

X-0074



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Monmouth County

SPRING LAKE HEIGHTS BOARD OF EDUCATION
SPRING LAKE HEIGHTS TEACHERS ASSOCIATION

AGREEMENT

1975-76 and 1976-77

LIBRARY
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Labor Relations

RUTGERS UNIVERSITY

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ARTICLE I

RECOGNITION

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

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

ARTICLE II

GRIEVANCE PROCEDURE

DEFINITION:

1. An "aggrieved person" is the person or persons making the claim
2. Grievance shall mean a complaint by an employee.
 - A. That there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the agreement.
 - or B. That he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established board policy or administrative practice governing or affecting employees. However, the term "grievance" shall not apply to any matter which (a) a method of review is prescribed by law or state board rule having the force and effect of law, or (b) the Board of Education is without authority to act, or (c) a complaint of a non-tenure teacher which arises by reason of his not being re-employed. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.
3. A "party in interest" is the person or persons making the claim

POLICY:

1. In order to solve school district problems, to foster a spirit of professional discussions in good faith on grievances every employee of the Spring Lake Heights Board of Education shall have the right to make known his grievance free from restraint, interference or coercion in presenting grievances and proposals and shall suffer no discrimination or reprisals for so doing.
2. Since it is important that grievance be processed as rapidly as possible the number of days indicated at each level should be considered as a maximum and a reasonable effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, a

ARTICLE II
GRIEVANCE PROCEDURE

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

INDIVIDUAL GRIEVANCE PROCEDURES

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

GRIEVANCE PROCEDURE CONT.

and approval or denial by the Board of Education.

9. The decision of the Board of Education is final unless set aside by some agent or agency in still higher authority.

GROUP GRIEVANCES:

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

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

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

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

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

ARTICLE III

TEACHERS RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the association and its affiliates, his participation in any activities of the association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public but shall be subject to the grievance procedure herein set forth.

Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

The Board agrees to provide a teachers' room which shall be supplied with an air conditioning unit adequate to maintain comfortable temperatures in the room during warm weather.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

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

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

The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.

ARTICLE V

PAYMENT FOR CO-CURRICULAR SERVICES

No payment will be made to any teacher for co-curricular services as long as these duties are fairly shared by the entire faculty. The trip which the Eighth Grade takes each year, however, shall be considered a special case and though the Board recognizes no obligation under the law to pay the teachers for this service, it will do so at the rate of \$50.00 per teacher for trip.

Additional compensation shall be paid to certified teachers occupying the following positions:

A. Instructor of Cheerleading	\$200.00
B. Coaching sports - interscholastic basketball	\$250.00
C. Coaching sports - interscholastic soccer	\$250.00
D. Coaching sports - intramural and interscholastic baseball	\$250.00
E. Coaching sports - intramural, other than baseball - per sport	\$100.00
F. Head Teacher	\$300.00
G. Noon duty	\$500.00
H. Faculty Advisor for Yearbook	\$100.00
I. Faculty Advisor for Newspaper	\$100.00
J. Faculty Advisor for Safety Patrol	\$100.00

ARTICLE VI

SALARIES

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

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

ARTICLE VII

TENURE TEACHERS EVALUATION

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

Any complaints regarding a tenure teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating the teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint.

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

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

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

B. Such reports shall be addressed to the teacher.

C. Such reports shall be written in narrative form and shall include, when pertinent:

- (1) Strengths of the teacher as evidenced during the period since the previous report.
- (2) Weakness of the teacher as evidenced during the period since the previous report.
- (3) Specific suggestions as to the measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

ARTICLE VIII

NON-TENURE TEACHER EVALUATION

A. Supervisory reports of a non-tenure teacher shall be in narrative form and shall cover the following:

1. A non-tenure teacher's ability and/or performance in various categories such as
 - a. Preparation
 - b. Delivery of material
 - c. Classroom discipline
 - d. Appearance
2. The report will also outline any suggested measures which the teacher should take to improve his performance in areas wherein weaknesses have been indicated.

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

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

1. A copy of these reports shall be presented to the Board after each evaluation period.

ARTICLE IX

SICK LEAVE

As of September 1, 1975, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

Teachers shall be notified of the status of their accumulated sick leave at the end of each school year.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

As of the beginning of the 1975-76 and 1976-77 school years, teachers shall be entitled to the following temporary non-accumulative leave of absence with full pay each school year:

1. Three (3) days leave of absence for personal reasons. Application to the teacher's Principal or other immediate superior for personal leave shall be made at least seven (7) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. This leave cannot be taken the day before or the day after a school holiday.

2. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature if the Board approves.

3. Up to two (2) days for one (1) representative of the association to attend conferences and conventions of state and national affiliated organizations.

4. Time necessary for appearances in any legal proceeding connected with teacher's employment or with the school system. In any other legal proceeding, if the teacher is required by law to attend, there may be granted by the Principal up to a maximum of two (2) days.

5. (A) Up to five (5) days at any time in the event of death of a member of the teacher's immediate family. The term immediate family shall include the following: wife, husband, father, mother, child, brother, sister or a relative who at the time of death has been a member of the teacher's household.

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

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

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

8. Other leaves of absence with pay may be granted by the Board for good reasons. Where requests are made for a leave of absence without pay for reasons not contemplated within the paragraphs listed aforesaid, they may be granted within the discretion of the Board of Education on the following terms:

(1) If the application for leave is made in an emergency it shall be submitted at once through the Principal to the Board of Education in writing and the duration of the proposed leave of absence shall be contained in the written application;

(2) If the leave of absence is granted by the Board of Education it shall be on the condition that the person obtaining such leave shall notify the Board of Education at least 30 days before the expiration of the leave of absence of his intention to return or not. Failure to comply with this notice requirement shall be construed as an indication by the teacher of his resignation and the Board shall consider his position open and may seek and employ a replacement;

(3) Where leave is obtained on an annual basis not under emergency circumstances the application for such leave shall be made prior to April 1st in writing as aforesaid;

(4) A teacher granted annual leave in accordance herewith must notify the Board in writing of his intention to return or resign prior to April 1st of the following year. Failure to comply with this section shall be construed by the Board as a resignation on the part of the teacher and the Board shall be free to seek a replacement and fill the vacancy.

ARTICLE XI

INSURANCE PROTECTION

As of the beginning of the 1975-76 and 1976-77 school years, the Board will pay full family coverage for State of New Jersey public and school employees health benefit program.

ARTICLE XII

DEDUCTIONS FROM SALARY

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

The Board agrees to deduct upon direction of the teacher amounts for purposes permitted by law, providing, however, that the total number of deductions requested by each teacher may not exceed the amounts which the Board is obliged to make, plus an amount equal to the total capacity of the computer equipment employed by the Board to prepare the change.

ARTICLE XIII

POSTING OF TEACHER OPENINGS

A. Posting

All openings for positions in the accredited summer school, home teaching, federal projects, and other programs (including nonteaching positions for which teachers may be qualified and eligible) shall be publicized by the principal. Openings shall be publicized not later than the preceding March 1st and Teachers shall be notified of the action taken not later than June 1st. Home teaching openings shall be posted as they occur.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT AND

EDUCATIONAL IMPROVEMENT

A. Purpose

In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests and needs.

B. Programs

The Board agrees to implement the following at the beginning of the 1975-76 and 1976-77 schools years:

Pay and expense for required training

To pay the cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, or any training sessions which are relevant to the field of instruction in which the teacher is currently employed in this school district. No such costs or expenses may be paid for any course unless they have been first presented to the principal for Board approval of the offerings pursued by the teacher. The cost incurred shall not exceed Three Hundred (\$300.00) Dollars per teacher in any given year.

ARTICLE XV

SCHOOL CALENDAR

The School Calendar shall be developed each year by the Board after consultation with the Association and Supervising Principal. It is understood that the Spring Lake Heights Teachers Association may not appeal or submit disputes or grievances under this section to the Public Employment Relations Commission, the decisions of the Board in these areas being considered final.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

Board Policy

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

Separability

If any provision of the agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Compliance between this agreement and unattached documents

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

Printing

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

Notice

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

1. If by Association, to Board at, Mr. Nicholas Gentile
912 Claridge Drive
Spring Lake Heights, N.J.
07762

2. If by Board, to Association at, Mrs. Barbara Tobino
Spring Lake Heights School
Spring Lake Heights, N. J. 07762

or

908 16th Avenue
Belmar, N. J. 07719

ARTICLE XVII

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1975 and shall continue in effect until June 30, 1977. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the Association has caused this agreement to be signed by its President and attested by its Secretary, and the Board has caused this agreement to be signed by its President and attested by its Secretary, all on the day and year first above written.

ATTEST:

Doris K. Swerida
Doris K. Swerida, Secretary

SPRING LAKE HEIGHTS BOARD OF
EDUCATION

By:

Nicholas J. Gentile
Nicholas Gentile, President

ATTEST:

Rita Robbins
Rita Robbins, Secretary

SPRING LAKE HEIGHTS TEACHERS
ASSOCIATION

By:

Barbara Tobino
Barbara Tobino, President

AGREEMENT

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

The Board of Education of the Borough of Spring Lake Heights, as a consequence of negotiations under laws stated heretofore, and the Spring Lake Heights Teachers' Association have negotiated a salary guide for the years 1975-76 and 1976-77, copies of which are annexed hereto and made a part hereof.

ATTEST:

Doris K. Swerida
Doris K. Swerida, Secretary

SPRING LAKE HEIGHTS BOARD OF
EDUCATION

By: Nicholas Gentile
Nicholas Gentile, President

ATTEST:

Rita Robbins
Rita Robbins, Secretary

SPRING LAKE HEIGHTS TEACHERS'
ASSOCIATION

By: Barbara Tobino
Barbara Tobino, President

SALARY GUIDE 1975-76

Spring Lake Heights School
Spring Lake Heights, N. J.

	<u>N.D.</u>	<u>B.A.</u>	<u>B.A. 10</u>	<u>B.A. 20</u>	<u>B.A. 30</u>	<u>M.A.</u>	<u>M.A. 15</u>
1.	\$7,000	9,100	9,200	9,300	9,500	9,700	9,900
2.	"	9,550	9,650	9,750	9,950	10,150	10,350
3.	"	10,000	10,100	10,200	10,400	10,600	10,800
4.	"	10,450	10,550	10,650	10,850	11,050	11,250
5.	"	10,900	11,000	11,100	11,300	11,500	11,700
6.	"	11,350	11,450	11,550	11,750	11,950	12,150
7.	"	11,850	11,950	12,050	12,250	12,450	12,650
8.	"	12,350	12,450	12,550	12,750	12,950	13,150
9.	"	12,850	12,950	13,050	13,250	13,450	13,650
10.	"	13,350	13,450	13,550	13,750	13,950	14,150
11.	"	13,850	13,950	14,050	14,250	14,450	14,650
12.	"	14,350	14,450	14,550	14,750	14,950	15,150
13.	"	14,900	15,000	15,100	15,300	15,500	15,700
14.	"	15,450	15,550	15,650	15,850	16,050	16,250
15.	"	16,000	16,100	16,200	16,400	16,600	16,800
16.	13,941	16,225	16,325	16,425	16,625	16,825	17,025

Substitutes

1. The Board will keep at all times an adequate list of substitute teachers who shall be provided with appropriate orientation and training by the administration to help them instruct the classes they cover.

2. Substitutes pay will be twenty-two dollars (\$22) per day.

3. Starting on the tenth consecutive teaching day in one class, the sub-

stitute will be paid twenty-six dollars (\$26) per day.

4. Starting on the sixteenth consecutive teaching day in one class, the substitute shall have assumed full responsibility and, therefore, shall be placed on the proper step of the teachers' salary guide.

It is understood and agreed this salary guide applies to all classroom teachers in this system and the steps on the guide are determined in accordance with policies adopted by the Board of Education heretofore. Teachers are entitled to a position on the guide on a basis of service in the Spring Lake Heights School System, plus whatever experience and military service advantages are allowed them by the Board of Education on an individual basis. The terms B.A. and M.A. are intended to embrace the degrees in arts or sciences if the degree makes the teacher eligible for certification in accordance with the regulations of the State Department of Education. This guide is adopted and is binding upon the Board of Education and the Teachers Association until June 30, 1977.