Any individual contract between the Board and an individual teacher,
6. heretofore or hereafter executed, shall be subject to and consistent with
7. the terms and conditions of this Agreement. If an individual contract
8. contains any language inconsistent with this Agreement, this Agreement,
9. during its duration, shall be controlling.
10. C. The Board and the Association agree that there shall be no discrim-
11. ination, and that all practices, procedures, and policies of the school
12. system shall clearly exemplify that there is no discrimination in the
13. hiring, training, assignment, promotion, transfer, or discipline of
14. teachers or in the application or administration of this Agreement on
15. the basis of race, creed, color, religion, national origin, sex, domicile,
16. or marital status.
17. D. Copies of this Agreement shall be reproduced at the expense of the
18. Board within thirty (30) days after the Agreement is signed, and pre-
19. sented to all teachers now employed, or hereafter employed.
20. E. Whenever any notice is required to be given by either of the parties
21. to this Agreement to the other, pursuant to the provision(s) of this Agree-
22. ment, either party shall do so by telegram or registered letter at the
23. following addresses:

Miscellaneous Provisions

20.2

1. 1. If by Association, to the Board at 309 Cook's Lane, Point Pleasant Beach.
2. 2. If by Board, to Association at Point Pleasant Beach High School, Trenton Avenue, Point Pleasant Beach.

ARTICLE XXIMaintenance of Classroom Control and DisciplineA. Definition of Responsibilities

1. A definition of the duties and responsibilities of all administrators, co-
2. ordinators, supervisors, teachers, and other personnel pertaining to student
3. behavior shall be incorporated into the Teachers Handbook, kept current for
4. each contract year, and a copy of the Handbook shall be presented to each
5. teacher at the start of each school year.

6. B. Special Assistance

7. When, in the judgment of any teacher, a student requires the special at-
8. tention of an administrator or other school personnel, the teacher shall so in-
9. form his principal or immediate superior. This superior may be a designated
10. head teacher. The immediate superior shall arrange, as soon as possible, for
11. a conference to discuss the problem and to decide upon appropriate steps for
12. its resolution.

13. In all cases of discipline, the teacher shall be notified of the final dis-
14. position of the behavior problem.

15. C. Disruptive Students

16. When, in the judgment of a teacher, a student is by his behavior seriously
17. disrupting the instructional program to the detriment of other students, the
18. teacher may exclude the student from the classroom and refer him to the prin-
19. cipal. In such cases the principal shall arrange, as soon as possible, and un-
20. der normal circumstances not later than the following day, a conference be-
21. tween himself, the student, the teacher, and possibly an appropriate specialist

1. to discuss the problem and to decide upon steps for its resolution.

2. If, in his judgment, the action taken does not or cannot resolve the be-
3. havior problem, the teacher may file a grievance at Level One. In all cases
4. the matter should be resolved at the lowest level of grievance and in no case
5. shall go beyond Level Four as defined in Article III of this Agreement.

6. D. Legal Reference Concerning Control and Discipline:

7. (1) 18A:6-1 No person employed or engaged in a school or education-
8. al institution, whether public or private, shall inflict or cause
9. to be inflicted corporal punishment upon a pupil attending such
10. school or institution; but any such person may, within the scope
11. of his employment, use and apply such amounts of force as is
12. reasonable and necessary:

13. (1) to quell a disturbance, threatening physical injury
14. to others;

15. (2) to obtain possession of weapons or other danger-
16. ous objects upon the person or within the control
17. of a pupil;

18. (3) for the purpose of self-defense; and

19. (4) for the protection of persons or property;

20. and such acts, or any of them, shall not be construed to consti-
21. tute corporal punishment within the meaning and intendment of
22. this section. Every resolution, bylaw, rule, ordinance or other
23. act or authority permitting or authorizing corporal punishment to
24. be inflicted upon a pupil attending a school or educational insti-
25. tution shall be void.

1. (2) 18A:25-2 A teacher or other person in authority over such
2. pupil shall hold every pupil accountable for disorderly conduct
3. in school and during recess and on the playgrounds of the school
4. and on the way to and from school.
5. (3) 18A:37-1 Pupils in the public schools shall comply with the
6. rules established in pursuance of law for the government of
7. such schools, pursue the prescribed course of study and submit
8. to the authority of the teachers and others in authority over them.
9. (4) 18A:37-2 Any pupil who is guilty of continued and willful dis-
10. obedience, or of open defiance of the authority of any teacher or
11. person holding authority over him, or of the habitual use of pro-
12. fanity or of obscene language, or who shall cut, deface, or other-
13. wise injure any school property, shall be liable to punishment
14. and to suspension or expulsion from school.
15. (5) 18A:37-3 The parents or guardian of any pupil who shall injure
16. any school property shall be liable for damages for the amount
17. of the injury to be collected by the board of education of the dis-
18. trict in any court of competent jurisdiction, together with costs
19. of suit.
20. (6) 18A:37-4 The teacher in a school having but one teacher or the
21. principal in all other cases may suspend any pupil from school
22. for good cause but such suspension shall be reported forthwith
23. by the teacher or principal so doing to the superintendent of
24. schools of the district if there be one. The superintendent to whom

1. a suspension is reported or if there be no superintendent in the district,
2. the teacher or principal suspending the pupil may reinstate the pupil
3. prior to the second regular meeting of the board of education of the dis-
4. trict held after such suspension, otherwise such superintendent, princi-
5. pal or teacher, as the case may be shall report the suspension to the
6. board at such meeting.
7. (7) 18A:37-5 No suspension of a pupil by a teacher or principal shall be
8. continued longer than the second regular meeting of the board of education
9. of the district after such suspension unless the same is continued by ac-
10. tion of the board, and the power to reinstate, continue any suspension
11. reported to it or expel a pupil shall be vested in each board.

ARTICLE XXIIDURATION OF AGREEMENT

1. A. This Agreement shall be effective as of July 1, 1973, and shall
 2. continue in effect until June 30, 1974, subject to the Association's
 3. right to negotiate over a successor Agreement as provided in ARTICLE II.
 4. This Agreement shall not be extended orally, and it is expressly under-
 5. stood that it shall expire on the date indicated.
6. In witness whereof, the Association has caused this Agreement
 7. to be signed by its president and secretary and the Board has caused
 8. this Agreement to be signed by its president, attested by its secretary,
 9. and its corporate seal to be placed hereon, on this 9th day of
 10. May, 1973.

POINT PLEASANT BEACH TEACHERS ASSOCIATION

By (Signed) FRANK J. CARR
 President

By (Signed) JOSEPH P. SAWICKI
 Secretary

BOARD OF EDUCATION OF THE BOROUGH OF POINT PLEASANT BEACH

By (Signed) HAROLD E. CLAYTON
 President

By (Signed) DOROTHY B. STREASER
 Secretary

SCHEDULE A

<u>Step</u>	<u>B</u>	<u>B + 30</u>	<u>M</u>	<u>M + 30</u>
1	8,500	8,948	9,396	10,292
2	8,948	9,396	9,844	10,740
3	9,396	9,844	10,292	11,188
4	9,844	10,292	10,740	11,636
5	10,292	10,740	11,188	12,083
6	10,740	11,188	11,636	12,531
7	11,188	11,636	12,083	12,979
8	11,636	12,083	12,531	13,427
9	12,083	12,531	12,979	13,875
10	12,531	12,979	13,427	14,323
11	12,979	13,427	13,875	14,771
12	13,427	13,875	14,323	15,219
13	14,875	15,323	15,771	16,667
16	15,073	15,521	15,969	16,864
19	15,420	15,868	16,316	17,212
22	15,618	16,066	16,514	17,409
25	15,815	16,263	16,711	17,607

8 cr.	112	8 cr.	224
16 cr.	224	16 cr.	448
24 cr.	336	24 cr.	672

Advancement on the guide shall not be considered automatic, but shall be subject to the terms and conditions set forth in 18A:29-14 N. J. S. A.

SCHEDULE A-1

NON-DEGREE NURSE'S SALARY - 1973-74

<u>Step</u>	<u>Salary</u>
1	7,615
2	7,915
3	8,215
4	8,515
5	8,815
6	9,115
7	9,415
8	9,715
9	10,015
10	10,315
11	10,615
12	10,915
13	11,565
16	11,715
20	12,015

Advancement on the guide shall not be considered automatic, but shall be subject to the terms and conditions set forth in 18A:29-14 N.J.S.A.

SCHEDULE B

SALARY GUIDE POLICY

EXPERIENCE QUALIFICATIONS

1. 1. A teacher with no creditable teaching experience shall be employed
2. at the minimum salary for his educational preparation.
3. 2. Teachers with teaching experience in other public school districts
4. shall be credited with the number of years experience.
5. 3. Teachers with teaching experience in non-public schools may receive
6. credit for the years experience in these schools.
7. 4. Credit for military service, up to a total of four years, shall be given
8. on the basis of twelve-month years. Such a year, or major fraction
9. thereof of military service, shall be equal to one academic year of
10. teaching experience.
11. 5. Teachers with work experience, other than teaching, but related to
12. their teaching field may be given credit in experience in the related
13. field. Evaluation of special related experience shall be the respon-
14. sibility of the Superintendent.
15. 6. The determining factor for salary placement on the schedule shall be:
16. (a) The number of years experience (as mentioned in
17. 1 to 5 above), and
18. (b) The training of a teacher .

COLLEGE CREDIT QUALIFICATIONS

20. 1. A. Teachers will receive a college credit increment as specified
21. in the Salary Schedule for each eight hours of college credit received

1. after completion of a Bachelor's Degree up to the Master's Degree, or
2. equivalent, in accordance with the following conditions:
 3. (1) Courses shall be approved for increment credit which
 4. are as follows:
 5. (a) graduate courses as listed in accredited
 6. college catalogs.
 7. (b) All NDEA and NSF summer, academic year,
 8. and in-service institutions, with credits
 9. listed by institutions, as equal to graduate
 10. credit.
 11. (c) Special seminars, conferences, and courses
 12. not covered above, taken in consultation
 13. with the Superintendent of Schools for
 14. credit determination. Approval in writing
 15. must be obtained from the Superintendent
 16. before these courses can be taken for salary
 17. guide increases.
 18. (d) In the subject field in which the teacher is
 19. teaching, or
 20. (2) Courses in related fields: Should the privilege of using
 21. related courses for salary increment be abused, in the
 22. judgment of the Superintendent, by any teacher, the Super-
 23. intendent may require that the teacher obtain prior ap-
 24. proval from him for future courses.

1. (2) Courses in related fields: Should the privilege of using related
2. courses for salary increment be abused, in the judgment of the
3. Superintendent, by any teacher, the Superintendent may require
4. that the teacher obtain prior approval from him for future courses.
5. (3) Courses shall not be credited which are taken prior to receiving
6. a regular New Jersey Certificate in the field in which the teacher
7. is employed.

8. C. Miscellaneous

9. (1) Statement concerning completion of work shall be in the hands of
10. the Superintendent before September 1.
11. (2) It shall be the responsibility of the teacher to see that the Super-
12. intendent receives a certified transcript showing satisfactory com-
13. pletion of all courses of study.
14. (3) Adjustment in teachers' salaries to reflect the annual salary in-
15. crement and changes from one salary level to the next higher
16. salary level by reasons of additional training shall be made only
17. at the beginning of the school year in September.

REVISED

October 19, 1973

SCHEDULE C

LENGTH OF SCHOOL DAY

1. A. Teacher's School Day
2. 1. High School (includes all sessions)
3. 7:25 a.m. - 4:15 p.m.
4. 2. Elementary School
5. 8:15 a.m. - 3:00 p.m.
6. B. Pupil's School Day
7. (except when school calendar indicates otherwise)
8. 1. High School (Class Time)
9. 7:30 a.m. - 1:11 p.m. (Grades 10, 11, 12)
10. 10:25 a.m. - 4:06 p.m. (Grade 7)
11. 11:05 a.m. - 4:06 p.m. (Grades 8 and 9)
12. 2. Elementary School
13. (a) Kindergarten
14. A.M. Session - 8:30 a.m. - 11:00 a.m.
15. P.M. Session - 12:00 p.m. - 2:30 p.m.
16. (b) Grades 1 to 6
17. 8:30 a.m. - 2:30 p.m. Class Time
18. 2:30 p.m. - 3:00 p.m. After school help and
19. school activities

SCHEDULE D

POLICY - TEACHING AND EXTRA-CURRICULAR POSITIONS

1. All vacancies for regular teaching positions, and other positions
2. such as Adult School, Summer School, Federal Projects, Intramurals
3. and Interscholastic Coaching and other programs (including non-teaching
4. positions for which teachers may be qualified and eligible) shall be ade-
5. quately publicized by the Superintendent. People who wish to apply for
6. Summer School or Adult School openings shall apply to the respective
7. principal or Adult School Director not later than the preceding March 1
8. and June 1 respectively. These applicants shall be notified of action
9. taken not later than May 15 or August 15 respectively.

10. Home Instruction openings will be offered first to those teachers
11. currently teaching these pupils. If that teacher wishes not to be con-
12. sidered, then the entire staff shall be notified of the opening.

13. In filling such position, consideration shall be given to a teach-
14. er's area of competence, major and/or minor field of study, quality of
15. teaching performance, attendance record, and length of service in the
16. Point Pleasant Beach School District; and, when all other factors are
17. substantially equal, preference shall be given first to teachers who have
18. taught the subject area and/or grade level in question during the regular
19. school year and then to teachers who have taught the grade and/or subject
20. in question on a regular basis at any time during other years.

21. At all times, the final consideration for appointment shall be
22. based on an estimation by the Superintendent of the effectiveness of an
23. individual in the proposed position.

1. Definitions:

2. An extra-curricular position shall normally be considered open only
3. after the person in that position has requested, in writing, that he not be
4. reappointed; or, he has been notified, in writing, that he will no longer be
5. reappointed, together with reasons for such action.

6. Notification by the Superintendent shall be in a written memo. Such
7. notification shall contain (a) a job title, (b) a brief explanation of the job
8. and/or conditions of the job where necessary, (c) information as to when
9. and to whom to apply. Each teacher shall initial such notice and it shall
10. be kept on file in the Superintendent's office.

SCHEDULE E

EXTRA-CURRICULAR COMPENSATION

Coaching Guide

Football (Head Coach)	1055	1160	1265	1370
Assistant (2)	635	740	845	950
Freshman (Head Coach)	635	740	845	950
Assistant (Freshman)	515	620	730	
Basketball (Head Coach)	925	1030	1135	1240
Assistant	635	740	845	950
Freshman	520	630	735	840
Track (Head Coach)	925	1030	1135	1240
Assistant (2)	520	630	735	840
Indoor	450			
Assistant Indoor	385			
Girls' Track	520	630	735	840
Assistant Girls' Track	295			
Baseball (Head Coach)	800	910	1015	1120
Assistant	520	630	735	840
Freshman	515	620	730	
Cross Country	520	630	735	840
Bowling	395			
Golf	395			
Athletic Director	1160	1265	1370	1480

It is understood that any one who voluntarily assists in coaching does so without compensation; and, if appointed to a coaching position the following year in that particular sport, will start at the first step of the Coaching Guide unless another step is agreed to by the Board of Education.

Increments shall be based on satisfactory rating, provided, however, every such person is rated in writing and furnished a copy of the rating.

Extra-Curricular Activities

Girls' Intramurals and Playdays

(1)	505
(1)	505

Boys' Intramurals as follows:

Soccer	
September through October	280
Bowling	
November through March	280
Volley Ball	
November through December	280
Basketball	
January through February	280
Wrestling	
February 15 through March	280

Gym Club

Tennis	
March through May	280

Elementary School Intramurals

Boys	280
Girls	280

Twirlers and Color Guard	340
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Cheerleaders

Varsity	340
Junior Varsity	280

School Accounts Treasurer	280
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Audio Visual Aids Director (High School)	280
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Student Council Advisor	280
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Yearbook Advisor

Production Advisor	280
Financial Advisor	170

Extra-Curricular Activities

Page 3 of 3

Class Advisors	
Senior	280
Junior	200
Sophomore	145
Freshman	145
Eighth Grade	160
Honor Society Advisor	115
Dramatics Advisor (2)	280
Band Director	785
Stage Band	280
Audio Visual Aids Director (Elementary)	225
Student Publications Sponsor (Elementary)	280
Student Publications Sponsor (High School)	280
Safety Patrol (Elementary)	280
Department Chairman (6)	450
Head Teacher (K-6) (1)	560
Head Teacher (7-8) (1)	560
Head Teacher (9-12) (1)	1055

SCHEDULE F

Supervisory Reports on Teachers

1. Each year principals are asked to make careful evaluations of all
2. teachers. Detailed reports will be due in the Superintendent's Office on Decem-
3. ber 15 for non-tenure teachers. On March 5, detailed reports will be due for
4. all teachers. A third, rather simple report will be due no later than the closing
5. day of school for all non-tenure teachers and for those tenure teachers about whom
6. there was a question in March.

7. Principals have been asked to use as much available evidence as pos-
8. sible when preparing each report. Also, the reports for non-tenure teachers
9. should include at least two (2) formal observations of no less than one (1) class
10. period in length in the high school (7-12), and each observation no less than one-
11. half hour in the elementary school. For tenure teachers, whose quality of work
12. is well-known to the principal, there should be at least one formal observa-
13. tion.

14. The report may be written in narrative form, including information
15. such as the following:

16. 1. Name of Teacher
17. 2. Subject and/or grade assigned
18. 3. When observed -
19. (Date, hours from _____ to _____)

1. 4. **Description of what was observed, being as specific as**
2. **possible. This would include such things as:**
3. (a) **Apparent amount of planning**
4. (b) **Pupil-Teacher relationships**
5. (c) **Physical condition of room**
6. (d) **Objectives of lesson and kind or appro-**
7. **priateness of methods used**
8. (e) **Attention to purpose of homework or other**
9. **assignment**
10. (f) **Evidence of flexibility to take advantage of**
11. **a teaching situation when it arises, evidence**
12. **or providing for differing levels of ability**
13. **and/or achievement.**

14. 5. **Recommendations made to teacher**
15. 6. **Action taken by principal or department head to assist**
16. **teacher**
17. 7. **Other appropriate comments which will help in eval-**
18. **uating the program for pupils as offered by the partic-**
19. **ular teacher.**

20. **Other material may be filed in a teacher's folder, such as letters of**
21. **commendation or reports of unusual contributions to the school or community.**
22. **Each teacher should sign each report before it is submitted to the**
23. **Superintendent. The teacher is invited to add comments if he so desires.**