

AGREEMENT

2002 - 2005

TOMS RIVER

EDUCATION ASSOCIATION

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TOMS RIVER

BOARD OF EDUCATION

PREAMBLE

This Agreement entered into the 1st day of July 2002 by and between the Board of Education of the Toms River School District, Dover Township, New Jersey, hereinafter called the "Board" and the Toms River Education Association, hereinafter called the "Association".

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**SECTION 1
GENERAL PROVISIONS**

Applies to all

ARTICLE 1 - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all personnel whether under contract or on leave, employed on behalf of the following unit:

Classroom Teachers
Special Teachers which include Guidance Counselors,
Librarians, Learning Disabilities Specialists,
Social Workers and Speech Correctionists
Nurses
Senior Secretaries
Secretaries
Attendance Officers
Special Education Paraprofessionals
Alternate School Aide
Psychologists hired after June 30, 1981
ASAP Counselors
Supplemental Teachers - See Addendum A
TV Studio Secretary/Technician

but excluding:

Administrators
Supervisors of Instruction
School Psychologists
Custodians
Cafeteria Employees
Transportation Employees
All Other Employees of the Board

- B. 1. Unless otherwise defined, the term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the negotiating unit and reference made to male employees shall include female employees.

ARTICLE 2 - NEGOTIATION PROCEDURE

A. In accordance with Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, the Board and the Association agree to enter into negotiations concerning terms and conditions of employment and to meet in formal session to exchange demands in accordance with the prescribed rules and regulations promulgated by the Public Relations Commission.

B. Facts, opinions, proposals and counter proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding in agreement. The Board shall make available, prior to and during negotiations, the Association for inspection, all pertinent records, data and information of the Toms River School District which are within the public domain.

C. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the employees involved are free from assigned instructional responsibilities. All costs shall be shared equally.

D. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, for the duration of this Agreement.

E. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

F. Except as this Agreement shall hereinafter provide, all terms and conditions of employment applicable on the effective date of this Agreement shall remain in full force and effect except that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Definition:

A "grievance" shall mean a complaint by an employee that there has been to him a personal loss, injury, or inconvenience because of a violation, misinterpretation or inequitable application of Board policy, of this Agreement, or of any administrative decision affecting members.

A grievance, to be considered under this procedure, must be initiated in writing by the employee within thirty (30) calendar days from the time when the employee knew or should know of its occurrence.

B. Procedure:

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall

permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

b. It is understood that employees shall during and notwithstanding the pendency of any grievance continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

3. Any employee who has a grievance shall discuss it with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the principal specifying:

- a. The nature of the grievance
- b. The nature and extent of the injury, loss or inconvenience
- c. The results of previous discussions
- d. His dissatisfaction with decisions previously rendered

The principal shall communicate his decision to the employee in writing within three (3) school days of receipt of the written grievance.

5. The employee no later than five (5) school days after receipt of the principal's decision may appeal the principal's decision to the Superintendent of Schools.

The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with the decision previously rendered. A hearing shall be held at this level before the Superintendent or his or her designee if requested by the grievant. This hearing will occur before a decision at this level is rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee and the principal.

6. If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, they shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision except in the case of grievance involving any of the following points.

- a. A complaint of a non-tenure employee which arises by reason of his not being re-employed.
- b. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education such as, but not limited to, questions on tenure, increment denial, or suspension.
- c. A complaint by any employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.
- d. Any matter which, according to law, is either beyond the scope of Board authority or limited to action by the Board alone, except as limited by Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act.
- e. A complaint by an employee occasioned by the withholding of a salary increase or increment.

8. For those items specified as non-arbitrative, the Board shall if requested by the grievant meet and hear the grievant's position. In the specific case of a non-tenure employee who grieves by virtue of not having received a new contract, the Board need not give written reasons for its decision.

9. a. The following procedure will be used to secure the services of an arbitrator:

- (1) A request will be made to the Public Employment Relations Commission to submit a roster of persons

qualified to function as arbitrators in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) school days of either the initial request for arbitration or the second request, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator

b. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

c. Rights of employees to representation:

(1) Any aggrieved person may be represented to all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. All documents, communications and records shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

(2) When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of the submission of the grievance to the Superintendent or any later level be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered. A copy of the principal's written decision made in response to a written grievance shall be given to the Association immediately.

(3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion,

discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

d. The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half (1/2).

ARTICLE 4 - EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover of the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, or other laws of New Jersey, or the Constitution of New Jersey and the United States.

B. No employee shall be disciplined or reprimanded without just cause. Any such actions asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

C. Whenever any employee is required to appear before the Board or Committee thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment, or the salary or any increments pertaining to, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing to advise and represent him during such meeting.

If the representative selected is an employee of the Toms River Schools, said representative shall be released from all duties at the Board's expense for the duration of the meeting.

D. Administrators and employees will act in a professional manner where instances of personal criticism are concerned.

ARTICLE 5 - ASSOCIATION RIGHTS AND PRIVILEGES

A. Pursuant to Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or

refrain from any such activity. As a duly selected body, exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, or other laws of New Jersey, or the Constitution of New Jersey and the United States.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, or if required to so meet by decision of a mediator, fact-finder or arbitrator, he shall suffer no loss in pay.

C. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that the administration has been duly notified and approval has been secured.

D. The Board agrees to furnish to the Association the agenda and minutes of all Board meetings and the names, addresses and telephone numbers of all employee members.

E. The Association and its representatives shall be permitted to use school buildings in accordance with Board policy.

F. The Association may be permitted to use school building equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for damage which they cause to the equipment.

G. The Association shall be permitted to purchase expendable office supplies and other materials from the Board's supplies at the price paid by the Board or from existent stock if such is available. In either event, a purchase order is required.

H. The Association shall have, in each school building, the exclusive use of a bulletin board in each staff lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association typed and meeting notices provided copies are presented in advance of posting to the appropriate administrator.

I. The Association shall be permitted to use the interschool mail facilities and school mailboxes.

J. If the Association President or his designee is a teacher, he shall be assigned on the basis of four (4) period block teaching day and shall be released from all non-teaching duties. Upon notification to his principal, he may leave his building to perform Association business. If he enters another school, he must notify the principal immediately of his presence, and he cannot interfere with normal school activities or with a member in the performance of his classroom duties. If the Association President or designee is an elementary teacher not in a departmentalized situation, said teacher would be released of teaching responsibilities at 12:00 noon each day.

At the option of the Association, the President or his/her designee shall be released from all teaching and non-teaching duties for the full year with Board paying one-half (1/2) year's salary and continuing all benefits.

K. One employee in each building designated by the Association as building representative, the Association Vice President, Membership Chairperson and Grievance Chairperson, if a teacher, will not be assigned non-teaching duties at his school.

ARTICLE 6 - SCHOOL CALENDAR

A. The school calendars for 2002 thru 2005 be as set forth in Schedule B.

B. The Association shall be consulted timely, before the submission of the annual school calendars of the Board.

C. Subject to prior approval by the Superintendent or his designee, no more than ten (10) vacation days may be taken while school is in session, as per present Board procedures.

ARTICLE 7 - EMPLOYEE PRACTICES

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

B. Salary increases and increments shall be made in accordance with law: Title 18A: 29-14.

C. 1. Each presently employed employee shall be placed on his/her proper step on the salary schedule.

2. The Board reserves to itself the right to grant credit for outside teaching experience and any experience which it deems of value to the school system at the time of initial employment or re-employment.

3. Any employee moving to a different job category of non-certified employment within the district shall have his/her longevity recognized.

D. Employees shall be given written notice of their contract and salary status not later than April 30th providing a master contract has been negotiated by that time.

E. At the beginning of each month, the Board will provide the T.R.E.A. with a list of personnel additions and changes.

F. An employee who uses his/her personal car for approved school business will be reimbursed at the current IRS rate.

G. Consistent tardiness on the part of any employee shall result in disciplinary action.

ARTICLE 8 - EMPLOYEE ASSIGNMENT

A. In filling a vacancy with the negotiation unit, the Board agrees to give due weight to the background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. The Superintendent has the authority to hire staff from outside the system as required.

ARTICLE 9 - PROMOTIONS

A. Promotional positions are defined as follows: Positions on the administrative/ supervisory levels of responsibility and all vacancies in promotional positions, including specialist and/or special project teachers, pupil personnel workers, positions in programs funded by the Federal Government and vacancies in evening school and summer school shall be adequately publicized by the Superintendent in accordance with the following procedures:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) calendar days before the final date when applications must be submitted and in no event less than fifteen (15) calendar days before such date. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all applications.

2. Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in

session shall submit their names to the Superintendent, together with the positions for which they desire to apply, and an address where they can be reached during the summer.

The Superintendent shall notify such employees of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable and in no event less than fifteen (15) calendar days before the final date of which application shall be accepted. In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, in each school and a copy of said notice shall be given to the Association.

B. In both situations set forth in Section A above, the qualifications for the position, its duties and the rate of compensation, shall be clearly set forth. The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore.

C. All qualified employees shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration of all applications and other relevant factors. In filling such vacancies, preference shall be given to qualified employees' length of service in the Toms River Regional School District; however, the decision of the Board shall not be subject to arbitration as provided in Article 3-B-6 and 7. Each employee applicant not selected shall, upon written request, receive a written explanation, a copy of which shall become a part of his permanent file from the Superintendent. When possible, appointments shall be made not later than sixty (60) days after the notice is posted in the schools or the giving of notifications to the interested members. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

ARTICLE 10 - EMPLOYEE EVALUATION

A. 1. Employee evaluations shall be conducted consistent with statutory and code requirements.

2. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

a. The evaluation of employees is to be done by appropriate certificated staff members under the direction of the Superintendent or his designee.

b. An employee shall be given a copy of each evaluation report prepared by his evaluators prior to a post evaluation.

c. All employees' evaluations will be reduced to writing on the appropriate evaluation report form. The employee may respond to the evaluation with a written response within fifteen (15) days of the post evaluation conference.

Qualitative descriptors will not be used in the attendance evaluation of employees. The number of days absent and category will be noted.

d. The principal of each school will establish a folder for each employee assigned to that school. The principal's copy of evaluations will be kept in this folder. All folders will remain in the possession of the principal. In the event that an employee is transferred to another school within the district, the employee's folder will be forwarded to the receiving principal.

e. Whenever an employee leaves the district, the evaluation folder is to be permanently filed in the Superintendent's office.

B. Once a year, upon two (2) school days' notice, an employee shall have the right to review the content of his personnel file and to make reproduction of non-confidential file materials at his expense. No more than ten (10) employees on any one (1) day shall be given such review rights and no materials shall be removed from the file. An employee shall have the right to submit a written answer to any materials contained in his file and have it attached to such material.

C. Final evaluation of an employee upon termination of his employment shall be concluded prior to severance. No documents other than those pertaining to grievance settlements or the employee's performance shall be placed in his file after severance.

D. Any employee shall have the right to make a request in writing for an observation of his/her work for the purpose of personal improvement of his/her job performance.

E. Any material which, in the sole judgment of the Superintendent, is of a derogatory nature and is to be placed in the personnel file, shall be reproduced and a copy given to the employee involved.

F. At least twenty-four (24) hours prior to a post-observation conference the employee observed shall receive a written copy of the observation report.

ARTICLE 11 - EMPLOYEE FACILITIES

A. Each school shall have the following facilities:

1. The present facilities for a separate, private dining area for the exclusive use of the employees are adequate, and it is the intent of the Board to continue this practice.

2. Free and adequate off-street paved parking facilities.

3. Suitable closet space for each employee to store coats, overshoes and personal articles.

4. An appropriately furnished and air-conditioned room shall be reserved for the exclusive use of employees as a staff lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

B. In order to permit freedom of access both during and after regular school hours, all employees, upon reasonable request, shall be provided access in the staff lounge and staff work area.

C. Coffee and soda vending machines may be installed where practicable in the employees' lounge, providing such vending machine equipment covers all costs involved in its installation and operation. The operation of said machines is the sole responsibility of the Association, and the Association is liable for any damage or custodial service made necessary as a result of their operation.

ARTICLE 12 - ASSOCIATION ADMINISTRATION LIAISON

A. The Association representatives shall meet with the Superintendent and such administrators as he selects, normally once a month, unless it is mutually agreed to extend this period of time, to review and discuss current school problems and practices. The committee shall consist of five (5) representatives appointed by the Association and five (5) representatives appointed from the Administration selected by the Superintendent of Schools. This committee in no way alters or modifies the function of any committee which has been or shall be established by the Administration.

B. Individual school principals shall meet with the Association representatives from that individual school building, normally once a month, unless it is mutually agreed to extend this period of time. The Association and the principal shall agree on a calendar of meetings. These meetings shall in no way disrupt the educational program. Matters that pertain to individual grievances shall not be subject to these meetings. The Association representatives shall number no more than three (3).

ARTICLE 13 - SICK LEAVE

A. All employees employed shall be entitled to sick leave days for each school year as of the first official day of said school year whether or not they report for duty on that day, as follows:

- | | | |
|----|----------------------------|---------|
| 1. | Ten (10)-month employee | 10 days |
| 2. | Eleven (11) month employee | 11 days |
| 3. | Twelve (12)-month employee | 12 days |

It is further agreed that such sick leave as may be unused shall be accumulative without limit from year to year.

B. 1. The Board may ask for an examination by a medical doctor of its own choosing at any time and use the results in reaching a decision when the circumstances so warrant. The cost of such medical examination will be paid by the Board. Employees may not be charged with a sick or personal day for this purpose.

2. The Board may request a doctor's certificate prior to payment of salary of sick leave used.

3. The Board, upon application, will consider hardship cases for extension of sick leave. However, any decision of the Board in such a case shall be final and binding.

C. Written notice of accumulated sick leave days for the previous year shall be placed in each employee's mail box not later than September 15th. Include the personal days that have accumulated since 1987 for the purpose of adding to the unused sick leave upon retirement purposes only.

D. All teachers employed full time in the summer school shall be granted two (2) non-accumulative sick leave days to be used exclusively during the summer session applicable. *

E. Should an employee die after submitting a letter of resignation, any benefits due them under the Sick Leave Incentive Board policy shall be paid to their estate.

Should a retired employee die and has qualified for the Sick Leave Incentive Board policy, those benefits will be paid to that person's estate.

F. Should an employee die, while in active service, the Board will pay the employee's estate for any unused sick leave up to 150 days.

*This pertains to teachers only.

ARTICLE 14 - TEMPORARY LEAVE OF ABSENCE

A. All employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year and such days of temporary leave must be taken as either one-half (1/2) or one (1) full school day. No leaves shall be taken immediately prior to or immediately after holidays and vacations. Only one of the three personal leave days may be taken immediately prior to or immediately after a holiday or vacation. Any exceptions must be requested in writing to the Superintendent or his designee and must have written approval.

1. Employees are entitled to three (3) days personal, non-accumulative leave, subject to advance notice. Such leave will be granted without reasons being given.

Personal leave means an activity that requires the employee's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session.

2. Up to five (5) days at any one time shall be granted to employees in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, spouse's grandparent, or any person with whom the employee has made his home and any other member of the immediate household.

3. In the case of the death of a near relative defined as first cousin, uncle, aunt, niece or nephew, there should be no deduction in the salary for absence the date of funeral subject to advance notice and approval of the Superintendent.

4. Any other leave of absence granted by the Board may be without pay.

5. No leave of absence shall be granted due to the requirements of a second job.

6. Professional leave for such purposes as attending meetings, seminars and visiting other schools may be granted.

Professional leave decisions rest with the Superintendent of Schools and the Board of Education. Professional leave decisions will not be subject to arbitration.

7. If an employee is subpoenaed by a court of law to appear on behalf of the Board, such employee shall do so without loss of pay.

ARTICLE 15 - EXTENDED LEAVE OF ABSENCE

A. The Board agrees that one (1) employee designated by the Association shall, upon request, be granted a leave of absence without pay for one (1) year for the purpose of engaging in activities of the Association or its affiliates. Such leave shall be for one (1) school year and shall not be renewable.

B. A leave of absence without pay of up to two (2) years shall be granted to any employee who joins the Peace Corps, VISTA, National Teacher- Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any of such programs, or accepts a Fulbright Scholarship.

C. An employee may be granted a maternity leave under one (1) of the following:

1. OPTION ONE: Said leave to be covered by sick leave.

The employee shall return to work when physically able, but within six (6) weeks after birth.

A reasonable notice (at least ten (10) days) shall be given in advance of said leave. A similar notice shall be given by the member prior to returning to work.

2. OPTION TWO: Said leave to be granted without pay.

The employee shall notify the Superintendent of Schools at least sixty (60) days in advance of her leaving to take a maternity leave without salary.

If said leave starts prior to the month of January the employee is to return to work at the beginning of the school year of the following September. The return date for a twelve (12) month employee is July 1st.

If said leave starts after January 1, the employee is to return to work at the beginning of the school year of the following September or at the beginning of the school year in September of the next succeeding year. The return date for a twelve (12) month employee member is July 1.

In either instance, the employee on leave must notify the Superintendent of Schools by April 1 of her intention to return or not to return to work.

The practice of granting an additional year of maternity leave beyond the provision of Option Two will be continued for the duration of this Contract contingent upon written receipt for same to the Superintendent no later than April 1st of the preceding school year.

Lack of notification is considered a violation of the Contract.

D. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

E. Other leaves of absence without pay may be granted at the sole discretion of the Board.

F. 1. Upon return from leave granted pursuant to Section B of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. An employee shall not receive increment credit for the time spent on any other leave granted pursuant to this Article, nor shall time count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits to which an employee was entitled at the time of his leave of absence commenced, including unused accumulated sick leave and credit toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

G. An employee given an official leave of absence by the Board shall continue on the Board's insurance and medical policies provided:

1. The premium for three months shall be paid in advance by the employee on leave and shall continue to be paid three (3) months in advance during the approved leave of absence.

2. If the employee fails to pay in advance in accordance with Paragraph 1 above, a thirty (30) day grace period shall be allowed and if the three (3) months' payment is not made within this period, coverage shall lapse.

H. All extensions or renewals of leaves shall be applied for and granted in writing.

I. The Board shall grant a leave of absence for the school year, without pay, to any employee to campaign for or serve in public office, or to campaign for a candidate for public office other than himself.

J. Employees will be eligible for provisions of the Family Medical Leave Act consistent with State and Federal statutes.

ARTICLE 16 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. Continuing Education Unit Credits.

For the duration of the contract, the practice of awarding staff members Continuing Education Unit Credits for Board of Education approved in-service workshops/programs will be awarded in accordance with the following procedures/guidelines.

a. Ten (10) contact workshop hours will be required for each earned one (1) Continuing Education Unit Credit.

b. For every five (5) Continuing Education Unit Credits earned, two hundred and fifty (\$250.00) dollars will be paid to the staff member. This money will be added to the staff member's base salary.

The maximum CEUs allowed per employee is one thousand five hundred (\$1,500) dollars or thirty (30) CEUs.

c. A committee consisting of three (3) members appointed by the Association and three (3) members appointed by the Superintendent shall review the CEU Program and applications for CEU Credit and, as such, will make appropriate recommendations to the Board of Education for its consideration through the Superintendent or his designee.

d. The Board of Education shall retain the right to accept or reject recommendations submitted by the committee.

e. In the event of discontinuance of the plan, by the Board of Education, earned CEU Credits not converted to salary payment at the time shall be reimbursed on a prorated basis to individual employees affected. This prorated amount will be added to employee's salary as in the above. In the event of discontinuance, employees enrolled in courses shall continue until those courses are completed.

ARTICLE 17 - PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. The Board shall continue to fulfill requirements placed upon it by law for the protection of employees, students and property.

B. Pursuant to the Statutes of the State of New Jersey, Title 18A: 6-1, no person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary:

1. To quell a disturbance threatening physical injury to others.
2. To obtain possession of weapons or other dangerous object upon the person or within the control of a pupil.
3. For the purpose of self defense.
4. For the protection of persons or property and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intent of this section. Every resolution by law, rule, ordinance, or other act or authority permitted or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

C. Pursuant to the Statutes of the State of New Jersey, Title 18A: 16-6, whenever any civil action has been or shall be brought against any person holding any office, position, or employment under the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and in the course of the performance of duties of such office, position, employment, or student teachers, the board shall defray all costs of defending such action including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting there from, and said board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

D. Pursuant to the Statutes of the State of New Jersey, Title 18A: 16-6.1, should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

- E.
1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior. This should be done on appropriate forms.
 2. Employees shall immediately report to their immediate supervisors cases of assault upon pupils. This should be done on appropriate forms.
 3. Such notification shall be immediately forwarded to the Superintendent by the building principal who shall comply with any reasonable request from the employees for any information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police and the courts.
 4. Employees will be apprised of their rights under the law in connection with any case of alleged assault.

F. If an employee is working under conditions he considers unsafe or unhealthy, such employee shall first discuss this with his building principal and, if unsatisfactory, is entitled to institute a grievance.

ARTICLE 18 - INSURANCE PROTECTION

A. New employees, certified and non-certified, with the exception of those new employees with three or more years experience in any public school system, shall receive single coverage with the option of purchasing other benefits offered to other employees of the Board of Education. New employees with three or more years experience in any public school system shall receive all benefits offered to the other employees of the Board of Education.

B. As of the beginning of July 1, 2002 school year, the Board shall provide the health care insurance protection designated below:

1. Provision of the health-care program shall be detailed in master policies in accordance with the rules of the carrier, as agreed upon between the Board and the Health Care Provider:

- a. Eligibility - Effective Date
- b. Important Information About your Medical Plan
- c. Health Maintenance Organization
- d. Hospital Benefits
- e. Skilled Nursing Facility Benefits
- f. Surgical Benefits
- g. Second Opinion Surgical Benefits
- h. Anesthesia Benefits
- I. Assistant Surgeon Benefits
- j. Doctor's Attendance Benefits
- k. Laboratory and X-Ray Benefits
- l. Radiotherapy Benefits
- m. Prescription Drug Benefits
- n. Emergency Accident Benefits
- o. Major Medical Benefits
- p. Medical Conversion Privilege
- q. General Limitations
- r. Medicare Eligibles
- s. Coordination of Benefits
- t. Payment of Benefits
- u. Termination of Insurance
- v. Benefits Extension
- w. Accident and Health Provisions

2. Prescription Plan - \$5.00 co-pay for generic drugs and \$10.00 for name brands.

3. Dental Plan - no deductible

4. Optical - Family Plan, \$10.00 co-pay to cover the annual costs of eye examinations, lenses and frames.

The Toms River Board of Education and the Association agree that the Board has the latitude to investigate and implement alternative carriers for prescription drugs, dental and major medical carriers to provide that all benefits and acceptability remain equal or better.

C. The Board and the Association shall provide to each employee a description of the health care insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage as listed above.

D. Subject to approval by the carrier, retirees shall be permitted by advance payment to purchase group health insurance at the group rate, at no cost to the Board of Education.

E. All employees who are on an off-payroll status, with the exception of family leave, will be obligated to pay their insurance benefits premiums for the period of time they are off payroll.

ARTICLE 19 - DEDUCTION FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its employees dues for the Toms River Education Association, the Ocean County Education Association, the New Jersey State Education Association, or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Law, 1967 (NJSA 52: 14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the membership chairperson of the Toms River Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association membership chairperson shall disburse such monies to the appropriate Association or Associations. Employee authorization shall be in writing in the form below:

Authorization
To Deduct Association Membership Dues

Name _____
Soc. Sec. No. _____
School Bldg. _____ District _____

To Disbursing Officer Toms River Regional Board of Education:

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1st and July 1st next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve-the governing board and all of its officers from any liability therefore.

I designate the Toms River Education Association to receive dues and distribute according to the organization(s) indicated:
Toms River Education Association
Ocean County Education Association
New Jersey Education Association
National Education Association

- 2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of said change.
- 3. Additional authorization for dues deduction may be received after August 1st under rules established by the State Department of Education.
- 4. The filing of notice of an employee’s withdrawal shall be prior to December 1st and June 1st and become effective to halt deductions as of January 1st and July 1st next succeeding the date on which notice of withdrawal is filed.

B. The Board agrees to deduct from employees’ salaries money for the MON-OC Federal Teachers Credit Union. Any employee may have such deduction discontinued or modified at any time upon sixty (60) days’ written notice to the Board.

ARTICLE 20 - RIGHTS OF THE BOARD

A. Except otherwise provided in this Agreement and under the provisions of Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, the Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public, all the operations and activities of the Toms River School District to the extent authorized by law.

B. Anything to the contrary notwithstanding, nothing contained in any section, paragraph, or sub-section of the Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.

ARTICLE 21 - PERSONAL FREEDOM

A. The Board and the Association agree that the private and personal life of an employee is not within the appropriate concern or attention of the Board, except as it may interfere with the employee’s responsibilities to and relationships with students and/or the school system.

B. The Board and the Association agree that employees will be entitled to full rights of citizenship and no religious or political activities of any employee outside of school, or the lack thereof, will be grounds for any disciplinary action or discrimination with respect to the professional employment of such employee, providing they do not violate the Constitution of the United States, the Constitution of the State of New Jersey and the Statutes of the State of New Jersey.

ARTICLE 22-VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. 1. Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than January 30th. Such statement shall include the school and/or department to which he/she desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
2. As soon as practicable, but no later than June 1, the Superintendent shall deliver to the Association a system-wide schedule showing the names of all employees who have been reassigned or transferred, and the nature of such reassignment or transfer.
- B. 1. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirements and no such request shall be denied arbitrarily, capriciously, or without basis in fact. A request for transfer must be submitted each school year.

ARTICLE 23 - INVOLUNTARY TRANSFER OR REASSIGNMENT

A. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the immediate superior, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent shall meet with him. The employee may, at his option, have an Association representative present at such a meeting.

ARTICLE 24 - COMPLAINT PROCEDURE

- A. The principal shall immediately notify the employee of any complaint made by a parent, pupil or other person regarding the employee if in the opinion of the principal/department supervisor, the complaint is of consequence and has merit.
- B. Whenever a complaint merits notification of the employee the principal shall meet with the employee to discuss possible solutions.
- C. No adverse action shall be taken against an employee as the result of a complaint without the employee first having an opportunity to respond and have counsel of the employee's own choosing.
- D. Any grievance generated as a result of paragraph C will start at step five (5) (Superintendent's level).

ARTICLE 25 - MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of the Agreement to any employee or groups of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- D. Copies of this Agreement shall be printed and the expense shall be shared equally by the Board and the Association as soon as possible after the Agreement is signed. A copy shall be presented to all employees now employed, or thereafter employed.
- E. Whenever any notice is required by this Agreement to be given by either of the parties to the other by telegram or registered letter, pursuant to the provisions of this Agreement, the following addresses will be used:

1. If by Association, to Board at Board Office.
2. If by Board, to Association at 20 Hadley Avenue, Toms River, N.J. 08753

ARTICLE 26 - REPRESENTATION FEE

A. The Association shall on or before September 30th deliver to the Board a written statement containing the following:

1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34: 13A-5.4.
2. A statement that the Association has established a “demand and return system” in accordance with the requirements of N.J.S.A. 34: 13A-5.4.
3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with paragraph C below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

C. Payroll Deduction Schedule: The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck.

1. In November; or
2. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deduction will begin with the first paycheck paid ten (10) days after the resumption of the employee’s employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the

Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

3. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

D. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

E. The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit, or action of any nature whatsoever, which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee or any sum of money as a representation fee under the provision of this Agreement.

ARTICLE 27 - SALARIES

- A.
 1. Salary increases and increments shall be made in accordance with law: Title 18A: 29-14.
 2. Employees shall receive pay checks issued every two weeks.

In the event that schools are closed on a regularly scheduled payday, checks will be issued on the last day on which schools are open.

 3. All ten (10) month employees shall receive their final checks on the last working day in June, provided all legal requirements have been met and information found to be accurate.
 4. All co-curricular activities for which a contract is issued will be paid after the season is completed.
5. The Board will offer a twelve (12) month (summer savings) pay option to all ten (10) month employees.
6. At the beginning of each school year the Board will provide a schedule of pay days for that year.

ARTICLE 28 - SICK LEAVE REDUCTION

A. Upon retirement, having completed twenty years (20) or more of service in the district, any member of the TREA, as defined by Article 1, shall be reimbursed in lieu of accumulated sick leave and personal days to a maximum of one hundred and fifty (150) days.

Payment per diem shall be calculated by dividing a number of contract days into the last year's salary or the salary in which the highest income was obtained whichever shall be greater by the number of contract days.

- * ten month contract divided by two hundred (200) days gives per diem
- * eleven month contracts divided by two hundred and twenty (220) days gives per diem
- * twelve month contracts divided by two hundred and forty (240) days gives per diem

The resulting per diem rate shall be multiplied by the total days accumulated to a maximum of one hundred and fifty (150) days. The amount shall be payable in equal payments in a minimum of three (3) years.

In order to be eligible for such sick leave reduction incentive, employees must have been actively employed in the school district during the immediate 12 months prior to retirement. Actively employed means entitled members must have performed their assigned job description duties the 12 months immediately prior to eligibility for this incentive.

SECTION II

CERTIFIED PROVISIONS

Applies to all teaching staff members

ARTICLE 29 - TEACHERS RIGHTS

A. The Board recognizes the responsibility of a teacher to determine promotion and grades within the grading policy of the Toms River School District based upon his professional judgment or available criteria pertaining to any given subject area or activity for which he is responsible. In the event the administration makes a change, reasons for that change shall be discussed with the teacher if he is available. If the teacher is not available, said verbal reasons shall be reduced to writing and a copy forwarded to the teacher.

ARTICLE 30 - SCHOOL CALENDAR

A. The in-school work year of teachers employed on a ten (10) month basis shall be two (2) days longer than the school year for pupils in accordance with Article 6c. One (1) day shall be devoted to orientation and pre-opening preparations. One (1) day shall be utilized as a professional day. An additional orientation day shall be added for all teachers new to the district.

B. All professional personnel on a twelve (12) month contract with one (1) year service in the system shall be granted three (3) weeks vacation with pay, plus those holidays accrued to the professional staff.

In addition, they shall be granted four (4) weeks vacation with pay after ten (10) years of service in the district.

ARTICLE 31 - TEACHING HOURS AND TEACHING LOAD

A. 1. Teachers shall indicate their presence for duty by initialing the appropriate column of the faculty "sign in" roster.

2. All teachers shall report for duty fifteen (15) minutes before the opening of the pupils' school day and shall remain fifteen (15) minutes at the end of the school day. The fifteen (15) minutes end of day requirement may be waived at the discretion of the Superintendent for teacher attendance at graduate classes. The time required to remain after the close of the school day shall be extended for meetings with parents, conferences with other professionals and aid assistance to students as required. On the day before a holiday, the teacher work day shall end for each teacher with the completion of his assigned responsibilities.

B. 1. The daily teaching load in the senior high schools shall be five (5) teaching periods plus a study hall or its equivalent and shall not exceed five (5) hours of pupil contact per day, except for vocational education

which shall be six (6) hours. K-8 elementary shall be no more than six (6) hours of pupil contact per day.

2. Elementary teachers shall not be required to be present when specialist teachers, such as teachers of art, physical education, music, librarians, etc. are working with their pupils. This time is to be considered preparation time and/or conference time by the teacher so relieved.

All elementary teachers in grades 1-6 shall be given a preparation period each day.

The following provisions shall apply to all 1-6 elementary teachers:

a. Duty free lunch period shall be extended to thirty-five (35) minutes per day.

b. Daily preparation time shall be forty (40) minutes per day.

In no event shall any elementary teacher be deprived of more than a total of four (4) preparation periods in one school year.

3. Each intermediate level teacher shall be given at least one (1) preparation period each school day.

4. Senior high school teachers shall not be required to teach more than two (2) subject areas nor more than a total of two (2) teaching preparations at one time. Teachers may volunteer to teach additional subject areas and/or teaching preparations.

5. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher shall be assigned to serve as a substitute. Volunteers and assigned teachers shall be paid according to Schedule A-5 "per teaching period" providing they teach. If the teacher conducts a study session in lieu of teaching, he shall be paid according to Schedule A-5 "per study hall period".

C. 1. Any teacher employed in both morning and afternoon session shall be entitled to a duty free lunch period during the hours normally used for lunch period in the school day. Such duty free lunch period shall not be less than thirty (30) minutes.

Kindergarten teachers shall have an uninterrupted duty free lunch period of not less than forty (40) minutes. K-6 teachers shall not be

assigned to cafeteria duty or playground duty. Playground and cafeteria duty shall be performed by aides.

In the event that the Board seeks teachers to supervise playground and cafeteria duty, such duty shall be provided by volunteers at the “in-school substitution rate per teaching period”. In the event that an insufficient number of volunteers are available, the Superintendent or his designee shall have the authority to assign teachers to such duty.

2. Teachers may leave the building without requesting permission during their schedule duty free lunch period after notifying the principal’s office.

D. 1. Normally, faculty meetings of a period of forty-five (45) minutes shall occur no more than once each month except in cases of emergency. Such meetings shall begin no later than fifteen (15) minutes after pupil dismissal. Schools assigned to tiers three and four may hold faculty meetings before school. Such meetings may not start more than forty-five (45) minutes before the opening of school.

2. An Association representative may speak to the teachers at any faculty meeting at the conclusion of the meeting.

3. The notice of an agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the meeting except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

E. 1. The Board will grant extra pay as set forth in the Toms River Schools Extra Curricular Guide to those teachers who are selected by the Superintendent of Schools and who agree to perform the enlisted assignment beyond the normal school day.

2. Kindergarten teachers shall be guaranteed no less prep-time than they received in 1988-89.

F. The Board recognizes the concerns of the Association with respect to the time spent by staff members in preparing for Individual Education Plan Conference.

G. 1. The work day shall be the same for ASAP as the high school times which includes a forty-two (42) minute lunch period.

2. Time worked beyond the regular work day may be compensated for with flexible time. Time worked beyond thirty-four (34) hours shall be compensated for on an hour for hour basis. After forty (40) hours, it will be an hour and a half for an hour.

3. Other than phone duty, twelve (12) month personnel get holidays as any other twelve (12) month employee, and 10 month personnel will operate under the regular teachers’ contract.

a. Phone duty will be done on a rotating basis.

4. If an ASAP staff member must attend an evening school function, the flexible time-can be prearranged with the district coordinator. However, since all teachers in the district must attend one back-to-school night, then the first evening function should count as this obligation and no flexible time will be honored.

5. Flexible time must be taken within thirty (30) days of accrual.

6. Any flexible time taken longer than two (2) hours will be arranged with three (3) days prior notice to the district.

7. Professional Days that exceed the regular work day are not eligible for consideration for flexible time.

H. The nurses’ day will be equal in time to the teaching day with starting times and ending times established for the specific needs of the school in which the nurses are assigned.

I. The end of the work day for teachers who teach in more than one (1) school shall be the closing time of the school that began their day.

ARTICLE 32 - CLASS SIZE

A. The Board agrees to work toward an instructional classroom size of an average of twenty-nine (29) students as determined by the financial condition of the district, building facilities available and availability of qualified teachers. In the event that more than twenty-nine (29) students are assigned to a classroom, the teacher will be notified by the principal.

ARTICLE 33 - NON-TEACHING DUTIES

A. The Board will strive to minimize the non-academic duties of a teacher. In so doing, priority shall be given K-8 elementary.

B. In assigning any duties outside the regular school day, the Board must first seek volunteers from within the District. If there are no volunteers, the Board must then seek personnel outside the District. Failing that, then the Board shall have the right to assign the duty.

ARTICLE 34 - EMPLOYMENT

A. A teacher with previous teaching experience in Toms River Regional School District shall upon returning to the system receive full credit on the salary schedule and be granted previously accumulated unused sick leave, for military experience or alternative civilian service required by the Selected Service System, Peace Corps, VISTA, or National Teacher Training Corps work and time spent on a Fulbright Scholarship.

ARTICLE 35 - TEACHER ASSIGNMENT

A. Placement and assignment are made with the primary concern for the needs of students within the framework of experience, background, competency, certification and interest of the teacher.

B. Insofar as possible, all teachers shall be given written notice of their class, subject and building assignment for the forthcoming year as near as June 1st as possible, but not later than August 1st.

In the event of an emergency, the teachers' work schedule may be changed after August 1st with notification to the teachers and the TREA President. Teachers affected will be afforded a conference by the principal or supervisor to explain the reasons for the change in the schedule not later than the first full week of school.

C. The parties recognize that change in grade assignment in the elementary schools, changes in subject assignments in the high schools and transfer between schools may be necessary. Such transfer and change of assignment shall be on voluntary basis whenever possible. No transfer or change in assignment shall be made without a principal, assistant principal, superintendent or assistant superintendent holding a prior conference with the teacher.

D. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practicable. Teachers who may be required by the Board to use their own automobile in the performance of their duties, and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all such travel at the current IRS rate. Mileage payment shall apply only from school locations.

E. No later than January 15th of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

F. Supervision of student teacher by a teacher shall be voluntary.

G. Prior to the assignment of student teachers, the Superintendent or his designee shall provide each prospective cooperating teacher with a resume when available.

ARTICLE 36 - TEACHER EVALUATION

A. Tenure and non-tenure teachers will be evaluated consistent with Board Policy.

ARTICLE 37 - TEACHER FACILITIES

A. Each school shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies.

2. The present facilities for a teacher work area contain adequate equipment and supplies to aid in the preparation of instructional materials, and it is the intent of the Board to continue this practice in all new buildings. Air conditioning will be provided in existing members' lounges.

3. A serviceable filing facility for the exclusive use of each teacher.

4. A standard system enabling teachers to communicate with the main building office shall be devised for all buildings where no intercommunication system exists. The Board affirms its intention to install an inter-communication system in all new buildings.

5. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.

6. Adequate chalkboard space in every classroom.

7. A Webster's Collegiate or unabridged dictionary in every classroom.

8. Adequate books, quality paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibility.

ARTICLE 38 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board shall provide payment or reimbursement of graduate credits, subject to the following regulations:

1. The teacher must be fully certified and obtain tenure in any district.
2. Such courses must be taken in an approved college and at the graduate level. To be eligible for reimbursement, applications must be submitted to the Superintendent prior to college enrollment. Courses will be reviewed and reimbursement made upon approval of the courses by the Board in concert with the Superintendent.
3. Graduate course work that is successfully completed (grade C or better) will be reimbursed by the school district up to a maximum reimbursement of no more than one hundred fifty-four dollars (\$154.00) in 2002-2003) and one hundred-fifty-seven dollars (\$157.00) in 2003-2005) per college credit.

No more than nine (9) credits will be financed at the above rate in any twelve (12) month period which runs from September to September, for any one teacher.

4. Reimbursement will not be made until after completion of the course or courses, and after an official transcript has been forwarded to the Superintendent's Office.
5. No reimbursement shall be made for credits for which a grant covering such cost is received by the teacher, nor shall such payment be made to a teacher on sabbatical leave.

B. Athletic Trainers will receive four hundred eight dollars (\$408.00) in 2002-2003; four hundred sixteen dollars (\$416.00) in 2003-2005. Individual maximum to be one thousand three hundred sixty-six dollars (\$1,366.00) in 2002-2003; and one thousand three hundred ninety-four dollars (\$1,394.00) in 2003-2005 and credits needed for re-certification not to be used towards CEUs.

ARTICLE 39 - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. The Board recognizes its responsibility to give administrative support and backing to its teachers, although each teacher bears the primary responsibility for maintaining control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable

and just and in accordance with established Board policy. It shall be the responsibility of the teacher to report to his principal in writing on forms provided the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

B. When, in the judgment of a teacher, a student is, by his behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him to the principal. No student shall be readmitted without administrative notification to the teacher regarding disposition.

C. If the teachers in a school are concerned with the manner in which behavioral problems are being administered within that school, the matter will be discussed between the Association representative and the principal. If the matter is not satisfactorily resolved at that level, the Association representative may have the matter placed on the agenda of the next regularly scheduled meeting between the Association and the Superintendent.

ARTICLE 40 - SABBATICAL LEAVE

A. A joint committee consisting of four (4) teachers and four (4) members from the Board and/or Administrative and Supervisory Council shall be established to review all sabbatical leave requests.

Said committee shall be convened by the Superintendent no later than September 15th of each school year and shall be responsible for establishing rules, regulations and forms, with necessary administrative support to be furnished by the office of the Superintendent.

1. No more than ten (10) members of the total professional staff may be on sabbatical leave during any one school year.
2. No one shall be eligible for sabbatical leave unless he shall have been employed by the Toms River School District for a minimum of seven (7) years.

No one shall be eligible for a repeated sabbatical leave without an intervening seven (7) years of continuous employment by the Toms River School District.

3. Sabbatical leave may be granted for purposes of study, research, or writing. In all cases there must be demonstrable and immediate benefit to the educational program of the district.

The committee shall make final and binding recommendations in regard to the granting of sabbatical leaves.

4. Sabbatical leave shall be granted for one (1) school year and the recipient shall receive half pay (½) for one (1) school year sabbatical. All other fringe benefits to be continued during the period of the employee's sabbatical leave.

5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule of the level which he would have achieved had he remained as a teacher in the system during the period of his absence.

6. Upon return from sabbatical leave, the teacher will be returned to his grade level or subject areas as a regular classroom teacher if a vacancy exists. The Board reserves the right to utilize such a teacher in any capacity covered by the teacher's certification if the Board deems it necessary.

7. Regular deductions for the state retirement fund and other normal deductions shall be made from the salary of any person on leave. The Board will match retirement funds, as required by law.

8. The granting of a sabbatical leave shall be contingent upon a commitment to return to the District and serve a minimum of two (2) years beginning with the first school year following completion of sabbatical leave.

9. All sabbatical leave recipients must sign a promissory note to ensure their return to the District upon completion of the sabbatical leave.

ARTICLE 41 - ACADEMIC FREEDOM

A. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the school system, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue the truth in the performance of their classroom functions. Accordingly, the Board and the Association agree that:

1. The nature of American democracy requires that citizens be able to listen to all sides of a controversial issue, sort out the facts and arrive at independent conclusions. Students in school, therefore, have a right to be exposed to issues which are within their intellectual grasp and are under current debate in our society.

2. The rights of students impose certain obligations upon the Board, the teachers, the administration and the community.

3. The Board will attempt through its policies to employ capable teachers, supply them with the necessary teaching materials and maintain an atmosphere of academic freedom in the schools.

4. Teachers as individuals through their councils, committees, departments and faculties, will be responsible for determining when and how to deal with controversial issues according to the maturity and needs of students and the policies of the Board of Education.

5. The community has a right to expect that controversial issues will be presented in a fair and unbiased manner and to communicate through proper channels to the Board if convinced they are not.

6. Teachers shall consult with the administration the appropriateness of discussing any planned controversial issues with children.

ARTICLE 42 - MATERIALS SELECTION POLICY

A. Teachers, librarians, supervisors and administrators shall select, for recommendation to the Board, educational materials which are carefully balanced to include various points of view on any controversial subject.

B. In the event of criticisms of materials that are in the school, or their utilization, the following will be the procedure:

1. The teacher, librarian, or principal will listen to the complaint but make no comment on the materials. He will request the complainant to complete a Citizens' Request for Reconsideration of Materials that are used in the School form stating his objections to the material.

2. The materials in question are reviewed by a Materials Committee. This committee is to be made up of two (2) teachers, two (2) librarians, (including the librarian from the concerned school) and two (2) administrators (including the principal of the concerned school), appointed by the Superintendent.

3. The committee reads (views or listens to) the material in question as well as reads the reviews of the materials wherever possible. General acceptance of the materials shall be checked by consulting authoritative lists and the holdings of similar schools. Passages (or section) of any material shall not be pulled out of context, but values and faults shall be weighed against each other and opinions based on the material as a whole. The decision at this point shall rest

with the committee. It is the intent that the committee issue a report as soon as possible.

4. The complainant is sent a copy of the report.

5. If it becomes necessary for the Board to review the action of the Materials Committee, the final decision shall rest with the Board.

C. For each of the years of the contract, there will be an allowance of twenty (\$20.00) dollars, per teacher, added to their base salary in September each year for the purchase of materials pertaining to their work.

D. The Textbook Policy Committee presently established shall continue to function in each building.

ARTICLE-43 - FAIR DISMISSAL

A. The Board will continue its policy of offering a hearing before the Board, if so requested, for a non-tenure teacher in the event of discharge or demotion in the employment status of the teacher.

SECTION III

NON-CERTIFIED PROVISIONS

Applies to secretaries, special education
Paraprofessionals, alternate school aide, attendance officers - as appropriate

ARTICLE 44 - SCHOOL CALENDAR

A. Secretaries employed on ten (10) month basis shall have a work year from September 1 to two (2) days beyond the working year for teachers, less all holidays accruing to the professional staff.

B. Secretaries employed on a twelve (12) month basis shall have a work year from July 1 to June 30, less all holidays accruing to the professional staff. After one (1) year of service they shall be granted two (2) weeks vacation with pay. After six (6) years they shall be granted three (3) weeks vacation with pay.

In addition, they shall be granted four (4) weeks vacation with pay after fourteen (14) years of service in the district.

C. The work day for secretaries and attendance officers shall not exceed eight (8) hours. In addition, said personnel shall also have a lunch of not less than one (1) hour and an uninterrupted break of not less than thirty (30) minutes in fifteen (15) minute breaks, one (1) in the A.M. and one (1) in the P.M.

ARTICLE 45 - EMPLOYMENT

A. Any employee transferring to a different job category of non-certificated employment with the district shall:

1. Not have his/her sick leave accrual interrupted and shall have the right to utilize all sick leave accrued for reimbursement upon retirement as contained in Article 13.
2. Not have their seniority interrupted for purposes of vacation time.
3. Maintain their seniority for purposes of reduction in force in any position from which the employee transferred.
4. On Board transfers, an employee shall be placed on the step with the next higher salary than the salary the employee would have received for that year.
5. In cases where the transfer was a result of an employee request to lower paying position, the employee shall be paid at the lower rate of their step.

ARTICLE 46 - EDUCATIONAL IMPROVEMENT

A. Upon receipt of certification from either the Professional Development Program (State level) or in the Professional Standards Program (National level),

all secretaries will receive a stipend of \$1,365.91 in 2002-2003 and \$1,393.23 in 2003-2005 which will be added to the employee's base salary.

If enrolled in the Professional Development Program (State level), and upon earning of the first nine (9) credits, they shall receive one third of the appropriate amount; on the earning of thirty (30) credits an additional stipend of one third of the appropriate amount; upon the completion of sixty-four (64) credits, the final stipend of the appropriate amount shall be received.

If enrolled in the Professional Standard Program (National level), and upon completion of the Basic Certificate level, they shall receive one third of the appropriate amount; on completion of the Associate Professional Certificate level they shall receive an additional stipend of one third of the appropriate amount; upon completion of the Associate Degree, the final stipend of the appropriate amount shall be received.

In order to qualify for stipend, the employee must receive approval from the Board prior to enrollment in either program. Secretaries, who have begun work in this program prior to the adoption of this contract, may apply for this approval retroactively.

ARTICLE 47 - SENIORITY

This Article applies to three categories of employees of this unit:

1. Secretaries
2. Attendance Officers
3. Special Education Paraprofessionals
4. Alternate School Aide

A seniority list shall be updated yearly for each of the above categories.

A seniority list shall be based on the employees' first day of employment and shall be calculated by months or any part thereof.

In the event of the necessity of staff reduction, lay-off shall start at the bottom of the seniority list. The last employee laid off will be the first to be rehired.

The lay-off pool shall continue for a period of eighteen (18) months after lay-off.

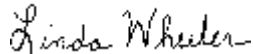
Any personnel covered by this Article shall be given thirty (30) days notice before any lay-off occurs.

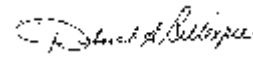
ARTICLE-48 - DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2002 and shall continue in effect until June 30, 2005 subject to the Association's right to negotiate over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.


B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

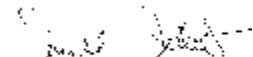
ASSOCIATION


Linda Wheeler, *President*


Debbie Gillespie, *Secretary*

BOARD OF EDUCATION


Meera Malik, *President*


Jerald A. Jellets, *President*

**SECTION IV
SALARY SCHEDULES**

TOMS RIVER REGIONAL SCHOOLS
Teacher's Salary Guide 2002-2003

| <u>Level</u> | <u>Bachelor's Degree</u> | <u>Bachelor's Degree + 30 Credits</u> | <u>Master's Degree or Full Voc. Certif.</u> | <u>Master's Degree + 30 Credits</u> | <u>Doctorate Degree</u> |
|--------------|--------------------------|---------------------------------------|---------------------------------------------|-------------------------------------|-------------------------|
| | \$ | \$ | \$ | \$ | \$ |
| 01 | 35,386 | 36,286 | 36,886 | 37,686 | 38,686 |
| 02 | 35,636 | 36,536 | 37,136 | 37,936 | 38,936 |
| 03 | 35,886 | 36,786 | 37,386 | 38,186 | 39,186 |
| 04 | 36,136 | 37,036 | 37,636 | 38,436 | 39,436 |
| 05 | 36,436 | 37,336 | 37,936 | 38,736 | 39,736 |
| 06 | 37,186 | 38,086 | 38,686 | 39,486 | 40,486 |
| 07 | 37,786 | 38,686 | 39,286 | 40,086 | 41,086 |
| 08 | 39,136 | 40,036 | 40,636 | 41,436 | 42,436 |
| 09 | 40,636 | 41,536 | 42,136 | 42,936 | 43,936 |
| 10 | 41,786 | 42,686 | 43,286 | 44,086 | 45,086 |
| 11 | 43,336 | 44,236 | 44,836 | 45,636 | 46,636 |
| 12 | 45,086 | 45,986 | 46,586 | 47,386 | 48,386 |
| 13 | 47,806 | 48,706 | 49,306 | 50,106 | 51,106 |

Above Level 13 + \$2500 over 2001-2002 base salary.

Plus \$200 service increment at the end of 5 years;
\$300 service increment at the end of 15 years;
\$400 service increment at the end of 20 years.

TOMS RIVER REGIONAL SCHOOLS
Teacher's Salary Guide 2003-2004

| <u>Level</u> | <u>Bachelor's Degree</u> | <u>Bachelor's Degree + 30 Credits</u> | <u>Master's Degree or Full Voc. Certif.</u> | <u>Master's Degree + 30 Credits</u> | <u>Doctorate Degree</u> |
|--------------|--------------------------|---------------------------------------|---------------------------------------------|-------------------------------------|-------------------------|
| | \$ | \$ | \$ | \$ | \$ |
| 01 | 37,236 | 38,136 | 38,736 | 39,536 | 40,536 |
| 02 | 37,486 | 38,386 | 38,986 | 39,786 | 40,786 |
| 03 | 37,736 | 38,636 | 39,236 | 40,036 | 41,036 |
| 04 | 37,986 | 38,886 | 39,486 | 40,286 | 41,286 |
| 05 | 38,236 | 39,136 | 39,736 | 40,536 | 41,536 |
| 06 | 38,536 | 39,436 | 40,036 | 40,836 | 41,836 |
| 07 | 39,286 | 40,186 | 40,786 | 41,586 | 42,586 |
| 08 | 39,911 | 40,811 | 41,411 | 42,211 | 43,211 |
| 09 | 41,261 | 42,161 | 42,761 | 43,561 | 44,561 |
| 10 | 42,761 | 43,661 | 44,261 | 45,061 | 46,061 |
| 11 | 43,911 | 44,811 | 45,411 | 46,211 | 47,211 |
| 12 | 46,336 | 47,236 | 47,836 | 48,636 | 49,636 |
| 13 | 47,586 | 48,486 | 49,086 | 49,886 | 50,886 |

Above Level 13 + \$2,500 over 2002-2003 base salary.

Plus \$200 service increment at the end of 5 years;
\$300 service increment at the end of 15 years;
\$400 service increment at the end of 20 years.

TOMS RIVER REGIONAL SCHOOLS
Teacher's Salary Guide 2004-2005

| <u>Level</u> | <u>Bachelor's Degree</u> | <u>Bachelor's Degree + 30 Credits</u> | <u>Master's Degree or Full Voc. Certif.</u> | <u>Master's Degree + 30 Credits</u> | <u>Doctorate Degree</u> |
|--------------|--------------------------|---------------------------------------|---------------------------------------------|-------------------------------------|-------------------------|
| | \$ | \$ | \$ | \$ | \$ |
| 01 | 39,186 | 40,086 | 40,686 | 41,486 | 42,486 |
| 02 | 39,436 | 40,336 | 40,936 | 41,736 | 42,736 |
| 03 | 39,686 | 40,586 | 41,186 | 41,986 | 42,986 |
| 04 | 39,936 | 40,836 | 41,436 | 42,236 | 43,236 |
| 05 | 40,186 | 41,086 | 41,686 | 42,486 | 43,486 |
| 06 | 40,436 | 41,336 | 41,936 | 42,736 | 43,736 |
| 07 | 40,736 | 41,636 | 42,236 | 43,036 | 44,036 |
| 08 | 41,486 | 42,386 | 42,986 | 43,786 | 44,786 |
| 09 | 42,111 | 43,011 | 43,611 | 44,411 | 45,411 |
| 10 | 43,461 | 44,361 | 44,961 | 45,761 | 46,761 |
| 11 | 44,961 | 45,861 | 46,461 | 47,261 | 48,261 |
| 12 | 46,911 | 47,811 | 48,411 | 49,211 | 50,211 |
| 13 | 48,936 | 49,836 | 50,436 | 51,236 | 52,236 |

Above Level 13 + \$2,600 over 2003-2004 base salary.

Plus \$200 service increment at the end of 5 years;
\$300 service increment at the end of 15 years;
\$400 service increment at the end of 20 years.

TOMS RIVER REGIONAL SCHOOLS
Secretaries Salary Guide 2002-2003

| <u>Level</u> | <u>10-Month</u> | <u>Annual Salary 12-Month</u> | <u>Senior 12-Month</u> |
|--------------|-----------------|-------------------------------|------------------------|
| | \$ | \$ | \$ |
| 01 | 17,609 | 21,230 | 22,698 |
| 02 | 18,357 | 22,030 | 23,492 |
| 03 | 19,010 | 22,830 | 24,292 |
| 04 | 19,667 | 23,630 | 25,092 |
| 05 | 20,417 | 24,530 | 25,992 |
| 06 | 21,081 | 25,330 | 26,792 |
| 07 | 21,722 | 26,105 | 27,567 |
| 08 | 21,993 | 26,430 | 27,892 |
| 09 | 22,339 | 26,845 | 28,307 |
| 10 | 22,623 | 27,185 | 28,647 |
| 11 | 22,913 | 27,533 | 28,995 |
| 12 | 23,463 | 28,193 | 29,655 |
| 13 | 23,847 | 28,648 | 30,110 |
| 14 | 24,330 | 29,228 | 30,690 |
| 15 | 24,930 | 29,948 | 31,410 |
| 16 | 25,616 | 30,773 | 32,235 |
| 17 | 26,299 | 31,593 | 33,055 |

Above Level 17: 10-month + \$1060 over 2001-2002 base salary
12-month + \$1360 over 2001-2002 base salary.
Senior + \$1485 over 2001-2002 base salary.

Plus \$100 Service increments at the end of 5 and 15 years;
\$150 Service increment at the end of 20 years.

TOMS RIVER REGIONAL SCHOOLS
Secretaries Salary Guide 2003-2004

| <u>Level</u> | <u>10-Month</u> \$ | <u>Annual Salary 12-Month</u> \$ | <u>Senior 12 Month</u> \$ |
|--------------|-----------------------|---------------------------------------------|----------------------------------|
| 01 | 18,000 | 21,640 | 23,749 |
| 02 | 18,609 | 22,440 | 24,272 |
| 03 | 19,357 | 23,240 | 24,797 |
| 04 | 20,010 | 24,040 | 25,597 |
| 05 | 20,667 | 24,840 | 26,397 |
| 06 | 21,417 | 25,740 | 27,297 |
| 07 | 22,081 | 26,540 | 28,097 |
| 08 | 22,722 | 27,315 | 28,872 |
| 09 | 22,993 | 27,640 | 29,197 |
| 10 | 23,339 | 28,055 | 29,612 |
| 11 | 23,623 | 28,395 | 29,952 |
| 12 | 23,913 | 28,853 | 30,425 |
| 13 | 24,543 | 29,513 | 31,085 |
| 14 | 24,927 | 29,968 | 31,540 |
| 15 | 25,410 | 30,548 | 32,120 |
| 16 | 26,010 | 31,268 | 32,840 |
| 17 | 26,731 | 32,269 | 33,865 |

Above Level 17: 10-month + \$1,115 over 2002-2003 base salary
12-month + \$1,496 over 2002-2003 base salary.
Senior + \$1,630 over 2002-2003 base salary.

Plus \$100 Service increments at the end of 5 and 15 years;
\$150 Service increment at the end of 20 years.

TOMS RIVER REGIONAL SCHOOLS
Secretaries Salary Guide 2004-2005

| <u>Level</u> | <u>10-Month</u> \$ | <u>Annual Salary 12-Month</u> \$ | <u>Senior 12-Month</u> \$ |
|--------------|-----------------------|---------------------------------------------|----------------------------------|
| 01 | 18,441 | 22,060 | 24,640 |
| 02 | 19,050 | 22,865 | 25,164 |
| 03 | 19,659 | 23,665 | 25,687 |
| 04 | 20,407 | 24,465 | 26,212 |
| 05 | 21,060 | 25,265 | 27,012 |
| 06 | 21,717 | 26,065 | 27,812 |
| 07 | 22,467 | 26,965 | 28,712 |
| 08 | 23,131 | 27,765 | 29,512 |
| 09 | 23,772 | 28,540 | 30,287 |
| 10 | 24,043 | 28,865 | 30,612 |
| 11 | 24,389 | 29,280 | 31,027 |
| 12 | 24,673 | 29,620 | 31,367 |
| 13 | 24,963 | 30,213 | 31,925 |
| 14 | 25,643 | 30,873 | 32,585 |
| 15 | 26,027 | 31,328 | 33,040 |
| 16 | 26,510 | 31,908 | 33,620 |
| 17 | 27,165 | 32,793 | 34,505 |

Above Level 17: 10-month + \$1,155 over 2003-2004 base salary
12-month + \$1,525 over 2003-2004 base salary.
Senior + \$1,665 over 2003-2004 base salary.

Plus \$100 Service increments at the end of 5 and 15 years;
\$150 Service increment at the end of 20 years.

TOMS RIVER REGIONAL SCHOOLS
Attendance Officers Salary Guide
2002-2003

| <u>Level</u> | <u>10-Month</u> \$ |
|--------------|-----------------------|
| 01 | 21,700 |
| 02 | 22,200 |
| 03 | 22,700 |
| 04 | 23,200 |
| 05 | 23,650 |
| 06 | 24,400 |
| 07 | 25,400 |
| 08 | 26,351 |
| 09 | 27,744 |
| 10 | 28,610 |
| 11 | 29,425 |
| 12 | 30,385 |
| 13 | 31,206 |

Above Level 13 +1400 over 2001-2002 base salary.

Plus: \$100 Service increments at the end of 5 and 15 years;
\$150 Service increment at the end of 20 years.

TOMS RIVER REGIONAL SCHOOLS
Attendance Officers Salary Guide
2003-2004

| <u>Level</u> | <u>10-Month</u> \$ |
|--------------|-----------------------|
| 01 | 22,385 |
| 02 | 22,885 |
| 03 | 23,385 |
| 04 | 23,885 |
| 05 | 24,385 |
| 06 | 24,835 |
| 07 | 25,585 |
| 08 | 26,585 |
| 09 | 27,536 |
| 10 | 28,929 |
| 11 | 29,795 |
| 12 | 30,610 |
| 13 | 31,835 |

Above Level 13 +1,450 over 2002-2003 base salary.

Plus: \$100 Service increments at the end of 5 and 15 years;
\$150 Service increment at the end of 20 years.

TOMS RIVER REGIONAL SCHOOLS
Attendance Officers Salary Guide 2004-2005

| <u>Level</u> | <u>10-Month</u> \$ |
|--------------|-----------------------|
| 01 | 23,510 |
| 02 | 23,660 |
| 03 | 24,160 |
| 04 | 24,660 |
| 05 | 25,160 |
| 06 | 25,660 |
| 07 | 26,110 |
| 08 | 26,860 |
| 09 | 27,860 |
| 10 | 28,811 |
| 11 | 30,204 |
| 12 | 31,070 |
| 13 | 32,110 |

Above Level 13 +\$1,500 over 2003-2004 base salary.

Plus: \$100 Service increments at the end of 5 and 15 years;
\$150 Service increment at the end of 20 years.

TOMS RIVER REGIONAL SCHOOLS
Special Education Paraprofessional Salary Guide 2002-2003
(Work 6.5 hours per day)

| <u>Level</u> | <u>10-Month</u> \$ |
|--------------|-----------------------|
| 01 | 12,201 |
| 02 | 12,251 |
| 03 | 12,501 |
| 04 | 12,776 |
| 05 | 13,286 |
| 06 | 13,836 |

Above Level 6 + \$715 over 2001-2002 base salary.

1. Annual increase is not automatic and requires satisfactory performance report by Principal/Director of Handicap Services.
2. The right to increase or decrease the work schedule shall remain a unilateral prerogative of the Board of Education and is not subject to Arbitration.

TOMS RIVER REGIONAL SCHOOLS
Special Education Paraprofessional
Salary Guide 2003-2004
(Work 6.5 hours per day)

| <u>Level</u> | <u>10-Month</u> |
|--------------|-----------------|
| | \$ |
| 01 | 12,546 |
| 02 | 12,796 |
| 03 | 12,846 |
| 04 | 13,096 |
| 05 | 13,371 |
| 06 | 14,006 |

Above Level 6 + \$720 over 2002-2003 base salary.

1. Annual increase is not automatic and requires satisfactory performance report by Principal/Director of Handicap Services.
2. The right to increase or decrease the work schedule shall remain a unilateral prerogative of the Board of Education and is not subject to Arbitration.

TOMS RIVER REGIONAL SCHOOLS
Special Education Paraprofessional
Salary Guide 2004-2005
(Work 6.5 hours per day)

| <u>Level</u> | <u>10-Month</u> |
|--------------|-----------------|
| | \$ |
| 01 | 12,895 |
| 02 | 13,145 |
| 03 | 13,395 |
| 04 | 13,445 |
| 05 | 13,695 |
| 06 | 14,109 |

Above Level 6 +\$738 over 2003-2004 base salary.

1. Annual increase is not automatic and requires satisfactory performance report by Principal/Director of Handicap Services.
2. The right to increase or decrease the work schedule shall remain a unilateral prerogative of the Board of Education and is not subject to Arbitration.

TOMS RIVER REGIONAL SCHOOLS
Extracurricular Guide

| | <u>2002-03</u> | <u>2003-05</u> |
|-----------------------------------|----------------|----------------|
| <u>High Schools:</u> | \$ | \$ |
| Band: | | |
| Director | 5,340 | 5,447 |
| Assistant Director | 4,092 | 4,174 |
| Choral Director | 2,081 | 2,123 |
| Equipment Manager | 3,022 | 3,083 |
| General Accounts | 5,011 | 5,111 |
| Student Council | 3,912 | 3,990 |
| Student Activities Coordinator | 4,174 | 4,258 |
| Visual Aids | 3,260 | 3,325 |
| Tickets Sales Coordinator | 3,066 | 3,128 |
| Annual: | | |
| Advisor | 4,507 | 4,597 |
| Business Advisor | 2,843 | 2,900 |
| Newspaper | 3,398 | 3,466 |
| Flag Squad | 3,110 | 3,172 |
| Rifle Squad | 3,110 | 3,172 |
| Twirling | 3,110 | 3,172 |
| Publicity Coordinator | 2,719 | 2,774 |
| Trouble Shooting | 2,546 | 2,597 |
| Science League Coord. | 2,719 | 2,774 |
| Class Advisors: | | |
| Senior | 3,288 | 3,354 |
| Junior | 2,801 | 2,857 |
| Sophomore | 2,195 | 2,239 |
| Freshman | 1,485 | 1,515 |

TOMS RIVER REGIONAL SCHOOLS
Extracurricular Guide

| | <u>2002-03</u> | <u>2003-05</u> |
|-------------------------------------|----------------|----------------|
| <u>High Schools:</u> | \$ | \$ |
| <i>(continued)</i> | | |
| School Play: | | |
| Director | 5,491 | 5,601 |
| Assistant Director | 2,843 | 2,900 |
| Stage Manager | 2,095 | 2,137 |
| Wardrobe Coordinator | 1,209 | 1,233 |
| Band Director | 2,095 | 2,137 |
| Makeup Coordinator | 916 | 935 |
| Business Coordinator | 916 | 935 |
| Choreographer | 976 | 996 |
| Peer Leader Advisors: | 789 | 805 |
| | 1,110 | 1,132 |
| Key Club | 1,061 | 1,082 |
| National Honor Society | 1,457 | 1,486 |
| FBLA Advisor | 1,200 | 1,224 |
| DECA Advisor | 1,200 | 1,224 |
| Special Olympics Coord. | 2,194 | 2,238 |
| Interact | 1,039 | 1,060 |
| Clubs (Maximum 15) | 9,671 | 9,865 |
| <u>Intermediate Schools:</u> | | |
| Athletic Coordinator | 4,766 | 4,862 |
| Student Council | 3,799 | 3,875 |
| Yearbook: | | |
| Advisor | 3,212 | 3,276 |
| Business Manager | 942 | 961 |
| Proofreader | 485 | 495 |
| Newspaper: | | |
| Advisor | 3,212 | 3,276 |
| Proofreader | 485 | 495 |

TOMS RIVER REGIONAL SCHOOLS
Extracurricular Guide

2002-03 **2003-05**

| | | |
|-----------------------------------------------------------------------|--------------------------|--------------------------|
| <u>Intermediate Schools:</u> <i>(continued)</i> | \$ | \$ |
| Twirling/Color Guard | 2,814 | 2,870 |
| Flag Squad/Rifle Squad | 2,814 | 2,870 |
| Band Director | 3,464 | 3,533 |
| Bookkeeper Activity Accounts | 1,456 | 1,485 |
| School Musical | 9,354 | 9,541 |
| Cheerleading | 2,678 | 2,732 |
| Clubs | 32.13/hr | 32.77/hr |
| (Maximum) | 14,545 | 14,836 |
| <u>Other Activities:</u> | | |
| Intramural Elem. Dir. | 3,137.10 | 3,199.85 |
| Elementary/Intermediate/High School District Mentoring Coordinator | 3,000 | 3,060 |
| Elementary Instrumental Music Equipment Advisor | 3,000 | 3,060 |
| Elementary World Language Teacher Advisor | 3,000 | 3,060 |
| Intramural | 35.84/hr | 36.56/hr |
| Homebound/Bedside | 38.77/hr | 39.55/hr |
| Detention: | | |
| High School | | |
| Intermediate | 27.02/hr | 27.56/hr |
| In-School Substitution: | | |
| Per Teaching Period | 37.46/hr | 38.21/hr |
| Per Study Hall | 18.73/hr | 19.10/hr |
| Any teacher who has over ten consecutive days of instruction | | |
| | 47.00 per day | 48.00 per day |
| Chaperone | 48.55 | 49.52 |
| (Dances, Trips, Special Buses) | | |
| Ticket Collectors | 48.55 | 49.52 |
| Football Chain Gang | 48.55 | 49.52 |

TOMS RIVER REGIONAL SCHOOLS
Extracurricular Guide

2002-03 **2003-05**

| | | |
|------------------------------------------------------|-------|-------|
| <u>Other Activities</u> <i>(continued)</i> | \$ | \$ |
| Ticket Sellers | 52.28 | 53.33 |
| Announcers, Timers and Scorekeepers | 54.65 | 55.74 |
| Assistant Athletic Dir. | 56.50 | 57.63 |
| Ice Hockey Timer | 32.30 | 32.95 |
| Track Measurement | 16.12 | 16.44 |
| Pride/Excel | 40.00 | 40.00 |

TOMS RIVER REGIONAL SCHOOLS

High School Head Coaches

Salary Guide 2002-2003

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | |
|-----------------------|---------------|---------------|---------------|----|
| | \$ | \$ | \$ | \$ |
| Football | 5,068 | 5,459 | 7,798 | |
| Basketball | | | | |
| Wrestling | 4,840 | 5,211 | 7,446 | |
| Swimming | 4,445 | 4,789 | 6,840 | |
| Baseball | | | | |
| Cross Country | | | | |
| Field Hockey | | | | |
| Gymnastics | | | | |
| Ice Hockey | | | | |
| Lacrosse | 4,283 | 4,613 | 6,590 | |
| Soccer | | | | |
| Softball | | | | |
| Track (Winter/Spring) | | | | |
| Weight Training | 3,179 | 3,422 | 4,397 | |
| Cheerleading | | | | |
| Fall | 2,877 | 3,099 | 4,427 | |
| Winter | 2,877 | 3,099 | 4,427 | |
| Golf | | | | |
| Tennis | 2,931 | 3,156 | 4,507 | |
| Bowling | 2,296 | 2,472 | 3,532 | |
| Chess | 2,028 | 2,183 | 3,120 | |

High School Head Coaches

Salary Guide 2003-2005

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> |
|-----------------------|---------------|---------------|---------------|
| | \$ | \$ | \$ |
| Football | 5,170 | 5,568 | 7,954 |
| Basketball | | | |
| Wrestling | 4,937 | 5,315 | 7,595 |
| Swimming | 4,534 | 4,885 | 6,977 |
| Baseball | | | |
| Cross Country | | | |
| Field Hockey | | | |
| Gymnastics | | | |
| Ice Hockey | | | |
| Lacrosse | 4,369 | 4,705 | 6,722 |
| Soccer | | | |
| Softball | | | |
| Track (Winter/Spring) | | | |
| Weight Training | 3,243 | 3,491 | 4,485 |
| Cheerleading | | | |
| Fall | 2,935 | 3,161 | 4,516 |
| Winter | 2,935 | 3,161 | 4,516 |
| Golf | | | |
| Tennis | 2,990 | 3,219 | 4,597 |
| Bowling | 2,342 | 2,522 | 3,603 |
| Chess | 2,069 | 2,227 | 3,183 |

High School Assistant Coaches

Salary Guide 2002-2003

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> |
|-----------------------|---------------|---------------|---------------|
| | \$ | \$ | \$ |
| Football | 3,398 | 3,554 | 5,228 |
| Basketball | | | |
| Wrestling | 3,245 | 3,394 | 4,992 |
| Swimming | 2,981 | 3,118 | 4,586 |
| Baseball | | | |
| Cross Country | | | |
| Field Hockey | | | |
| Gymnastics | 2,872 | 3,003 | 4,419 |
| Lacrosse | | | |
| Ice Hockey | | | |
| Soccer | | | |
| Softball | | | |
| Track (Winter/Spring) | | | |
| Cheerleading | | | |
| Fall/Winter | 1,929 | 2,019 | 2,968 |
| Golf | | | |
| Tennis | 1,965 | 2,055 | 3,022 |

High School Assistant Coaches

Salary Guide 2003-2005

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> |
|-----------------------|---------------|---------------|---------------|
| | \$ | \$ | \$ |
| Football | 3,466 | 3,625 | 5,333 |
| Basketball | | | |
| Wrestling | 3,310 | 3,462 | 5,092 |
| Swimming | 3,041 | 3,181 | 4,678 |
| Baseball | | | |
| Cross Country | | | |
| Field Hockey | | | |
| Gymnastics | 2,930 | 3,063 | 4,508 |
| Lacrosse | | | |
| Ice Hockey | | | |
| Soccer | | | |
| Softball | | | |
| Track (Winter/Spring) | | | |
| Cheerleading | | | |
| Fall/Winter | 1,968 | 2,060 | 3,028 |
| Golf | | | |
| Tennis | 2,005 | 2,096 | 3,083 |

PREAMBLE

This Agreement entered into this first day of July, 2002 by and between the Board of Education of the Toms River Regional School District, Dover Township, New Jersey, hereinafter referred to as the "Board" and the Toms River Supplemental Teachers, hereinafter referred to as the "Association".

ARTICLE 1 - RECOGNITION

The Board recognizes all Supplemental Teachers who have been appointed for a specific period of time and will be working a regular schedule, as employees of this group, for the purpose of establishing salaries and other conditions of employment.

ARTICLE 2 - SICK LEAVE

New employees shall be entitled to one (1) day of paid sick leave for each month of employment.

All other employees shall be entitled to ten (10) paid days of sick leave each year.

Unused sick leave shall be accumulated from year to year and notification of unused accumulated sick leave shall be provided to each employee yearly.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Definition:

Grievance procedures are means by which employees may appeal the interpretation, application or violation of this Agreement and administrative decisions affecting them.

A grievance, to be considered under this procedure, must be initiated in writing by the employee within thirty (30) calendar days from the time when the employee knew or should know of its occurrence.

B. Procedure:

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

b. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

3. Any employee who has a grievance shall discuss it first with the Director of Handicapped Services or his designee in an attempt to resolve the matter informally at that level.

4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the Director of Handicapped Services or his designee specifying:

- a. The nature of the grievance
- b. The nature and extent of the injury, loss or inconvenience
- c. The results of previous discussions
- d. His dissatisfaction with decisions previously rendered

The Director of Handicapped Services or his designee shall communicate his decision to the employee in writing within three (3) school days of receipt of the written grievance.

5. The employee, no later than five (5) school days after receipt of the Director of Handicapped Services or his designee's decision, may appeal the Director of Handicapped Services or his designee's decision to the Assistant Superintendent of Schools.

The appeal to the Assistant Superintendent must be made in writing reciting the matter submitted to the Director of Handicapped Services or his designee as specified above and his or her dissatisfaction with the decision previously rendered. The Assistant Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Assistant Superintendent shall communicate his decision in writing to the employee and the Director of Handicapped Services or his designee.

6. If the grievance is not resolved to the employee's satisfaction, he no later than five (5) school days after receipt of the Assistant

Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, they shall so notify the Board through the Assistant Superintendent within ten (10) school days of receipt of the board's decision, except in the case of grievance involving any of the following points:

- a. A complaint of a non-tenure teacher which arises by reason of his not being re-employed.
- b. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education such as, but not limited to, questions on tenure, increment denial, or suspension.
- c. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.
- d. Any matter which, according to law, is either beyond the scope of Board authority or limited to action by the Board alone, except as limited by Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act.
- e. A complaint by an employee occasioned by the withholding of a salary increase or increment.

8. For those items specified as a non-arbitrative, the Board shall, if requested by the grievant meet and hear the grievant's position. In the specific case of a non-tenure teacher who grieves by virtue of not having received a new contract, the Board need not give written reasons for its decision.

9. a. The following procedure will be used to secure the services of an arbitrator:

(1) A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrators in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) school days of either the initial request for arbitration or the second request, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

b. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

c. Rights of employees to representation:

(1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. 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 personnel file of any of the participants.

(2) When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of the submission of the grievance to the Assistant Superintendent or any later level be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered. A copy of the Director of Handicapped Services or his designee's written decision made in response to a written grievance shall be given to the Association immediately.

(3) The Board and the Association shall assure the individual freedom and restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

d. The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half (1/2).

ARTICLE 4 - MISCELLANEOUS PROVISIONS

A. The Board will place the Supplemental Teachers in the appropriate pension fund with the option to purchase back service if approved by the Division of Pensions.

B. The Board agrees that Supplemental Teachers shall accrue tenure and seniority as per statutory requirements.

C. The Board will grant reimbursement for college courses taken if required by the Board.

ARTICLE 5 - SALARIES AND WORK SCHEDULE

A. The hourly rate of pay for employees of the unit for 2002-2003 shall be forty-four dollars and two cents (\$44.02), pro-rated for actual teaching time.

B. The hourly rate of pay for employees of the unit for 2003-2004 shall be forty-five dollars and ninety-one cents (\$45.91), pro-rated for actual teaching time.

C. The hourly rate of pay for employees of the unit for 2004-2005 shall be forty-seven dollars and eighty-eight cents (\$47.88), pro-rated for actual teaching time.

D. Employees of the unit shall be compensated for the (10%) percent of the time actually teaching and compensated for, as additional compensation, conference times expended.

E. If unit employees are asked to work in more than one building, they shall receive a twenty-five (25) cents stipend.

F. If a Supplemental Teacher shall be scheduled for certain periods or times, they shall be compensated for all such times, even where classes are canceled or where students do not show up, if the cancellation is in the middle of the schedule. If the periods or class canceled is at the start or end of the time schedules, and if advance notice of cancellation is given by Administration, there shall be no compensation for the period canceled.

G. Every effort shall be made to schedule unit employees to continuous hours of work. A split schedule can be given if the unit employee so agrees and accepts same.

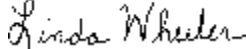
H. The right to increase or decrease the work schedule shall remain a unilateral prerogative of the Board and is not subject to the Grievance Procedure.

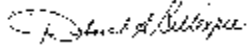
ARTICLE 6 - DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2002 and shall continue in effect until June 30, 2005.

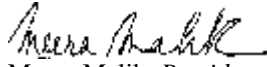
B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

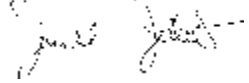
ASSOCIATION


Linda Wheeler, *President*


Debbie Gillespie, *Secretary*

BOARD OF EDUCATION


Meera Malik, *President*


Jerald A. Jellets, *President*

