

2050

AGREEMENT
between
OCEANPORT EDUCATION ASSOCIATION
and
BOARD OF EDUCATION, BOROUGH OF OCEANPORT
MONMOUTH COUNTY, NEW JERSEY

TABLE OF CONTENTS

			<u>Page</u>
PREAMBLE			2
ARTICLE	I	Recognition	3
ARTICLE	II	Negotiation Procedure	4
ARTICLE	III	Grievance Procedure	5
ARTICLE	IV	Teacher Rights	9
ARTICLE	V	Association Rights and Privileges	10
ARTICLE	VI	Teaching Hours and Teaching Load	12
ARTICLE	VII	Teacher Employment	15
ARTICLE	VIII	Transfers and Reassignments	17
ARTICLE	IX	Teacher Evaluation	18
ARTICLE	X	Leaves and Absences	19
ARTICLE	XI	Professional Courses	21
ARTICLE	XII	Insurance Protection	22
ARTICLE	XIII	Instructional Council	23
ARTICLE	XIV	Promotions	24
ARTICLE	XV	Fair Dismissal Procedure	25
ARTICLE	XVI	Representation Fee	26
ARTICLE	XVII	Miscellaneous Provisions	29
ARTICLE	XVIII	School Work Year	30
ARTICLE	XIX	Duration of Agreement	31
SCHEDULE A	- 1993-94	Salary Guide	32
SCHEDULE A	- 1994-95	Salary Guide	33
SCHEDULE A	- 1995-96	Salary Guide	34
SCHEDULE B	- 1993-94, 1994-95, 1995-96 Extra-curricular Compensation		35

PREAMBLE

This Agreement, entered into this twelfth day of October, 1993 by and between the Board of Education of Oceanport, the Borough of Oceanport, New Jersey, hereinafter called the "Board" and the Oceanport Education Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

- A. The Board agrees to and hereby does recognize the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all professional employees of the Board whether under contract or on leave, including:

Art teacher, classroom teachers, guidance counselor/substance abuse coordinator, home economics teacher, industrial arts teacher, librarians, vocal and instrumental music teachers, nurse, health and physical education teachers, speech therapist and special education teachers;

but excluding:

Chief School Administrator, building principals, Director of Special Services/learning disabilities teacher consultant, home tutors, supplementary tutors, psychologist, social worker, noontime supervisors, secretaries, custodians, bus drivers, paraprofessional aides, cafeteria staff, administrative assistants and all other supervisory personnel.

- B. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION PROCEDURE

- A. Either party may initiate negotiations concerning the successor agreement by submitting proposals to the other party by December 1st of the final year of the agreement unless extended by mutual consent. The receiving party shall respond to the initiating party with counterproposals no later than fifteen (15) calendar days from receipt of the proposals. The parties shall meet in active collective negotiations within thirty (30) calendar days of the receipt of the initiating proposals. Any agreement so negotiated shall be reduced to writing, presented for ratification, and thereafter signed by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection all pertinent records, data and information of the Oceanport School District within the public domain.
- C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. 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.
- D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, presented to the Board for adoption, and thereafter signed by the Board and the Association.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement with any organization other than the Association for the duration of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean a complaint by a teacher that there has been a loss or injury to him/her because of a violation, misinterpretation or application of this Agreement or a Board policy concerning terms and conditions of employment.

A grievance, in order to be considered under this procedure, must be initiated by a teacher at least verbally within ten (10) school days from the time of its alleged occurrence.

NOTE: If the incident occurs during the school recess periods or summer holidays, the passage of time will commence with the first school day following the recess period or holiday.

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 teacher 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 acceptance of the decision.
- (b) It is understood that, during and notwithstanding the pending of any grievance, teachers shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof is be fully determined.
2. Any teacher who has a grievance shall discuss it first with his/her principal in an attempt to resolve the matter informally at that level. The Association shall have the right to grieve in the same manner as an individual.

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

(a) the nature of the grievance

(b) the remedy sought to resolve the issue

The principal shall communicate his/her decision to the teacher within five (5) days of receipt of the written grievance.

4. The teacher may appeal the principal's decision to the Superintendent of Schools no later than five (5) school days after receiving it. 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/her written decision to the teacher and the principal.

5. If the grievance is not resolved to the teacher's satisfaction, he/she may request a review by the Board of Education within five (5) school days after receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools. The superintendent shall attach all related papers and forward the request to the Board of Education. The Board or Committee thereof shall review the grievance, may hold a hearing with the teacher if either party wishes, and render a written decision within thirty (30) calendar days of receipt of the grievance.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and he/she wishes review by a third party, he/she shall notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision. An exception to this process will occur in the case of a grievance involving the following points:

(a) Any matter for which a method of review is prescribed either by law or any rule or regulation of the State Commissioner of Education

(b) A complaint of a non-tenured teacher which arises by reason of his not being re-employed (see Article IV)

(c) A complaint by any certified 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 required.

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

(1) A request will be made to PERC 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 ask PERC to submit a second roster of names

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

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

(c) Rights of teachers to representation.

(1) Any grievant may be represented by a third party at all stages of the grievance procedure.

(2) When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the principal or any higher level, be notified that the grievance is in process, have the right to be present and state its views at all hearing sessions held concerning the grievance. It shall receive a copy of all decisions rendered.

A copy of the principal's and/or Superintendent's written decision made in response to a written grievance shall be given to the Association immediately.

- (3) No reprisals shall be taken by the Board or its administration against any employee because he/she utilizes the grievance procedure.

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

ARTICLE IV

TEACHER RIGHTS

- A. The Board hereby agrees that every employee shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by New Jersey Public Laws or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement.
- B. Nothing herein shall be construed to deny or restrict any teacher such rights as he/she may have under New Jersey Law and regulations.
- C. Whenever a teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- E. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during work hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- B. Representatives of the Association, the New Jersey Education Association and the National Education Association may be permitted to transact official Association business on school property at all reasonable times, provided that this does not interfere with or interrupt normal school operations as determined by the building principal.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required as established under existing policies.
- D. The Association may have the right to the use of school facilities and equipment, including typewriters, photocopying machines, calculating machines, and all types of audio-visual equipment at reasonable times and with the approval of the building principal.
- E. The Association may elect to use the interschool mail facilities, provided it does not interfere with its normal operation.
- F. The Association shall have the exclusive use of a designated section of the bulletin board in each school faculty lounge.
- G. The Association shall have the right to speak to the teachers at the orientation program at the beginning of each school year.
- H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers.

- I. Upon the written request of the Association, a soda machine shall be installed in the teachers' lounge in each school. The Association shall assume complete responsibility for the stocking, maintenance and operation of said machines.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

- A.
1. Teachers shall be assigned their duties by their respective building principals as to regular classroom and other areas of pupil instruction and supervision.
 2. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock-in" by hours and minutes. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster in each school.
 3. No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupils' school day and shall be permitted to leave ten (10) minutes after the close of the pupils' school day. These ten (10) minute periods of non-student contact time shall not be counted as part of the two hundred (200) minute minimum non-student contact time referred to in paragraph 4 below. Five days late shall be considered as an unexcused absence and the teacher's salary shall be reduced by 1/200th of his/her contractual salary.
 4. The total in-school work day shall consist of seven (7) hours and five (5) minutes which shall include a duty-free lunch period, except in emergency situations which shall not include inclement weather. In addition to the duty-free lunch period, each teacher shall have not less than 200 minutes of non-student contact time each five (5) day school week that consists of five (5) in-school working days. Those school weeks consisting of less than five (5) in-school working days shall have the total non-student contact time reduced proportionate to the length of the week, based on 200 minutes for a full five (5) day school week. The Board will make every effort to provide this preparation time daily, at 40 consecutive minutes per day, whenever possible. A normal school week shall begin on Monday and end on Friday.
 5. Non-student Contact Time.
 - (a) Non-student contact time is defined as any time for which an employee has not been assigned to be with students. Non-student

contact time will be used for such activities as: (1) correcting papers, (2) preparing lesson plans, (3) preparing bulletin boards and other displays, (4) previewing audio-visual aids, (5) professional reading, (6) preparation of report cards, (7) preparation of reports, (8) conferencing with parents, administrators, and other personnel, (9) duplicating or securing materials for class use, and (10) other such activities as can be directly related to the welfare of the students or the functioning of the school or development of the individual as a teacher and person.

6. In the event there are no substitutes, the Superintendent or Principal may assign a teacher instructional duties during any or all of the non-student contact time and the teacher shall be compensated at the rate of \$26.00 per classroom period. No additional compensation shall be granted for instructional duties assigned during the non-student time in excess of the 200 minutes. (See Paragraph 4, Page 12).
 7. Any teacher who is required to work beyond the regular in-school work year on curriculum revision or in-service workshops shall be compensated at the rate of \$31.00 per hour.
- B. Teachers may leave the building during their scheduled duty-free lunch periods by notifying the building principal and by so designating in the appropriate sign-out book.
 - C. Teacher participation in extra-curricular activities shall be compensated according to the rate of pay in Schedule B. Any certified employee may volunteer for activities. If there are no volunteers, the Superintendent must advertise the position outside the school system. If it can be shown that there are no certified applicants, the Superintendent may assign a certified employee from within the district.
 - D. Teacher participation in field trips which extend beyond the teacher's in-school work day, and overnight or weekend trips, shall be voluntary.
 - E. Teachers may be required to remain after the end of the regular work day without additional compensation for the purpose of attending faculty or other professional meetings. Such meetings shall run for no more than forty (40) minutes. The notice of any meeting shall be

given to the teachers at least two (2) days prior to the meeting except in case of an emergency or if the meeting is held on the first school day of the week.

- F. All additional duties as herein provided shall be on a rotating basis whenever possible and posted.
- G. All full-time teachers shall participate in three parent-teacher conferences per year as scheduled by the Superintendent of Schools. Two of the conference dates shall be in the afternoons after single session (four hour) student days. The remaining conference date shall be in the evening and be immediately preceded by a single session (four hour) student day. The duration of these conferences shall not be longer than two and one-half hours. Part-time teacher participation in parent-teacher conferences shall be identical to full time teachers with the sole exception that the duration shall be pro-rated.
- H. Teachers are required to provide a maximum of twenty-five (25) extra help periods per school year not to exceed one per week. Each session shall be twenty-five (25) minutes in length beyond the regular work day. The administration shall schedule these sessions by September 30th with prior input from the staff. The periods will be for remedial work only. The number of sessions will be prorated for part time teachers.

ARTICLE VII

TEACHER EMPLOYMENT

- A. 1. Credit for military service may be granted up to four (4) years.
- 2. Full credit may be granted for previous public school teaching experience under and with proper certification.
- B. 1. Each teacher shall be placed on his/her proper step of the salary schedule as of the beginning of the current school year in accordance with subparagraph 2 below.
- 2. Credit up to the maximum step of any salary level on the Teacher Salary Schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of the Salary Guide. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship may be given upon initial employment.
- C. Teachers with previous teaching experience in the Oceanport School District shall, upon returning to the system, receive full credit on a salary schedule for all outside teaching experience, military experience, or alternative civilian service required by the Selective Service System, Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship up to the maximum set forth in Paragraph B above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall upon returning to the system be restored to the next position on the salary schedule above that at which they left provided that the length of employment the year immediately prior to leaving was ninety (90) or more school days.
- D. Non-tenure teachers shall be notified of the Board of Education's intent of employment for the ensuing year during the month of April.
- E. All teachers shall be compensated at the rates listed in Schedule A.

- F. All salary recommendations are subject to review by the Board of Education. The Board reserves the right to review each case on its own merits.

The granting of regular salary increments, adjustment increments, or other remuneration for regular teaching assignments shall be dependent upon:

1. Satisfactory recommendations by the Superintendent.
 2. Teachers making an effort to improve their teaching techniques and professional growth. Such improvement may include, but not be limited to, attendance at in-service training programs, teacher conventions, school sponsored workshops, formal graduate and undergraduate courses exclusive of Article XI, Section A, and local faculty meetings.
- G. Teachers attaining advanced degrees shall be placed on the appropriate salary steps as provided in Schedule A, effective either September 1st or February 1st upon receipt by the Board of Education transcripts and diplomas attesting to the satisfactory completion of requirements. Proof of requirements being met shall be filed with the Superintendent of Schools no later than October 1 for the prior September 1st placement and/or March 1 for prior February 1st.
- H. Credits above the Bachelor or Masters degree level must be certified graduate credits to qualify for this provision in Schedule A.
- I. Upon retirement, teachers shall be paid \$25.00 per day for each unused sick day to a maximum of \$5,000.00.

ARTICLE VIII

TRANSFERS AND REASSIGNMENTS

- A. Vacancies in teaching positions known to the school administration shall be posted in each building's general office for a period of five (5) days.
- B. Any currently employed teacher may file a written request to be considered as a candidate for any posted vacancy. Determination of change in position, job assignment and for requested transfer shall be as noted in this Agreement.
- C. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement not later than February 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
- D. In the determination of requests for voluntary reassignment and/or transfer for a vacant position, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

ARTICLE IX

TEACHER EVALUATION

- A. Teacher evaluations shall be in accordance with Board policy.
- B. Written copies of the evaluations shall be provided to the teachers. All copies are to be signed by the teacher and the person making the evaluation.
- C. An evaluation conference must be held prior to any subsequent observation. This does not apply to an observed incident or condition that needs immediate attention.
- D. All monitoring or evaluation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
- E. All material shall be reviewed with the teacher prior to placing them in the teacher's personnel file. The teacher and the administrator shall sign said material to indicate that it has been reviewed. The teacher may comment on said material, in writing, within ten (10) days; said comments to be reviewed by the administrator and attached to the file copy.
- F. Any professional employee shall be granted the opportunity upon request to the Superintendent to review the contents of his/her personnel file in the presence of an administrator. Any request to review his/her personnel file by an employee must be made at least twenty-four (24) hours in advance.

ARTICLE X

LEAVES AND ABSENCES

- A. 1. Personal illness - Ten (10) days leave per year for personal illness shall be granted with unused days accumulating without limit for all employees under ten month contract. Employees under twelve-month contracts shall be granted twelve (12) days per annum accumulating without limit.
2. The absence of all employees for personal reasons, other than illness, may be three (3) days in any school year; said days shall be given without the applicant having to state the reason, other than they are being taken under this section. All of these days shall be considered non-cumulative and the actual work day of the employee. Unused days at the conclusion of the work year shall be converted to sick days for personal illness use.

Any personal leave days beyond these noted above shall be considered unexcused. The employee shall have 1/200th of his salary deducted for each excused absence.

Personal days shall not be granted for the day prior to, nor for the day following, a day or period when the school is closed for a Board approved holiday or recess unless approved by the Superintendent of Schools. Said approval shall be granted only if he/she determines that emergency or extenuating circumstances warrant it.

3. Death in the Immediate Family - Every full time employee shall be granted four (4) days leave for a death in the immediate family. Death in the immediate family shall be construed to mean spouse, mother, father, children, mother-in-law, father-in-law, brothers, sisters, grandparents and/or other direct relatives domiciled in the employee's house as a dependent of the employee.
4. Maternity and Adoption Leave - Leaves of absence for maternity and adoption shall be granted without pay for a period of up to two years upon application by the candidate. The leave shall commence on the date requested by the teacher and will terminate upon the date stated by the teacher in the original application. The Board of Education may elect to change the termination date in order to permit completion of a full marking period. However, the termination date chosen shall permit the teacher to maximize his/her service in

accordance with Board of Education's policy on service credit.

The Board of Education shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.

No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Oceanport School District in the area of her certification or competence.

5. Military Leave - Military leave will be granted without pay to all employees upon proper presentation of military orders. Job protection will be provided.
6. Extended Leave of Absence - Full time employees applying for extended leaves of absences shall apply for such in written statements with reasons stated. Each request shall be decided on its own merits at the discretion of the Board of Education and shall be without pay.
7. Definitions
 - a. Personal illness is hereby defined as absence from his/her duty because of personal disability due to illness or injury or because he/she has been excluded from school by the school district's medical authority because of contagious disease or being quarantined for such a disease in his/her immediate household.
 - b. An attending physician's certificate may be required for any and all sick leave claimed by Board of Education employees under subparagraph 1 of this Article.
8. Professional Days - Teachers will be allowed to visit other school districts and attend in-service training conferences outside the district when the visit or attendance will benefit the teacher in his/her area of teaching. Requests for professional days shall be made to the building principal and superintendent of schools.

Within a week after a professional day a written report shall be presented to the building principal. This report should highlight the possible application in our school system of methods observed or information gathered.

ARTICLE XI

PROFESSIONAL COURSES

- A. In order for a teacher to receive any increment, said teacher must earn three (3) credits or successfully complete an approved in-service program within every three (3) years of employment. Payment for the three (3) credits shall be reimbursed for 50% for tuition costs at the time of approval and 50% at the time of satisfactory completion. Any in-service fee pursuant to this section shall also be reimbursed.

Any courses successfully completed beyond the required course shall be subject to tuition reimbursement as per the cost per credit for that college or university but shall not exceed the Rutgers University per credit cost.

All courses and workshops in which an employee wishes to enroll in for reimbursement and increment purposes is subject to the prior approval of the building principal and superintendent of schools. Reimbursement for undergraduate level courses shall be given if the course is determined by the administration to be relevant to the teacher's position.

No reimbursement shall be given for courses required for permanent certification in any area, except as expressly approved by the Superintendent of Schools. No reimbursement shall be given for courses taken while not employed by the Oceanport School District.

- B. To receive reimbursement, the teacher requesting it must submit a resume of the course(s) taken and an official grade report from the college or university attended. All final grades must be passing grades as stipulated by the standards of the institution attended.
- C. Grade reports are acceptable evidence for reimbursement. However, they must be submitted by March 1st for fall semester courses, July 1st for spring semester courses and October 1st for summer courses.

ARTICLE XII

INSURANCE PROTECTION

- A. The Board of Education shall pay the premium and subsequent increases for the duration of the Agreement for each teacher, and in cases where appropriate, for family plan coverage under the plan known as the employee health insurance program underwritten by Connecticut General Life Insurance Company. This includes basic hospitalization, major-medical and medical-surgical. Said coverage with Connecticut General Life Insurance Company covers the period July 1, 1993 until June 30, 1996. Effective October 1, 1993 thru June 30, 1996 the deductible will be \$200 (single coverage) and \$400 (employee/spouse, employee/children and family coverage).
- B. The Board of Education shall pay the premium and subsequent increases for the duration of the Agreement for each teacher (employee only) under the plan known as the employee dental plan, without orthodonture, written by Connecticut General Life Insurance Company.
- C. The above payments shall apply to whatever coverage an employee chooses and shall not restrict the employee's right to change coverage, as appropriate, in accordance with established rules.
- D. The insurance coverage given above is for a three year period and is renegotiable at the end of this period.

ARTICLE XIII

INSTRUCTIONAL COUNCIL

- A. An Instructional Council shall be formed that is representative of the full professional staff.
- B. The Council shall be advisory in nature. Its primary concern shall be review of existing curriculum and the recommendations for its improvement. The methods employed to conduct this review shall include but not be limited to, testing program, textbook selection, courses of study, maintenance of classroom control and discipline, teacher academic freedom, intra-school promotions, innovative techniques, measurement of pupil learning, reporting to parents, addition of new courses, instructional materials and supplies, and other matters referred to it by the Superintendent of Schools.
- C. The Council shall prepare and present a statement of purposes, define the duties of its chairperson, provide for a rotation of his/her term in office, and inform the Board of Education as to the method of selection of its members.
- D. The recommendations of the Council shall be formally presented in written form to the Superintendent of Schools. These shall be reviewed at a mutually convenient time by the Superintendent and a representative(s) of the Council.
- E. The Board of Education or its designated representative shall meet with the Instructional Council at a mutually convenient time. The purpose of this meeting shall be to review the recommendations as presented to the Superintendent of Schools.
- F. The Board shall consider and study all written recommendations submitted to it by the Council through the Superintendent of Schools for action. If the Board refuses to adopt any such recommendations, it shall state the specific reasons for such refusal in writing to the Council.

ARTICLE XIV

PROMOTIONS

- A. Promotional positions are defined as follows: positions paying a salary differential and/or on the administrator-supervisory level. All vacancies in promotional positions, including specialists and/or special projects teachers and those in programs funded by the federal government, shall be adequately publicized including the qualifications for the position, its duties, and the rate of compensation by the Superintendent in accordance with the following procedure:
1. When schools are in session, a notice shall be posted in each building as far in advance as practicable (ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such a date). A copy of the notice shall be given to the Association at the time of posting. Teachers wishing to apply for such vacancies shall submit their written applications to the Superintendent within the time limit specified in the notice. The Superintendent shall acknowledge promptly and in writing the receipt of all such applications.
 - 2 Teachers wishing to apply for promotional positions 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 position) for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. 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 Administrative Offices, in each school, and a copy of said notice shall be given to the Association. No vacancy in a promotional position shall be filled other than in accordance with this procedure.
- B. Extra-curricular positions covered under Schedule B are not subject to this Article.

ARTICLE XV

FAIR DISMISSAL PROCEDURE

Any nontenure teacher receiving notice that a teaching contract for the succeeding year will not be offered may request a statement of the reasons in accordance with New Jersey Administrative Code 6:3-1.20.

ARTICLE XVI

REPRESENTATION FEE

A. Purpose of Fee

If a professional employee, who is eligible to be represented by the Association (as defined in Article I of this Agreement) does not elect to become a member of the Association, said employee will be required to pay a representation fee to the Association. Representation fees shall be deducted proportionately only, beginning July 1st of the year this contract takes effect. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. Fee payment is not required for partisan political activities or causes or ideological positions only incidentally related to terms and conditions of employment and all benefits available only to members of the majority representative.

B. Amount of Fee

Prior to the beginning of each membership year (July 1 to the following June 30), the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments to be charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will not exceed 85% of that amount. The Association, prior to the start of each membership year, will notify the Board in writing of the representation fee to be paid by non-members and will certify that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments and does not include any amount of dues, fees and assessments that are expended 1) for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or 2) applied toward the cost of benefits available only to members of the majority representatives.

C. Deduction and Transmission of Fee

1. Notification

During the month of June in each membership year the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of these employees the representation fee and will be

transmit the amount so deducted to the Association, in accordance with Article XVI, Section C, part 3.

2. Demand and Return System

The Association must establish a demand and return system before any representation fees are deducted. The Association shall inform non-union professional employees of their rights to appeal the assessed representation fees deducted. A full and fair hearing will be provided to these non-union professional employees by the Association with the burden of proof on the union to justify the amount of the fee. Non-union members who are dissatisfied with the outcome of their appeals at the local level may appeal the decisions to the Tripartite State Board.

3. Payroll Deduction Schedule

The Board will deduct, as nearly as possible, the representation fee in equal installments from the paychecks of employees on the aforesaid list during the remainder of the membership year in question. Deductions will begin with the first paychecks paid in the month following the month in which the list was received. This schedule will apply to all situations involving the collection of representation fees.

4. Termination of Employment

If an employee who is required to pay a representation fee terminates his/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 take the same action for non-members that is required for union members.

5. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will be, as nearly as possible, the same as those used for the deduction and transmission of regular membership dues to the Association.

6. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1

above and/or the amount of the representation fee. Such changes will be reflected in any deductions made in accordance with paragraph 3 above.

7. New Employees

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 were placed on the payroll in bargaining unit positions during the preceding 30-day period. This list will include names, job titles and dates of employment. Representation fees, prorated to reflect the period of employment of the new employees, shall be deducted in accordance with the instructions in paragraph 3 above. New employees shall have a 3-month grace period to determine whether or not they wish to join the Association.

D. Indemnification and Save Harmless Provision

The union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be reproduced at the expense of the Board of Education after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now and hereafter employed.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following addresses:
 - 1. If by the Association to the Board, at the Administration Offices located in the Wolf Hill School.
 - 2. If by the Board to the President of the Association, at the appropriate school.
- C. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school shall be reimbursed for all such travel at the IRS rate all driving done after arrival at the first location at the beginning of their work day. If the distance from the teacher's house to the first location or from the teacher's last location to his/her home is greater than the distance between the teacher's home and his/her base school, he/she shall be reimbursed for the difference at the IRS rate.

ARTICLE XVIII

SCHOOL WORK YEAR

- A. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred and eighty-seven days. The student school year shall not exceed one hundred and eighty-five (185) days.

ARTICLE XIX

DURATION OF AGREEMENT

- A. This Agreement, as ratified October 1, 1993, shall be effective retroactive to July 1, 1993 and shall continue to be in effect until June 30, 1996, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- B. IN WITNESS THEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested to by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

OCEANPORT EDUCATION ASSOCIATION OCEANPORT BOARD OF EDUCATION

BY:

Fabricia Murphy

President

Lawrence R. Bowen

President

BY:

Roxana F. Alessi

Secretary

Janet P. Sausser

Secretary

SCHEDULE A - 1

1993-94 SALARY GUIDE

YEARS OF SERVICE AS OF JUNE 30, 1993	1993-94 SALARY LEVEL	BA	BA+15	BA+30	MA	MA+15	MA+30
0	1	26,145	26,645	27,145	27,745	28,245	28,745
1	2	26,645	27,145	27,645	28,245	28,745	29,245
2	3	27,445	27,945	28,445	29,045	29,545	30,045
3	4	28,235	28,735	29,235	29,835	30,335	30,835
4	5	29,585	30,085	30,585	31,185	31,685	32,185
5	6	31,460	31,960	32,460	33,060	33,560	34,060
6	7	33,560	34,060	34,560	35,160	35,660	36,160
7-12	8	35,660	36,160	36,660	37,260	37,760	38,260
13-15	9	36,660	37,160	37,660	38,260	38,760	39,260
16	10	37,675	38,175	38,675	39,275	39,775	40,275
17	11	38,775	39,275	39,775	40,375	40,875	41,375
18	12	40,425	40,925	41,425	42,025	42,525	43,025
19	13	43,845	44,345	44,845	45,445	45,945	46,445
20	14	51,475	51,975	52,475	53,075	53,575	54,075
20+	14	51,475	51,975	52,475	53,075	53,575	54,075

SCHEDULE A - 2

1994-95 SALARY GUIDE

YEARS OF SERVICE AS OF JUNE 30, 1994	1994-95 SALARY LEVEL	BA	BA+15	BA+30	MA	MA+15	MA+30
0	1	26,921	27,421	27,921	28,521	29,021	29,521
1	2	27,421	27,921	28,421	29,021	29,521	30,021
2	3	27,921	28,421	28,921	29,521	30,021	30,521
3	4	28,921	29,421	29,921	30,521	31,021	31,521
4	5	29,921	30,421	30,921	31,521	32,021	32,521
5	6	31,646	32,146	32,646	33,246	33,746	34,246
6	7	33,746	34,246	34,746	35,346	35,846	36,346
7	8	35,846	36,346	36,846	37,446	37,946	38,446
8-13	9	38,021	38,521	39,021	39,621	40,121	40,621
14-16	10	39,621	40,121	40,621	41,221	41,721	42,221
17	11	40,621	41,121	41,621	42,221	42,721	43,221
18	12	42,021	42,521	43,021	43,621	44,121	44,621
19	13	45,521	46,021	46,521	47,121	47,621	48,121
20	14	53,975	54,475	54,975	55,575	56,075	56,575
20+	14	53,975	54,475	54,975	55,575	56,075	56,575

SCHEDULE A - 3

1995-96 SALARY GUIDE

YEARS OF SERVICE AS OF JUNE 30, 1995	1995-96 SALARY LEVEL	BA	BA+15	BA+30	MA	MA+15	MA+30
0	1	28,191	28,691	29,191	29,791	30,291	30,791
1	2	28,691	29,191	29,691	30,291	30,791	31,291
2	3	29,191	29,691	30,191	30,791	31,291	31,791
3	4	29,691	30,191	30,691	31,291	31,791	32,291
4	5	30,691	31,191	31,691	32,291	32,791	33,291
5	6	32,091	32,591	33,091	33,691	34,191	34,691
6	7	34,041	34,541	35,041	35,641	36,141	36,641
7	8	36,141	36,641	37,141	37,741	38,241	38,741
8	9	38,316	38,816	39,316	39,916	40,416	40,916
9-14	10	40,516	41,016	41,516	42,116	42,616	43,116
15-17	11	42,716	43,216	43,716	44,316	44,816	45,316
18	12	43,716	44,216	44,716	45,316	45,816	46,316
19	13	49,366	49,866	50,366	50,966	51,466	51,966
20	14	53,975	54,475	54,975	55,575	56,075	56,575
20+	15	56,345	56,845	57,345	57,945	58,445	58,945

SCHEDULE B

EXTRA CURRICULAR COMPENSATION

<u>Activity</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
Baseball/Softball	\$1,825	\$1,950	\$2,050
Soccer	1,775	1,850	1,950
Field Hockey	1,775	1,850	1,950
Basketball (boys)	2,200	2,400	2,600
Basketball (girls)	2,200	2,400	2,600
Cheerleading	1,450	1,600	1,750
Yearbook	1,020	1,140	1,260
Washington/Walpack	275	300	325
AVA	1,000	1,050	1,100
Dance	30	30	30
Intramurals	17	17	17
Concerts/Band	740	980	1,220
Bells	550	600	650
Affirmative Action	550	600	650