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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

The Board of Education of the Township of
Eagleswood, in the County of Ocean, N.J.

and

Eagleswood Education Association

July 1, 1976 to June 30, 1978

LIBRARY
Office of Management and
Public Relations

1977

RUTGERS UNIVERSITY

AGREEMENT

This Agreement made this day of 1976,
by and between

THE BOARD OF EDUCATION
OF THE
TOWNSHIP OF EAGLESWOOD

AND

EAGLESWOOD EDUCATION ASSOCIATION

Pursuant to Chapter 123 of the Laws of 1974

WITNESSETH: That the parties agree that they shall be bound by
the following agreement, effective July 1, 1976 to June 30, 1978.

I

RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the following personnel: All certified teaching staff members, who are not ineligible, and who are employed on the basis of one-half time or more. Excluded is the administrative principal, whether or not serving also as a classroom teacher or any other capacity.

II

NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiation over a successor agreement, pursuant to the procedure provided by law. Negotiations shall commence with the filing by the Association with the Board Secretary of its proposals, if any, for the revision of contract language and remuneration. Such negotiations shall begin not later than October 15 of the final academic year for which this contract is made.

III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance. A grievance is a claim by a teacher that as to him there has been an administrative decision or other action in violation of this agreement, or of a right based upon the Laws of New Jersey or the regulations of the State Board of Education.
2. Group Grievance. A group grievance is a grievance that directly effects the Association as a whole, or two or more members collectively.
3. Aggrieved Person is the person or persons, or the Association making the claim or grievance.
4. Party in Interest is the person or persons making the claim and any person directly affected thereby, including, above level one, the Board and the Association.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time. The number of days indicated at each level should be considered to be the appropriate time necessary for completion of the steps required, and failure, without adequate explanation to do so, will authorize the aggrieved party to assume such action is decided adversely to him. Any such time may be extended by mutual agreement.
2. Year-End Grievance. 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, the time set forth herein shall be accelerated as practicable so that the grievance procedure may run its course prior to the end of the school year, or as soon thereafter as practicable.
3. Informal Solutions. A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the object of resolving the matter informally.
4. Level One. If the grievance shall be decided adversely to the aggrieved person, or not otherwise satisfactorily resolved as the result of the consultation required above Level One, the aggrieved person may file a written statement of the grievance

with the principal or immediate superior. Such grievance shall be responded to in writing within five (5) working days.

5. Level Two. If the written grievance shall not be responded to within five (5) days, or if the aggrieved person is dissatisfied with the reply or action resulting therefrom, the aggrieved party may within five (5) days of the reply, or of when the reply was due, refer the grievance to the Board of Education by filing the same with the Secretary of the Board, with copies of all documents pertaining thereto, and of any answer to the same. The Board shall consider the same, and respond not later than five (5) days after the next regular Board meeting, which occurs at least five (5) days after the filing of the grievance with the Board Secretary, provided, however, that if either party shall request an informal hearing or conference, the same shall be held at the earliest mutual convenience of the parties, and the response made within five (5) days thereafter. The Board may defer action until the next regular meeting thereafter if such delay is considered necessary to obtain further information or advice. Actions of the Board shall be expressed in writing.
6. Level Three. If the aggrieved party is dissatisfied with the action of the Board, or if such action is not taken within

the times specified, the aggrieved party may apply for advisory arbitration to the Public Employees Relations Commission, but if it does not provide this service, then the American Arbitration Association, but such application shall be made within fifteen (15) days of final Board action on the grievance.

7. No grievance may be originated more than thirty (30) days after the occurrence complained of.
8. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personal file of any of the participants.
9. The grievance procedure shall be available to a teacher by reason of non-renewal of a non-tenure contract, provided that it is based upon a claim that the non-renewal was upon a legally insufficient basis.
10. No reprisals shall be taken by the Board or the Association against any party in interest by reason of participation in the grievance procedure.

IV

CRITICISM OF TEACHERS

Any questions or criticism by a supervisor, administrator, or Board member of a teacher or his instructional methods shall in the first instance be made in confidence, and not in the presence of students, parents, or other public gatherings.

V

TEACHERS RIGHTS

No teacher shall be disciplined or reduced in compensation without just cause, except as provided by law, and shall be entitled to a hearing concerning the same; provided, however, that nothing contained herein shall be substituted for any procedure provided by law or the directives of the Courts relating to termination of employment, withhold of increments, or other established procedure, whether for tenured or non-tenured teachers. Should any teacher receive an unsatisfactory evaluation, criticism or reprimand in writing, a copy of the same shall be given the teacher, who may reply thereto in writing within five (5) days. If the document in question is placed in the teacher personnel file, the reply shall be appended thereto.

VI

STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny, modify or restrict any right conferred upon either party or any party in interest, arising out of New Jersey School Law or any other law or regulations, or any other vested rights or responsibilities.

VII

RELEASED TIME FOR MEETINGS

No teacher shall suffer any loss of pay by reason of participation during working hours in negotiations or other proceedings scheduled by the Board, P.E.R.C., or the Commissioner of Education, and arising out of the operation of this school district.

VIII

USE OF SCHOOL BUILDINGS

Permission is granted the Association to conduct meetings in the school building, not to interfere with scheduled school activities, and not requiring additional service or hours of custodial personnel, the date, time and space requirements to be approved by the administrative principal or the Board.

IX

USE OF SCHOOL EQUIPMENT

Permission is granted to the Association to use school equipment, including ditto or mimeographing machines, and audio-visual equipment in their customary locations with the consent of the administrative principal or Board Secretary. Such use shall be not inconsistent with school requirements, and subject to reimbursement for the cost of materials and any repairs necessitated by such use.

X
SCHOOL CALENDAR

The School Calendar shall be adopted by the Board prior to the adoption of the annual salary guide. Increases in the number of working days or reduction in holiday periods shall thereafter be made only after agreement between the Board and the Association.

XI
TEACHERS DAY

- A. The arrival and departure times for all teachers shall be designated in their total in-school work day, which shall not exceed seven (7) hours.
- B. Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings not oftener than one day each week, and which will so far as practical be scheduled on a regular basis on a day other than Friday. Nothing in this provision shall prevent the scheduling of meetings as required by special problems. The notice for any meeting shall be given to the teachers involved at least two days prior to the meetings, except in an emergency. Teachers may have the opportunity to suggest items for the agenda.

XII
INSTRUCTIONAL PLANNING AND PROFESSIONAL SERVICE

As professional educators, the teachers assume the responsibility for the preparation of adequate and appropriate lesson plans, and their conscientious execution in the classroom. The plans are expected to meet customary professional standards, and be adequate for the use of substitutes, as well as the classroom teacher. They need not be in a standardized form, unless the teacher is notified by the administrative principal that they are in some respect inadequate.

XIII

POSTING

All openings for positions in summer school, home teaching, federal projects, and other programs, including non-teaching positions for which teacher may be qualified and eligible, shall be publicized by the administrative principal.

XIV

TEACHER EVALUATION

Every evaluation or report of classroom visit intended for inclusion in the teacher's file, shall be in writing, and a copy shall be delivered to the teacher, who shall be entitled to one (1) day to consider it before any conference to discuss it. The teacher shall acknowledge on the original, receipt of a copy. The acknowledgement shall not imply concurrence in the contents. The teacher shall be entitled to file a written comment on the evaluation, receipt of which shall be acknowledged in the same manner by the principal or other evaluator. The written evaluation shall be prepared within one(1) working day after the evaluation, and delivered to the teacher within that time unless the teacher is absent. The written comments of the teacher, if any, shall be prepared and delivered within three (3) working days thereafter. Both shall then be entered in the file.

XV

COMPLAINT PROCEDURE

Prior to entry in a teacher's file, any complaint shall be reduced to writing, discussed with the teacher, and an attempt made to resolve the matter informally.

The teacher shall have the right to be represented at all stages of the proceedings by the Association or an Attorney.

XVI

COMPENSATION

The salary schedule appended hereto and approved by the parties shall be the basis for compensation of the teaching staff members covered hereby, subject to all provisions of law relating to modification of salary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and secretaries this day of 1976.

ATTEST:

EAGLESWOOD TOWNSHIP BOARD OF EDUCATION

SECRETARY

by _____ PRESIDENT

ATTEST:

EAGLESWOOD TOWNSHIP TEACHERS ASSOCIATION

SECRETARY

by _____ PRESIDENT

SALARY GUIDE

1976-77

	B	B+30	M	M+30
1	8,750	9,100	9,450	9,750
2	9,100	9,450	9,800	10,100
3	9,450	9,800	10,150	10,450
4	9,800	10,150	10,500	10,800
5	10,150	10,500	10,850	11,100
6	10,500	10,850	11,150	11,450
7	10,850	11,150	11,500	11,800
8	11,150	11,500	11,850	12,150
9	11,500	11,850	12,200	12,500
10	11,850	12,200	12,550	12,850
11	12,200	12,550	12,900	13,200
12	12,550	12,900	13,250	13,550
13	12,900	13,250	13,600	13,900

SALARY GUIDE

1977-78

	B	B+30	M	M+30
1	9,100	9,464	9,828	10,140
2	9,464	9,828	10,192	10,504
3	9,828	10,192	10,556	10,868
4	10,192	10,556	10,920	11,232
5	10,556	10,920	11,284	11,544
6	10,920	11,284	11,596	11,908
7	11,284	11,596	11,960	12,272
8	11,596	11,960	12,324	12,636
9	11,960	12,324	12,688	13,000
10	12,324	12,688	13,052	13,364
11	12,688	13,052	13,416	13,728
12	13,052	13,416	13,780	14,092
13	13,416	13,780	14,144	14,456

