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AGREEMENT

Between Borough of,

THE POINT PLEASANT BEACH BOARD OF EDUCATION

And

THE POINT PLEASANT BEACH EDUCATION ASSOCIATION

1983-1984

July 1, 1983 - June 30, 1984

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ARTICLE I
RECOGNITION

1. Pursuant to Chapter 123, Public Laws of 1974, the Board of
2. Education of the Borough of Point Pleasant Beach hereby recognizes
3. the Point Pleasant Beach Education Association, Inc. as the majority
4. representative for collective negotiations concerning terms and
5. conditions of employment for the school year 1983-1984, beginning
6. July 1, 1983, and ending June 30, 1984, for the following classes
7. of employees of the district:
- 8.A. All teaching personnel under contract, including librarians,
9. social worker, guidance counselors, learning disabilities specialist,
10. coaches, extra-curricular personnel, department heads, nursing per-
11. sonnel, and personnel on maternity leave, and contracted hourly or
12. part-time Chapter 46 and Chapter I teachers, but excluding:
13. 1. Superintendent, principals, directors of student services,
14. certified supervisors, office, clerical, custodial, maintenance,
15. cafeteria employees, teacher aides, psychologist.
16. 2. Per diem, part-time, and hourly employees other than employees
17. in A above, and all other employees of the Board.
- 18.B. Any new classes of employees to be included for recognition are
19. to be mutually discussed and agreed upon.
- 20.C. Unless otherwise indicated, the term "teachers" when used herein-
21. after in this Agreement shall refer to all professional employees
22. in the negotiating unit as above defined, and reference to male
23. teachers shall include female teachers.

ARTICLE II
NEGOTIATION PROCEDURE

1. A. The parties agree to enter into collective negotiations
2. over a successor Agreement in accordance with Chapter 123, Public
3. Laws 1974, in a good-faith effort to reach agreement on all
4. matters concerning the terms and conditions of teachers' employ-
5. ment. Such negotiations shall commence in accordance with PERC
6. Rules and Regulations and shall operate under the ground rules
7. established by the negotiating parties as the first order of bus-
8. iness, or as those rules are modified through mutual agreements.
9. It is recommended that at the first meeting both parties present
10. their total bargaining changes for the negotiating year, includ-
11. ing salary proposals and extra-curricular schedule, and that
12. ground rules shall have been worked out, and signed, prior to
13. the first meeting. There shall be no postponement of negotiating
14. sessions of more than one week in case of illness of a member of
15. either party to the negotiations. Any agreement so negotiated
16. shall apply to all teachers, be reduced to writing, be signed by
17. the Board and the Association, and be adopted by the Board.
17. B. During negotiations, the Board and the Association shall
18. present relevant data, exchange points of view and make proposals
19. and counter-proposals. The Board shall make available to the
20. Association for inspection all records in the public domain of the
21. Point Pleasant Beach School District.
22. C. Neither party in any negotiations shall have any
23. control over the selection of the negotiating repre-
24. sentatives of the other party. The parties mutually
25. 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 or the Association
3. that, as to him or the Association, there has been an inequitable, improper,
4. or unjust application, interpretation, or violation of a policy, agreement, or
5. administrative decision affecting said employee, Association, or group of
6. employees.

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

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

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

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

23. B. Purpose

24. 1. The purpose of this procedure is to secure, at the lowest possible
25. 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. Should the teacher or group of employees or the Association
2. not be satisfied with the disposition of the grievance at Level Two, or if
3. no decision has been rendered within five (5) school days after the grievance
4. was delivered to the Superintendent, he/they may, within five (5) school days
5. after the decision by the Superintendent, which shall include supporting
6. reasons, or ten (10) school days after the grievance was delivered to
7. the Superintendent, whichever is sooner, request in writing, that the
8. Association submit the grievance to the Board of Education.

9. 5. Level Four

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

17. 6. If the appellant, in his appeal to the Board, does not request a
18. hearing, the Board may consider the appeal on the written record sub-
19. mitted to it, or the Board may, on its own, conduct a hearing, or it
20. may request the submission of additional written material. Where
21. additional written materials are requested by the Board, copies thereof
22. shall be served upon the adverse parties who shall have the right to
23. reply thereto. Where the appellant requests, in writing, a hearing
24. before the Board, a 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 or group of employees may be represented at all stages
3. of the grievance procedure by himself/themselves, or, at his/their
4. option, by a representative selected or approved by the Association. When
5. Association representation is not requested, the Association shall have the
6. right to be present at all stages 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 designated
22. or selected representatives, heretofore referred to in this Article.

23. 4. If in the judgment of the Association, a grievance affects a group of
24. employees, the Association may submit such grievance, in writing, to the
25. Superintendent directly and the processing of such grievance shall be
26. commenced at Level Three.

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 Education 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 VISCHOOL CALENDAR

1. Two representatives shall be named by the Association to serve
2. on the Superintendent's Advisory Calendar Committee. As members
3. of the Calendar Committee, these representatives shall participate
4. in the deliberations of the Committee, present the suggestions of
5. the Association on calendar items, and assist in drafting the cal-
6. endar to be presented to the Board of Education 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 1983-1984 school years shall consist of 184 pupil days plus
11. the equivalent of 5 teacher professional days. Professional days
12. shall consist of one day prior to the opening of school, and: (1)
13. two (2) full days and two (2) half days (obtained through dismissing
14. students after a four-hour session), or (2) five (5) half days
15. (obtained through dismissing students after a four-hour session),
16. to be spaced through the school year as determined by the Board of
17. Education upon recommendation from the Calendar Committee. Plans for
18. professional days shall be given to the teachers involved at least
19. five days prior to the professional days. Teachers shall have the
20. opportunity to suggest items for any agenda and for small groups or
21. individual activities.

22. The Calendar Committee shall report its suggestions by March 15,
23. or as soon as the negotiating parties have agreed to the length of
24. the working year, whichever is sooner.

TEACHING HOURS AND TEACHING LOAD

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

4. 2. The arrival and departure times for all elementary teachers
5. (K-6) shall be 8:00 a.m. to 2:45 p.m. On Fridays or on days pre-
6. ceding a holiday or vacation, the teachers' day shall end at the
7. close of the student day. The high school teachers workday shall
8. be continuous and shall not exceed seven (7) hours and ~~ten (10)~~ 25
9. minutes. ~~However, teachers of grades 7 through 12 inclusive will~~
10. ~~return to a continuous workday of seven (7) hours and 25 minutes~~
11. ~~when the facility in which they teach permits their return to a~~
12. ~~single session day.~~ On Fridays or on days preceding a holiday
13. or vacation, the teachers' day shall be shortened by thirty (30)
14. minutes wherever possible. On half-day Workshops falling on
15. Friday, Monday through Thursday hours will pertain.

16. 3. If it becomes necessary because of the possible enrollment
17. problem for the school year, the Association agrees that the Board
18. may extend the normal school day--but not the length of any indi-
19. vidual teacher's day. Projected changes will be discussed with the
20. Association prior to their adoption.

21. Assignments of individual teachers to any new schedule that
22. may be found necessary by the Board shall be initially sought on
23. a voluntary basis for regular teaching assignments. Should the
24. Board be unable to obtain acceptance of a sufficient numbers of
25. voluntary assignments, it shall have the right to make the teaching
26. assignments on an involuntary basis, provided, however, that a teacher
27. so assigned, who asserts undue personal hardship would result, may
28. enter a complaint under the grievance procedure at Level Three and
29. if he so desires obtain expedited arbitration of his grievance.

Teaching Hours and Teaching Load

1. B. 1. The weekly teaching load in the high school shall be the equivalent of thirty (30) teaching periods. Assignments to a supervised study period shall be considered a teaching period for the purpose of this Article.
- 2.
- 3.
4. 2. The weekly teaching load in the elementary schools shall not exceed 25 hours of assigned pupil contact.
- 5.
6. 3. Assignments shall be made at the discretion of the administration and within the area of teacher competency, teaching certificate, or their major or minor fields of study, except temporarily and/or for good cause.
- 7.
- 8.
- 9.
10. C. 1. Teachers shall have a daily duty-free lunch period of at least the following lengths:
- 11.
12. (a) Elementary School - 50 minutes, except that during inclement weather there shall be at least 30 minute duty-free lunch period.
- 13.
- 14.
15. (b) High School - One class period.
16. 2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.
- 17.

1. D. 1a Elementary teachers may be required to remain after
2. the end of the regular workday, without additional compensation,
3. for the purpose of attending faculty or other professional
4. meetings four (4) days each month. Such meetings shall begin
5. no later than fifteen (15) minutes after the student dismissal
6. time and shall run for no more than sixty (60) minutes. If ad-
7. ditional time is required, students may be dismissed early.
8. 1b High School teachers may be required to attend
9. meetings four (4) days per month within the framework of a
10. teachers day. Such meetings should not extend the teachers
11. workday more than thirty (30) minutes.
12. 1c Every fourth Tuesday between that time period the
13. students are released and the teachers are to be released, the
14. Association may conduct a meeting on the school grounds, the
15. exact site to be agreed to by the Administration.
16. 2. Where practicable, the notice of an agenda for any
17. meetings shall be given to the teachers involved at least two (2)
18. days prior to the meeting. Teachers shall have the opportunity
19. to suggest items for the agenda.
20. E. Teacher Participation in extra-curricular activities
21. which require time beyond the hours specified in A-2, this
22. Article shall be voluntary. Compensation for specific, con-
23. tracted extra-curricular activities shall be at the rate shown
24. in Schedule E.
25. F. Teacher participation in educational field trips
26. which extend beyond the teacher's workday, as well as overnight
27. and weekend trips, shall be voluntary. A scheduled day field
28. trip for all hours, in excess of ten (10) hours shall be com-
29. pensated for at a rate of \$7.50 per hour.

1. G. Teachers shall be compensated for professional duties
2. on overnight field trips at the rate of twenty (\$20.00) over and
3. above regular salary. Overnight is defined to mean a trip where
4. pupils are housed away from home from one evening to the following
5. 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
3. possible, be utilized to this end. Therefore, the Board agrees to
4. continue the present practice of relieving teachers of certain non-
5. teaching duties.
6. B. Teachers shall be required to collect, count, or retain money
7. from pupils only when such sale or solicitation shall have been deter-
8. mined by the Board to have a relationship to the educational process.
9. C. The Board agrees that, whenever feasible, members of the office
10. staff and office practice students will be assigned to assist teachers
11. in performing clerical functions.
12. D. 1. Teachers shall not be required to drive to activities
13. which take place away from the school building. A teacher may do
14. so voluntarily, however, with the advance approval of his principal
15. or immediate supervisor. He shall be compensated at the rate of
16. twenty (20) cents per mile for the use of his own automobile.
17. The school vehicle shall be used for transportation whenever feasible.
18. 2. The Board shall continue to maintain appropriate insurance
19. covering the authorized use of the teacher's own automobile in the
20. performance of school duties.
21. E. 1. Attendance at regular PTA meetings will be optional for in-
22. dividual teachers.
23. 2. The principal may require attendance by teachers at a Back-to
24. School Night at the High School and one comparable event at the
25. Elementary School.

1. 3. The Board of Education may request teachers to attend a meeting
2. of critical importance to the school system.
3. 4. Some school functions apart from the normal school day require
4. the presence and help of the teaching staff.
5. For these functions, the principal in each school, by October
6. 1, have prepared a list of known school activities at that time. The
7. list will be circulated among the teachers, allowing each to choose,
8. so far as possible, his pro-rata share of these supervisory duties.
9. 5. No teacher shall be required to attend more than three (3)
10. non-compensated evening functions in a given school year.

ARTICLE IXEMPLOYMENT AND SALARIES1. 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 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 30th.

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 percent (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, August
5. 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. Professional work in the summer time shall be compensated at
15. the rate of ten dollars (\$10.00) per hour.

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".

ARTICLE XIITEACHER 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. A teacher's rebuttal may be attached.
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 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 Education Association.
15. C. The Board agrees to continue its policy of improvement of
16. physical facilities, with priority being given to the annual recom-
17. mendations of 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
20. Association to pay for all charges and to collect any revenue from
21. said phones.

ARTICLE XIVSUPERINTENDENT'S ADVISORY INSTRUCTIONAL COUNCIL

1. A. There is hereby established a Superintendent's Advisory Instructional
2. Council (SAIC) composed of eight (8) members, four (4) of whom shall be
3. teachers selected by the Association and four (4) of whom shall be
4. appointed by the Board, including one (1) board member.
5. B. The SAIC shall meet at least once each month with the Superintendent
6. to discuss and study subjects relating to the educational program provided
7. there has been submission of agenda items by any member of the committee
8. prior to the 10th calendar day of the month. Other items may be submitted
9. for the agenda within three days prior to the scheduled meeting date.
10. C. The SAIC is empowered to appoint sub-committees composed of teachers
11. and administrators to study and report upon any mutually agreed upon subjects.
12. D. All reports of the SAIC or its sub-committees, including any recommenda-
13. tions, shall be submitted, in writing, to all members of the SAIC, the
14. principals, and all Board members. A summary of such reports shall be sent
15. to all teachers.
16. E. Subjects of study by the committee might include but not be limited
17. to:
 18. 1. Development of total or specific parts of curriculum.
 19. 2. Discipline policy.
 20. 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. (e) Notification of Accumulation of Sick Leave
16. Teachers shall be given a written accounting of accumulated
17. sick leave days no later than the first day of each school year.
18. 2. Payment of Sick Leave for Service Connected Disability
19. Whenever any teacher, entitled to sick leave under this chapter, is
20. absent from his post of duty as a result of a personal injury caused by
21. an accident arising out of and in the course of his employment, his em-
22. ployer shall pay to such teacher the full salary or wages for the period of
23. such absence for up to one calendar year without having such absence
24. charged to the annual sick leave or the accumulated sick leave provided
25. in sections 18A:30-2 and 18A-30-3. Salary or wage payments provided
26. in this section shall be made for absence during the waiting period and

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

7. 3. Pay For Unused Sick Leave Days Upon Retirement

8. A teacher who retires shall be paid twenty (20) dollars for
9. each unused sick day up to a maximum of 300 days earned in the
10. Point Pleasant Beach School System. In order to qualify for this
11. benefit the teacher must:

12. 1. have been employed a minimum of fifteen (15) years in the
13. Point Pleasant Beach School System.
14. 2. notify the Board Secretary and Superintendent of Schools
15. sixty (60) days prior to the effective date of their re-
16. tirement, if possible; and
17. 3. the Board has received notification from the New Jersey
18. Pension and Annuity Fund filed with the Board Secretary.

19. These sick leave retirement funds will be paid to those who
20. qualify in July following their retirement date.

21. B. Short term leaves with pay.

22. 1. Each teacher shall be allowed up to six (6) days per year for
23. leaves for reasons other than those stated in Section A. The re-
24. quests for such days shall be in writing, addressed to the Super-
25. intendent. Two of these days may be requested with no given reason.
26. Deduction in pay may be made if reasons for absence are not approved
27. for any of the four remaining days covered in this section above
28. (B,1). In an emergency the request may be given orally to the
29. principal, with a written request to be turned in upon return to
30. school.
31. 2. Court Order: Appearance in court when required by subpoena,
32. except where the teacher has instituted the suit.
33. 3. Religious Days: Religious days and observances as prescribed by
34. the Commissioner's annual bulletin.
35. 4. Temporary (two-week) Active Training Duty: Time necessary for
36. teachers called into temporary active duty of any unit of the
37. United States Reserves or the State National Guard, provided such
38. obligations cannot be fulfilled on days when school is not in
39. session. A teacher shall be paid his regular pay in addition
40. 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 except with the expressed approval of the Board or its
9. designee.
10. C. Excessive Absence:
11. 1. Salary - Day's salary defined: When absence, under the circumstances
12. described in Section A above, exceeds the annual leave and the accumulated
13. leave, the Board of Education may pay any teacher each day's salary less
14. the pay of a substitute for such length of time as may be determined by the
15. Board of Education in each individual case. A day's salary is defined as
16. 1/200 of the annual salary. (18A:50-6 N.J.S.A.)
17. 2. Salary in cases of absence not constituting sick leave; additional sick
18. L Leave or accumulation sick leave: Nothing in this act shall affect the right
19. of the Board of Education to fix, either by rule or by individual considera-
20. tion, the payment of salary in cases of absence not constituting sick leave,
21. or granting sick leave over and above the minimum sick leave as defined
22. in this act or allowing days to accumulate over and above those provided
23. for in Section 18A:30-2.3 except that no teacher shall be allowed to increase
24. total accumulation by more than fifteen (15) days in any one year.
25. (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 may apply for a leave of absence, and
18. may 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). It is recommended
21. that the expiration of all maternity leaves of absence shall
22. coincide with the beginning of the school year unless the Board
23. and the teacher 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 school year, the Board shall provide the
2. 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 *14.54.*
 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 Education 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 1969 (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 Education 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)
23. 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 con-
2. tained herein for the term of said Agreement, and the Board shall
3. carry out the commitments contained herein and give them full
4. force and effect as Board policy.
5. B. Any individual contract between the Board and an individual
6. teacher, heretofore or hereafter executed, shall be subject to
7. and consistent with the terms and conditions of this Agreement.
8. If an individual contract contains any language inconsistent
9. with this Agreement, this Agreement, during its duration, shall
10. be controlling.
11. C. The Board and the Association agree that there shall be no
12. discrimination, and that all practices, procedures, and policies
13. of the school system shall clearly exemplify that there is no
14. discrimination in the hiring, training, assignment, promotion,
15. transfer, or discipline of teachers or in the application or
16. administration of this Agreement on the basis of race, creed,
17. color, religion, national origin, sex, domicile, or marital
18. status.
19. D. Copies of this Agreement shall be reproduced at the ex-
20. pense of the Board within sixty (60) days after the Agreement
21. is signed, unless it is during the summer, then in that event
22. on the first day in September or before the first work day,
23. whichever is later, of the new contract year, and presented to
24. all teachers now employed, or hereafter employed.
25. E. Whenever any notice is required to be given by either of
26. the parties to this Agreement to the other, pursuant to the
27. provision(s) of this Agreement, either party shall do so by
28. telegram or registered letter at the following addresses:

1. 1. If by Association, to the Board at Cook's Lane, Point
2. Pleasant Beach.
3. 2. If by Board, to the President of the Association.

ARTICLE XXIMaintenance of Classroom Control and DisciplineA. Definition of Responsibilities

1. A definition of the duties and responsibilities of all administra-
2. tors, coordinators, supervisors, teachers, and other personnel per-
3. taining to student behavior shall be incorporated into the Staff Manual
4. kept current for each contract year, and a copy of the Manual shall
5. be presented to each teacher at the start of each school year.

6. B. Special Assistance

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

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

15. C. Legal Reference Concerning Control and Discipline:

16. (1) 18A:6-1 No person employed or engaged in a school or
17. educational institution, whether public or private,
18. shall inflict or cause to be inflicted corporal punish-
19. ment upon a pupil attending such school or institution;
20. but any such person may, within the scope of his employ-
ment, use and apply such amounts of force as is reasonable
and necessary:

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

1. (2) to obtain possession of weapons or other dangerous
2. objects upon the person or within the control of a
3. pupil:
4. (3) for the purpose of self-defense; and
5. (4) for the protection of persons or property;
6. and such acts, or any of them, shall not be construed to
7. constitute corporal punishment within the meaning and in-
8. tendment of this section. Every resolution, bylaw, rule,
9. ordinance or other act or authority permitting or authorizing
10. corporal punishment to be inflicted upon a pupil attending
11. a school or educational institution shall be void.
12. (2) 18A:25-2 A teacher or other person in authority over such
13. pupil shall hold every pupil accountable for disorderly conduct
14. in school and during recess and on the playgrounds of the school
15. and on the way to and from school.
16. (3) 18A:37-1 Pupils in the public schools shall comply with the
17. rules established in pursuance of law for the government of
18. such schools, pursue the prescribed course of study and submit
19. to the authority of the teachers and others in authority over
20. them.
21. (4) 18A:37-2 Any pupil who is guilty of continued and willful
22. disobedience, or of open defiance of the authority of any
23. teacher or person holding authority over him, or of the habitual
24. use of profanity or of obscene language, or who shall cut, deface,
25. or otherwise injure any school property, shall be liable to
26. punishment and to suspension or expulsion from school.

1. (5) 18A:37-3 The parents or guardian of any pupil who shall
2. injure any school property shall be liable for damages for
3. the amount of the injury to be collected by the board of
4. education of the district in any court of competent juris-
5. diction, together with costs of suit.
6. (6) 18A:37-4 The teacher in a school having but one teacher or
7. the principal in all other cases may suspend any pupil from
8. school for good cause but such suspension shall be reported
9. forthwith by the teacher or principal so doing to the super-
10. intendent of schools of the district if there be one. The
11. superintendent to whom a suspension is reported or if there
12. be no superintendent in the district, the teacher or princi-
13. pal suspending the pupil may reinstate the pupil prior to
14. the second regular meeting of the board of education of the
15. district held after such suspension, otherwise such super-
16. intendent, principal or teacher, as the case may be shall
17. report the suspension to the board at such meeting.
18. (7) 18A:37-5 No suspension of a pupil by a teacher or principal
19. shall be continued longer than the second regular meeting
20. of the board of education of the district after such sus-
21. pension unless the same is continued by action of the board,
22. and the power to reinstate, continue any suspension reported
23. to it or expel a pupil shall be vested in each board.

ARTICLE XXII
DURATION OF AGREEMENT

1. A This Agreement shall be effective as of July 1,
2. 1983, and shall continue in effect until June 30, 1984,
3. subject to the Association's right to negotiate over a
4. successor Agreement as provided in ARTICLE II. This
5. Agreement shall not be extended orally, and it is ex-
6. pressly understood that it shall expire on the date
7. indicated.
8. In witness whereof, the Association has caused this
9. Agreement to be signed by its president and secretary and
10. the Board has caused this Agreement to be signed by its
11. president, attested by its secretary, and its corporate
12. seal to be placed hereon, on this 27 day of September,
13. 1983.

POINT PLEASANT BEACH EDUCATION ASSOCIATION, INC.

By (Signed) William Kunz
President

By (Signed) Ellen G. Stetser
Secretary

BOARD OF EDUCATION OF THE BOROUGH OF POINT PLEASANT BEACH

By (Signed) David J. Bopp
President

By (Signed) Dorothy B. Streaser
Secretary

SCHEDULE A1983-1984

<u>Step</u>	<u>B</u>	<u>B+30</u>	<u>M</u>	<u>M+30</u>
1	13,500	14,040	14,470	15,350
2	14,030	14,560	15,030	15,990
3	14,560	15,080	15,590	16,630
4	15,080	15,640	16,210	17,340
5	15,640	16,210	16,790	17,970
6	16,210	16,790	17,340	18,620
7	16,790	17,340	17,970	19,250
8	17,340	17,970	18,620	19,890
9	17,970	18,620	19,250	20,520
10	18,620	19,250	19,890	21,010
11	19,250	19,890	20,520	21,650
12	20,150	20,780	21,270	22,540
13	20,780	21,270	21,910	23,240
14	21,270	21,910	22,540	23,950
15	21,910	22,540	23,420	24,650
16	22,860	23,560	24,270	25,680
17	23,560	24,270	24,970	26,390
18	24,270	24,970	25,680	27,080
19	24,970	25,680	26,390	27,790
20	26,320	27,030	27,740	29,140
21	26,630	28,380	29,090	30,490
22	29,020	29,730	30,430	31,840
	8 cr.	130	8 cr.	270
	16 cr.	270	16 cr.	530
	24 cr.	400	24 cr.	800

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 SALARY GUIDE 1983-1984

<u>STEP</u>	<u>SALARY</u>
1	\$ 13,000
2	13,400
3	13,800
4	14,200
5	14,600
6	15,000
7	15,400
8	15,800
9	16,200
10	16,700
11	17,200
12	17,700
16	18,600
20	18,800

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 New Jersey public school
4. districts and in bordering states shall be placed on a step which
5. represents a salary increase for them. In no case shall the step be
6. higher than his proper placement.
7. 3. Teachers with teaching experience in non-public schools and in
8. public schools from non-bordering states may receive credit for the
9. years experience in these schools.
10. 4. Credit for military service, up to a total of four years, shall be
11. given on the basis of twelve-month years. Such a year, or major
12. fraction thereof of military service, shall be equal to one academic
13. year of teaching experience.
14. 5. Teachers with work experience, other than teaching, but related to
15. their teaching field may be given credit in experience in the related
16. field. Evaluation of special related experience shall be the respon-
17. sibility of the Superintendent.
18. 6. The determining factor for salary placement on the schedule shall be:
19. (a) The number of years experience (as mentioned in
20. 1 to 5 above), and
21. (b) The training of a teacher.

COLLEGE CREDIT QUALIFICATIONS

23. 1. A. Teachers will receive a college credit increment as specified
24. 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. (3) Courses shall not be credited which are taken prior to
2. receiving a regular New Jersey Certificate in the field
3. in which the teacher is employed.
4. 1. B. Teachers will receive a college credit increment for each eight
5. hours of college credit completed beyond a Master's Degree up to thir-
6. ty hours beyond the Master's Degree.
7. (1) Courses shall be approved for increment credit which
8. are as follows:
9. (a) graduate courses as listed in accredited
10. college catalogs.
11. (b) All NDEA and NSF summer, academic
12. year, and in-service institutes, with credits
13. listed by institutions, as equal to graduate
14. credit.
15. (c) Special seminars, conferences, and courses
16. not covered above, taken in consultation with
17. the Superintendent of Schools for credit det-
18. ermination. Approval in writing must be
19. obtained from the Superintendent before
20. these courses can be taken for salary guide
21. increases.
22. (d) In the subject field in which the teacher is
23. teaching, or

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.

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 and
3. Interscholastic Coaching and other programs (including non-teaching
4. positions for which teachers may be qualified and eligible) shall be
5. adequately publicized by the Superintendent. People who wish to apply
6. for 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
12. considered, then the entire staff shall be notified of the opening. The
13. rate for home instruction shall be \$10.00 per hour for 1983-1984 plus
14. 20¢ per mile travel expenses for teachers tutoring homebound students
15. outside Point Pleasant Beach.

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

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

27. Definitions:

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

32. Notification by the Superintendent shall be in a written memo. Such
33. notification shall contain (a) a job title, (b) a brief explanation of the
34. job and/or conditions of the job where necessary, (c) information as to when
35. and to whom to apply. These notices shall be posted on bulletin boards in the
36. principals' offices and faculty lounges. During the summer vacation
37. period, the president of the Education Association will be notified and he/
38. she will use the "teacher chain" telephone method to inform respective
39. teachers.

SCHEDULE EEXTRA-CURRICULAR COMPENSATION1983-1984COACHING GUIDE

	2200	2300	2400	2500	2600	2700
Athletic Director	2200 ⁰⁵	2300 ²³⁵⁰	2400 ²⁴⁸⁵	2500 ²⁶⁵⁰	2600 ²⁷⁷⁰	2700 ²⁹⁰⁰
AVA Director (E.S.)	700					
AVA Director (H.S.)	1900					
Band Director (E.S.)	800 ⁹⁰⁰					
Band Director (H.S.)	1500	1600	1700	1800	1900	2000
Band Director Asst. (H.S.)	700					
Baseball Head Coach	1500	1600	1700	1850	1950	2125
Asst. Coach	1000	1100	1200	1350	1450	1550
Freshman Coach	900	1050	1200			
Basketball Head Coach	1600	1750	1800	1900	2050	2150
Asst. Coach	1100	1200	1300	1400	1500	1600
Freshman Coach	985	1150	1250	1375	1475	1575
Behind-the-Wheel Driving Instructor	\$10 per hour					
Bowling	900	1000	1100	1250	1350	1450
Camera Club Advisor	700					
Cheerleader Varsity Coach	1200					
JV Coach	900					
Elementary Coach	650					
Child Study Team Director	2300					
Class Advisors	500	600	700	800	900	1000
Cross Country	900	1000	1100 ⁷⁰	1250 ¹²⁰⁵	1350 ¹³⁷⁰	1450 ¹⁴⁷⁵
Dramatic Advisor	900					
Forensics Advisor	700					
Football Head Coach	1900	2250	2350	2400	2450	2550
Asst. Coaches	1050	1150	1300	1400	1500	1650
Golf	900	1000	1100	1250	1350	1450
Head Teacher (K-6)	1000					
Head Teacher (7-8)	1000					
Head Teacher (9-12)	2000					
Indoor Track Head Coach	900	1000	1150	1275	1375	1475
Asst. Coach	825	930	1025	1075	1120	1220

Intramural/Extramurals (E.S.)							
Basketball (Boys)	650						
Basketball (Girls)	650						
Basketball	650						
Baseball 7th & 8th Gr.	650						
Soccer	650						
Intramural/Extramurals (H.S.)							
Aerobic/Dancing	650						
Basketball (Boys)	650						
Basketball (Girls)	650						
Bowling	650						
Floor Hockey	650						
Gymnastics	650						
Physical Conditioning	650						
Volleyball (Boys)	650						
Volleyball (Girls)	650						
Key Club Advisor	650						
Language Arts Dept. Chairman	1000						
Mathematics Dept. Chairman	1000						
National Honor Society	500						
Phys. Ed./Health Dept. Chairman	1000						
Safety Patrol (E.S.)	725						
Science Club (E.S.)	675						
Science Dept. Chairman	1000						
School Accounts Treasurer	1200						
	1400						
Soccer Head Coach	1500	1600	1700	1850	1950	2125	
Asst. Coach	1000	1100	1200	1350	1450	1550	
Social Studies/Business Dept. Chairman	1000						
Special Subjects Dept. Chairman	1000						
Student Council Advisor	1350						
Student Publications Sponsor (E.S.)	675						
Student Publications Sponsor (H.S.)	800						
Summer Band Director	1550						
Tennis	900	1000	1100	1250	1350	1450	

Track Head Coach	1500	1600	1700	1850	1950	2125
Asst. Coach	1000	1100	1200	1350	1450	1550
Twirlers & Color Guard	750					
Wrestling Head Coach	1600	1750	1800	1900	2050	2150
Asst. Coach	1100	1200	1300	1400	1500	1600
Yearbook Financial Advisor (H.S.)	575					
Yearbook Production Advisor (H.S.)	1200					
Yearbook Production Advisor (E.S.)	675					

It is understood that anyone 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 this guide unless another step is agreed to by the Board of Education.

Increments shall be based on a satisfactory evaluation. Every person is evaluated annually in writing, and is furnished a copy of the evaluation.

SCHEDULE F

SUPERVISORY REPORTS ON TEACHERS

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

8. Principals have been asked to use as much available evidence as
9. possible when preparing each report. Further, the reports for
10. non-tenure teachers shall include the observations and evaluations
11. required by N.J.S.A. 18A:27-3.1 through N.J.S.A. 18A:27-3.3 and
12. the rules established by the State Board of Education pursuant
13. thereto. For tenure teachers, whose quality of work is well-
14. known to the principal, there should be at least one formal
15. observation.

16. Other material may be filed in a teacher's folder, such as
17. letters of commendation or reports of unusual contributions to
18. the school or community.

19. Each teacher should sign each report before it is submitted
20. to the Superintendent. The teacher is invited to add comments
21. if he/she so desires.