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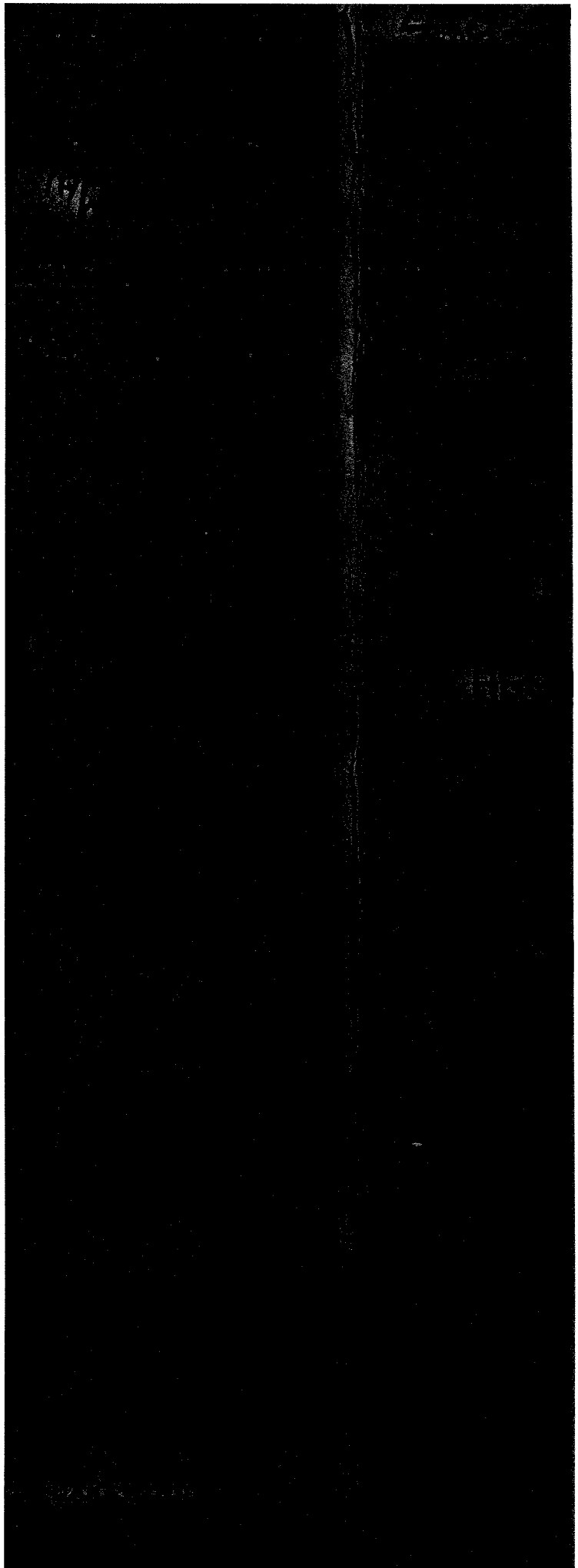
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# **A G R E E M E N T**

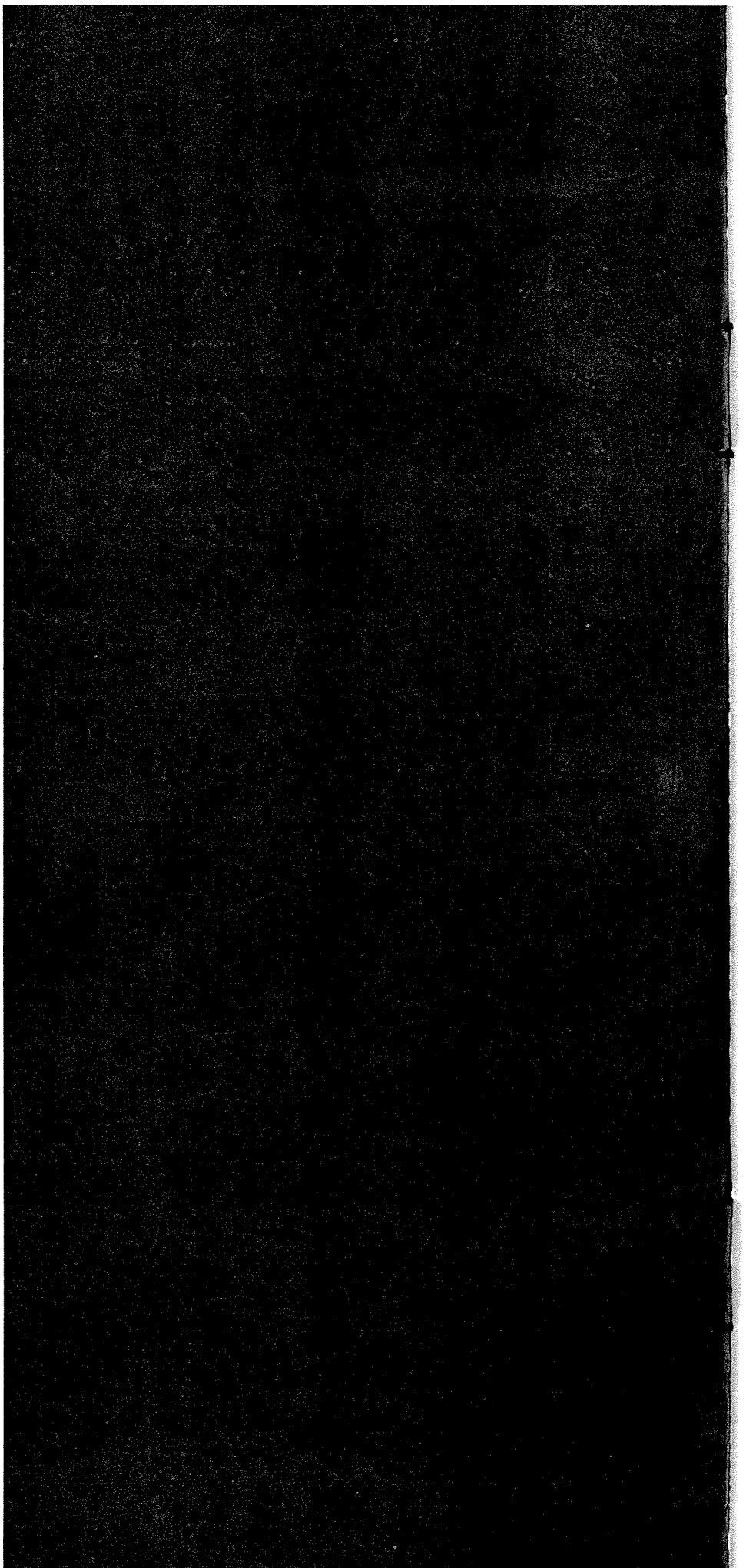
Between

**MANALAPAN-ENGLISHTOWN  
REGIONAL BOARD OF EDUCATION**

and

**MANALAPAN-ENGLISHTOWN  
REGIONAL EDUCATION  
ASSOCIATION**

**1975 - 1977**



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## **ARTICLE I RECOGNITION**

1.1 The Board hereby recognizes the Association as the majority representative for collective negotiation concerning terms and conditions of employment for all certified personnel whether under contract, or on approved leave employed by the Board including Classroom Teachers, Guidance Personnel, Librarians, Learning Disability Teacher Consultants, Remedial Teachers, Permanent Substitutes, Special Subject Teachers, Nurses, Speech Correctionist, School Social Workers, Resource Teachers, but excluding Substitutes, Principals, Directors, Coordinators, Assistants to the Superintendent, and all other Supervisory Personnel.

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

## **ARTICLE II NEGOTIATION PROCEDURE**

2.1 The majority representative shall submit in writing proposals for collective negotiation to the Board two (2) weeks prior to the required date for commencing negotiations in the school year in which this Agreement expires. Negotiations shall commence in accordance with the time-table established by PERC of the same year and ground rules will be determined by the parties in negotiation at the first meeting.

2.2 Any agreement so negotiated shall be reduced to writing and executed by both parties.

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

## **ARTICLE III GRIEVANCE PROCEDURE**

3.1 A grievance shall mean a complaint by an employee or group of employees in Article I, that there





has been a personal loss or injury because of the interpretation, application or violation of policies, agreements and administrative decisions affecting such employee or employees.

3.2 An "aggrieved person" is the person or persons making the claim.

3.3 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 his procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3.4 It is understood that teachers 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.

3.5 The Association as representative of a group of employees may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting said employees.

3.6 A group grievance of more than one teacher in one school shall commence with the school principal of the school.

3.7 If, in the judgment of the Association, a grievance affects a group or class of teachers in more than one school, the Association may submit such grievance in writing to the Superintendent or his designee directly and the processing of such grievance shall commence at that level. The Association may process such a grievance through all levels of the grievance procedure. The grievance, however, must be signed by each of the individuals claiming loss or injury.

3.8 A minority organization shall not present or process any grievance.

## **LEVEL I**

3.9 Any teacher who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally. In order to identify the item for dis-

cussion, the teacher shall submit a slip of paper to the principal identifying the issue.

3.10 If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) weekdays, he shall set forth his grievance in writing to the principal and the Association 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.

3.11 The principal shall communicate his decision to the teacher and the Association in writing within three (3) weekdays of receipt of the written grievance.

## **LEVEL II**

3.12 The Association, no later than five (5) weekdays 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 his decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) weekdays. The Superintendent shall communicate his decision in writing to the Association, principal, and teacher.

## **LEVEL III**

3.13 If the grievance is not resolved to the teacher's satisfaction, he no later than five (5) weekdays after receipt of the Superintendent's decision, may request a review by the Board of Education through the Association.

3.14 The request shall be submitted in writing through the Superintendent of Schools or his designee, in his absence or unavailability, who shall attach all related papers and forward the request to the Board of Education within five (5) weekdays. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the teacher and Association representative and render a decision

in writing within thirty (30) calendar days of receipt of the grievance by the Board.

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

- (a) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.
- (b) A complaint of a non-tenured teacher which arises by reason of his not being reemployed.
- (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 not required.
- (d) Any complaint which is not a matter of formal agreement between the Association and the Board.

#### **LEVEL IV**

3.16 The appeal of the aggrieved for review by a third party may be submitted to arbitration by the Association and the procedure for securing the services of an arbitrator shall be those of the American Arbitration Association. Such determination as the arbitrator shall make is binding on both parties to this Agreement. The arbitrator shall consider only the matter submitted and shall not add to or subtract from any other matter of formal agreement. His finding shall be returned to the Board and Association within thirty (30) days after date of hearing.

3.17 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.

## **ARTICLE IV**

### **TEACHER RIGHTS**

4.1 The Board and the Association recognize the right of teachers to form, join and assist any employee organization or to refrain from any such activity.

4.2 The Board and Association agree that there shall be no reprisals of any kind taken against any teacher by reason of his membership in or refusal to join the Association.

4.3 The Board and Association agree that the personal life of a teacher is not an appropriate concern except as it effects performance of a teacher's job function.

4.4 Teachers shall continue to be entitled to the full rights of citizenship including religious and political freedom.

4.5 No teacher shall be prevented from wearing pins or other identification, provided they are standard insignias, of membership in the Association or its affiliates.

4.6 When the Board of Education or any of its committees requires any teacher to appear before such body, concerning any disciplinary matter which could adversely affect his position or salary, such teacher shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview. This procedure is not meant to restrict, limit or bypass the provisions of New Jersey Statutes Title 18A:6-10.

4.7 There shall be no withholding of pay of any teacher suspended by the Board of Education until such time as a hearing of such suspension has been had before the Board of Education except where such suspension has been because of a criminal charge lodged against the teacher.

4.8 The Board recognizes that the teacher is primarily responsible for determination of pupil grades. If such determination is superceded, the teacher will receive notification in writing.

4.9 Criticism by any administrator of the performance of a teacher(s) shall be made in confidence and not in the presence of colleagues, parents, and/or students.

## **ARTICLE V**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

5.1 The Board agrees to make available to the Association information in the public domain which may be required by the Association in performing its representation function providing such request is received in writing.

5.2 The Association and its representatives shall have the right to use school buildings at all reasonable hours for Association meetings providing that such meetings be applied for in writing to the Superintendent of Schools and be within the guidelines of Board policies.

5.3 The Association shall have in each faculty lounge the use of a bulletin board. Copies of all materials to be posted shall be submitted to the building principal.

5.4 The Association shall have the privilege of reasonable use of inter-school mail and school mail boxes, providing that open materials, except meeting announcements, shall receive prior approval of the Superintendent.

5.5 The Association shall have the privilege of reasonable use of school facilities and equipment, including typewriters, mimeographing machines, other duplicating 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 incidental to such use, and for any repairs necessitated as a result thereof. Permission for the use of such facilities and equipment shall be requested in writing from the Superintendent or his designee, who will be the principal of a school building if the Superintendent or his designee is not available.

5.6 The Board shall provide time to the Association president or his designee to speak to new teachers during orientation as an entire group and prior to assigning the teachers to various buildings to continue orientation.

5.7 Whenever any teacher is required to participate during working hours in negotiations or grievance proceedings with the Board, he shall suffer no loss in pay.

5.8 The Association will be provided a storage space for a file in one of the faculty lounges.

5.9 The rights and privileges of the Association shall be as specified in Chapter 123, Public Laws of 1974, and all other appropriate State Statutes.

5.10 The President of the Association shall not be assigned scheduled duties before or after school. In unusual circumstances where a non-scheduled assignment must be made temporarily, such assignment shall not be frequently recurring. In an unusual circumstance where the service of the President of the Association can be of assistance to the interests of the School District, he may request released time of the Superintendent of Schools who may grant such time as in his determination is required.

## **ARTICLE VI**

### **TEACHER WORK YEAR**

6.1 The Association shall appoint a committee to study and make recommendations to the Superintendent for his consideration concerning the school calendar. Such recommendations shall be delivered to the Superintendent by February 1st of each year of this Agreement's duration.

6.2 The teacher work year shall not exceed one hundred eighty-two (182) days. New teachers will be required to attend one additional orientation day at the beginning of the school year and all teachers may be required to attend one additional day at the end of the school year if satisfactory check out is not accomplished in one day. Determination of the necessity for use of either or both of these days shall be as required by the Superintendent of Schools.

6.3 If during the school year the Board changes the teachers' work year schedule, then notification of such change shall be sent to the Association.

## **ARTICLE VII**

### **TEACHING HOURS AND LOAD**

7.1 Teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Presence for duty shall be by checking the sign-in-sign-out roster in each building.

7.2 Teachers shall have a duty-free lunch period the same length as the student lunch period and may leave the building during scheduled duty-free lunch after notifying the office in their respective building.

7.3 Required arrival and departure times for teachers shall be required as follows:

School	Arrive	Depart
1. Clark Mills	8:30 A.M.	3:15 P.M.
2. Taylor Mills	8:30 A.M.	3:15 P.M.
3. Lafayette Mills	9:00 A.M.	3:45 P.M.
4. Milford Brook	9:00 A.M.	3:45 P.M.
5. Pine Brook	7:45 A.M.	2:30 P.M.
6. Pine Street	7:45 A.M.	2:30 P.M.
Kindergarten A.M.	8:30 A.M.	11:30 A.M.
Kindergarten P.M.	12:15 P.M.	3:15 P.M.

7.4 All teachers may be required by the Administration to remain at the end of the regular work day, without additional compensation, for the purpose of attending two (2) faculty and four (4) professional meetings each month. Such meetings shall require no more than one hour per session. Such meetings shall begin within a reasonable time after student dismissal. Faculty and or professional meetings shall not be called on the second Wednesday of each month during the school year for the duration of this Agreement, allowing for District Association meetings if so desired.

7.5 Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any legal holiday or other day upon which teacher attendance is not required at school, unless administratively necessary as determined by the Superintendent of Schools.

7.6 At any faculty or professional meeting referred to above, an announcement will be made if requested by

an Association representative, that an Association meeting will follow the conclusion of the meeting.

7.7 When possible, the administration will give teachers notice and agenda for any faculty meeting at least two (2) days prior to such meeting. Teachers shall have the right to suggest items for the agenda to the administration.

7.8 Classroom teachers shall, in addition to their lunch period, have five (5) preparation periods per week of at least thirty (30) minutes duration. Not more than two (2) preparation periods will be scheduled in one day without the written consent of the teacher so scheduled.

7.9 If in temporary situations a teacher is denied a preparation period, then such time shall be compensated within thirty (30) calendar days by released time, or proportionate financial compensation at \$10.00 per hour or portion thereof as appropriate.

7.10 Compensatory released time granted to teachers shall not require their presence for duty. When possible such time will be scheduled at the beginning or end of a work day.

7.11 The format of lesson plans shall not be mandated for tenured teachers who have received satisfactory evaluations. However, such lesson plans must be sufficiently comprehensive to allow a substitute to follow the continuity of the subjects covered. The determination as to comprehensiveness in this Article is to be as judged by the Superintendent of Schools or his designee.

7.12 Teachers shall be paid honorariums for extra-curricular activities listed in Schedule B attached to present Contract.

7.13 Teachers may also be required to attend no more than four (4) evening assignments or meetings each school year.

## **ARTICLE VIII**

### **CLASS SIZE**

8.1 The Board and teachers agree that class size is an important consideration and the Board will continue efforts to achieve effective class size.



## **ARTICLE IX**

### **NON-TEACHING DUTIES**

9.1 Teachers who use their automobiles in the authorized performance of their duties shall be reimbursed at the rate of \$.15 per mile for such use, when using prescribed routes. Such reimbursement shall not be applicable for travel to or from any building of employment at the beginning or end of the work day.

9.2 For teachers who use their automobile in the authorized performance of their duties, the Board shall provide liability insurance coverage for such periods as an addition to the maximum liability insurance coverage carried and paid for by the individual teacher.

9.3 The Board will continue to utilize teacher aides for the duration of this Agreement.

## **ARTICLE X**

### **TEACHER EMPLOYMENT**

10.1 Each teacher shall be placed on the proper step of the salary guide per Appendix "A" as determined by the Board of Education, but at a step no less than that specified below:

- (1) Satisfactory teaching experience in a duly accredited school requiring New Jersey State certification and/or approval.
- (2) Active Duty Military service or mandated federal service in lieu thereof, up to four years maximum.
- (3) Credit shall be allowed for future service according to the following schedule: A maximum of two years' credit for service in the Peace Corps, Vista, National Teacher Corps, or time spent on Fulbright Scholarship. Service in more than one of the organizations listed herein shall receive total credit for no more than two years maximum.

10.2 Previously accumulated sick days shall be restored to all returning teachers on Board approved leaves, but no days shall be added for the period of leave.

10.3 Nothing in this Article is to be interpreted as denying the Board's authority to refuse a contract, salary increment, or raise for unsatisfactory service as determined by the Board.

10.4 All teachers who shall not receive a contract, salary increment or raise shall be notified in writing no later than April 15th.

10.5 Upon written request, a nontenured teacher whose contract is not renewed will be given the reasons for such nonrenewal.

10.6 The Board will hire only certified teachers in accordance with New Jersey Statutes Title 18A and the Rules and Regulations of the New Jersey State Board of Education.

#### **REDUCTION IN FORCE**

10.7 Any proposed reduction in the number of teachers employed shall be negotiated with the Association. This negotiation shall concern itself not with the reduction per se, but the terms of separation in accordance with Title 18A New Jersey Statutes Annotated and Public Law 123.

### **ARTICLE XI**

#### **SALARIES**

11.1 The Salary Guide for all teachers is set forth in Appendix "A". Proportionate salary per guide will be paid to teachers working a contract year on a part-time daily basis.

11.2 Teachers employed on a ten (10)-month basis shall be paid in twenty (20) equal semi-monthly installments.

11.3 Teachers may elect in writing to have deductions from their pay for participation in the Monmouth County Credit Union without any financial participation on the part of the Board.

11.4 When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day except if the Board is unable to do so because of unusual circumstances.

11.5 Teachers shall receive their final checks on the last working day in June when the teacher has completed final check-out.

11.6 All sports honorariums shall be paid in two separate checks, one in mid-season of the sport and one in June.

## **ARTICLE XII**

### **TEACHER ASSIGNMENT**

12.1 All teachers shall be given written notice of changes in class and/or subject assignments or building assignments for the forthcoming year by May 1st. Should change be required after this date, written notice will be sent to the teacher at his home or file address by certified mail. The teacher so affected may request and be granted a conference with the Superintendent of Schools or his designee concerning the need for such change.

12.2 Teachers who use their automobile for authorized inter-school travel shall be reimbursed at the rate of \$.15 per mile. Such mileage shall not be reimbursable for travel to or from home.

12.3 Any new position, not now existing, that provides additional compensation for a teacher in addition to attachment "A" will also be negotiated with the majority representative, if such position is entitled to be part of the bargaining unit per Article I of this Agreement.

12.4 Positions that are advertised outside the Manalapan-Englishtown School System shall also be posted in each school of the system at the same time.

## **ARTICLE XIII**

### **VOLUNTARY TRANSFERS AND ASSIGNMENTS**

13.1 By May 1st, the Superintendent shall post in all school buildings a list of expected vacancies for the following school year.

13.2 In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individ-

ual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent stating the grade and/or subject desired and the school or schools to which transfer is requested. Such requests will be considered when scheduling is made, but this consideration is not intended to limit the flexibility of the Administration.

## **ARTICLE XIV**

### **INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

14.1 Notice of any involuntary transfer or reassignment shall be given to the teacher affected in writing, in person or by certified mail, to the individual teacher's home or file address when determined by the Board of Education. The Teacher so affected may request and be granted a conference with the Superintendent of Schools or his designee concerning the need for such change.

## **ARTICLE XV**

### **PROMOTIONS**

15.1 A notice of a vacancy in administrative positions to be filled shall be sent to each school for posting at least fifteen (15) days before the final date when applications must be submitted. A copy shall be sent to the Association if such administrative vacancy becomes available in a summer recess period when schools are closed.

15.2 Teachers who desire to apply for any such vacancies above, shall submit their application in writing to the Superintendent. When a vacancy described in notice is filled, the Superintendent may destroy all applications for said positions.

15.3 Appropriately certified teachers who desire to apply for an administrative position which may be filled during the summer period when school is not regularly in session shall submit their name to the Superintendent

together with the position(s) for which they apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they applied.

15.4 All qualified teachers shall be given opportunity to make application, and no position shall be filled until all properly submitted applications have been considered. The Board will give consideration to the professional background and attainments of all applicants.

## **ARTICLE XVI**

### **HOME TEACHING**

16.1 Home teacher assignments are made through the office of the Director of Pupil Personnel Services when the need arises. Priority is given to the teachers of this District, unless a special expertise is needed and none exists. The rate for home instruction will be \$10.00 per teaching hour of assignment.

## **ARTICLE XVII**

### **TEACHER EVALUATION**

17.1 A teacher shall have the right to see his formal observation report, and shall have the right to a signed copy of any formal observation report.

17.2 Nothing in a teacher's file will be used in disciplinary proceedings unless the teacher has received a copy prior to any hearing for discipline.

17.3 Nothing in this Article is to be construed as altering or bypassing the tenure statutes of New Jersey Statutes Annotated, Title 18A.

17.4 All formal observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. This is not to preclude informal observation concerning the caliber of a teacher's performance and/or work by administrators approved by the Board. Three formal observations will be conducted during the school year. Both parties to this Agreement understand that the purpose of formal observation is to assist and constructively develop teacher ability and/or performance. Both parties to this

Agreement understand that formal observations are but one portion of the overall evaluation of a teacher's work performance.

17.4:1 Nontenured teachers will have received all three prior to contract issue for the following school year.

17.4:2 Tenured teachers will have at least one prior to contract issue.

17.5 A teacher shall receive a copy of any written complaints regarding a teacher made to any member of the administration or the Board by any parent, student, or other person.

17.6 An employee may request the right to inspect material in his/her individual personnel file, except that all pre-employment material shall be treated as confidential and shall not be made available to the employee. An employee may make a copy of the material which he/she is permitted to inspect. A teacher shall be entitled to have a representative of the Association accompany him during such review.

17.7 The Board agrees that no derogatory information will be placed in an individual employee's file without the employee having the opportunity to see, initial, and reply to said information, with such reply to be placed in the personnel file.

17.8 Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

## **ARTICLE XVIII**

### **TEACHER FACILITIES**

18.1 Storage space will be provided in each classroom for materials and supplies. In addition, each classroom will have a filing facility, chair, desk, adult dictionary and sufficient materials for performance of teaching responsibilities and chalkboard space. In addition, provision will be made for a lounge area in each school for the faculty which shall be regularly maintained.

18.2 Well lighted and clean teacher rest room for each school, separate for each sex, and separate from the students' rest room will be provided whenever practicable and examination will be made for modifications of existing facilities to incorporate the foregoing.

18.3 Teachers shall have keys to their rooms and shall maintain possession of same during the year. Keys shall be returned at the end of the year at check-out time. A sign out register for a building key shall be maintained in each school building office for teachers who wish to return to the building for extra work without compensation. Permission for the issuance of such key shall be at the discretion of the building principal. In schools of this system where there is but one office typewriter, an additional typewriter will be provided by the Board and shall be available for teacher usage when performing tasks necessary to their teaching duties.

18.4 Ditto machines and typewriters in the faculty rooms of the Manalapan-Englishtown School System shall be maintained in operating order by the Board.

18.5 Suitable provision will be made by the Board for each teacher to store coats, overshoes, and personal articles.

18.6 Teachers who work in more than one school building shall be assigned a classroom or office for their use outside of regular teaching hours with a desk or other equivalent facility and a place to store materials and supplies for their use in preparing or implementing teaching assignments. This does not mean that more than one teacher will not be assigned to a room.

18.7 Upon the request of the Association, a reasonable number of vending machines shall be installed in the teacher's lounges. The profits from such machines shall be placed in Association funds and all related expenses, including cost of purchase, will be borne by the Association.

## **ARTICLE XIX**

### **LIAISON COMMITTEE**

19.1 A committee comprised of three (3) members of the Board of Education and three (3) representatives of

the Manalapan-Englishtown Education Association, all voting, shall meet on five (5) occasions of mutual convenience during the year with the Superintendent, a nonvoting member, as chairman, to discuss and make recommendations to the Board of Education, including but not limited to the following subjects:

19.1:1 Teacher rights, Association rights and privileges, calendar, hours and teaching load, class size, specialists, nonteaching duties, teacher employment, teacher assignment, voluntary transfer and reassignment, involuntary transfer and reassignment, personal and academic freedoms, promotion, evening school, summer school, home teaching and federal programs, teacher evaluation, teacher-administration liaison, substitutes, protection of teachers, students and property, discipline, books and other instructional materials and supplies, deduction from salaries, books and instructional equipment.

19.2 This committee is advisory in nature. All reports of the committee shall be forwarded to the Board who may accept, reject or send back a report for further study. Determination by the Board shall not be subject to the grievance procedure.

## **ARTICLE XX**

### **INSTRUCTIONAL COUNCIL**

20.1 An instructional council shall be established and shall meet no later than December 15, 1975.

20.2 The council shall be made up of seven (7) persons. Three (3) representatives appointed by the Superintendent, three (3) representatives appointed by the Association, and the Superintendent who shall be the Chairman. All members shall have a vote except the Chairman.

20.3 The purpose of the council shall be to discuss and make recommendations to the Board of Education including but not limited to: curriculum, teaching techniques, instructional organizational patterns, experimentation, extra-curricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the District, teacher recruitment, research, educational specifications for



buildings, and other related matters regarding the effective operations of the School district.

**20.4 Additional Members** - Nothing in this Article shall be interpreted to prevent the council from consulting or appointing to its committees such additional teachers, administrators, professional advisors, students parents, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes. In the event that professional consultants are desired, the Board may provide adequate funds to pay for each service.

#### **20.5 RULES OF PROCEDURE**

20.5:1 The council shall establish its own rules of procedure.

20.5:2 This committee shall be advisory in nature.

20.5:3 All reports of the council shall be forwarded to the Board and the Association for consideration. The Board and the Association shall respond thereto in writing. Determination by the Board shall not be subject to the grievance procedure.

### **ARTICLE XXI**

#### **SICK LEAVE**

21.1 The Board shall grant ten (10) days of sick leave per year to each teacher; the unused days shall accumulate without limit. A record of sick leave accumulation will be issued each teacher by June 1st. This record shall list the name of the teacher and his record of accumulated sick leave with a place for signature indicating the correctness of the record. A copy is supplied the teacher and the signed copy is for his personal file. When accumulated sick leave is exhausted, the Board shall pay the difference between the teacher's salary and the substitute's pay, after consideration in each individual case per Title 18A:30-7. This is now necessary per the Commissioner of Education's decision in Hutchenson v. Totowa.

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**ARTICLE XXII**  
**TEMPORARY LEAVES OF ABSENCE**

22.1 Teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

22.1:1 Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made in writing at least one week before taking such leave (except in the case of emergencies; whereby, application shall be made as soon as possible after return to duty), and the applicant, for such leave, shall not be required to state the reason for taking such leave other than that he is taking it under this Section. The days shall not be consecutive and shall not be taken at the beginning or end of a vacation period. Granting of the days of leave shall be in accordance with the operational needs of the school as defined by the Superintendent,

22.1:2 In case of death or critical illness in the immediate family, an employee may be granted up to a maximum of five (5) days absence without loss of pay. The immediate family shall be defined as husband, wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, brother-in-law, sister-in-law and grandparents and foster parent of the employee.

22.1:3 Time necessary for persons called into short-term temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid as required by law.

22.1:4 Up to four (4) professional days may be granted for matters of benefit to the Manalapan-Englishtown Educational System. Such determination is to be made by the Superintendent of Schools.

22.1:5 Time necessary for any legal proceeding connected with the teacher's employment or with the school system except if the teacher appearance

is necessary to attend a legal proceeding which the teacher has initiated against the school system.

22.2 Additional days required for personal leave and approved by the Superintendent shall be deducted from salary at the rate of 1/200 of yearly salary.

## **ARTICLE XXIII**

### **EXTENDED LEAVES OF ABSENCE**

23.1 A leave of absence without pay of up to two (2) years shall be granted to tenured teachers who join the Peace Corps, Vista, National Teacher Corps, or serve as an exchange teacher or overseas teacher, and are full-time participants in either such programs, or accept a Fulbright Scholarship, or to pursue further graduate studies. Sixty (60) days notice shall be required in writing requesting the leaves. All fringe benefits shall cease for the duration of the leaves.

23.2:1 Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment, if in accordance with the law.

23.2:2 Upon return from leave granted pursuant to Section 22.2 of this Article, a teacher 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.

23.3 A teacher shall notify the Superintendent of her pregnancy in writing as soon as it is medically confirmed. Said teacher shall be placed on maternity leave without pay commencing after written professional medical recommendation by her medical doctor and terminating when physically able to perform her duties. In the event of stillbirth or death of the child, the teacher, if she elects may return to her position when physically able to perform her duties if a position exists.

23.4 A teacher must provide written professional sub-

stantiation by her medical doctor of ability to perform her duties prior to return.

23.5 Any female adopting an infant child may receive similar leave which shall commence upon her receiving actual custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

23.6 No teacher on maternity or adoption leave shall, on the basis of said leave, be denied the opportunity to substitute in the Manalapan-Englishtown School District in the area of her certification or competence in accordance with substitute practice of the Board.

23.7 All other benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored upon return from leave 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 if available.

23.8 All extensions or renewals of leaves shall be applied for in writing and judged by the same standards as specified in this Article during the contract time as stated in this document.

23.9 A teacher on tenure may be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university, private school or other public school district with the written approval of the Superintendent.

23.10 A teacher shall not receive increment credit for time spent on a leave granted other than military leave nor shall such time count toward the fulfillment of the requirements for acquiring tenure.

## **ARTICLE XXIV**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

24.1 The Board shall pay the cost of tuition at a maximum reimbursement of thirty-five dollars (\$35) per credit hour for a maximum of eighteen (18) credit hours in any one year with no more than six (6) credit hours per semester when school is in session.

24.2 If the tuition credit cost of New Jersey State Colleges is increased by said institutions, then the Board shall reimburse teachers for completion of courses per this Agreement at a rate that is the average credit cost for all said schools.

24.3 There is no change in current Board policy of not reimbursing for courses taken to complete elementary certification requirements. All courses must have prior approval of the Superintendent. All courses in programs leading to advanced degrees in education will be reimbursed. Courses outside of specific advanced degree programs, but within the area of certification or subject expertise for any position in the District will also be reimbursed. Special consideration may be given by the Superintendent for courses taken outside the teacher's area of specialization providing it can be demonstrated that such courses will be of specific benefit to the teacher and to the District.

## **ARTICLE XXV PROTECTION OF TEACHERS AND PROPERTY**

25.1 In accordance with Title 18A:6-1, New Jersey Statutes Annotated, no teacher shall inflict or cause to be inflicted corporal punishment upon a pupil attending Manalapan-Englishtown public schools; but any such teacher 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 objects upon the person or within the control of a pupil;
- (3) for the purpose of self-defense; and
- (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, bylaw, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

**ARTICLE XXVI**  
**MAINTENANCE OF**  
**CLASSROOM CONTROL**

26.1 An administrative guideline for teachers to handle behavioral problems of students shall be distributed to all teachers by October 1st of the school year, if not already in their possession, or if the guideline is changed.

26.2 When, in the judgment of a teacher, a student is a serious behavioral problem seriously disrupting the instructional program to the detriment of other students, or in cases where, in the judgment of a teacher, a student requires the specialized attention of an administrator, Child Study Team, physician or other specialist, then such teacher shall refer the student for professional consideration and treatment of the problem. The administration shall arrange a conference between the teacher and the specialist(s) concerned.

**ARTICLE XXVII**  
**INSURANCE**

27.1 The Board shall pay the full cost of coverage for teachers under the State Health Benefits Plan, or shall provide similar coverage by any other carrier(s).

27.2 The Board shall also pay full coverage as outlined in Paragraph 27.1 above for teachers after retirement from the Manalapan-Englishtown School System who elect and are entitled to participation. This item is not intended to retroactively provide coverage for any teacher presently retired but shall be available only to those teachers who retire, or have retired, after July 1, 1971.

27.3 Coverage under this Article is understood to be appropriate to each teacher eligible and entitled to such coverage. It is further understood that such coverage shall be effective for each teacher when the carrier(s) can so provide.

27.4 Effective with the 1976-77 school year, the health insurance heretofore furnished by the District for the benefit of the teachers shall be improved by replacing

the current 500 health insurance series with the 750 plan, and the costs for such improved plan shall be borne by the District.

## **ARTICLE XXVIII**

### **DEDUCTIONS**

28.1 Deduction from each teacher's salary shall be in accordance with New Jersey Statutes for the following:

1. Summer Pay Plan
2. Tax Sheltered Annuity
3. Pension and Annuity Funds and Loan Repayment
4. Contributory Insurance
5. Association Payroll Deduction
6. Washington National Insurance

28.2 The Board shall deduct from the salaries of its teachers dues for the Manalapan-Englishtown Education Association, the Monmouth County Education Association, the New Jersey Education Association and the National Education Association as such teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Manalapan-Englishtown Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations. 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, and time sufficient for the effectuation of such change.

## **ARTICLE XXIX**

### **MISCELLANEOUS PROVISIONS**

29.1 The Board of Education and the Association shall carry out all the commitments contained herein.

29.2 If any provision of this Agreement or any application of this Agreement to any employee or group of

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

29.3 The Board of Education continues to retain the right to refuse increments and/or salary adjustment for unsatisfactory service.

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

29.5 Any changes or modifications in terms and conditions of employment will be made only through negotiations by the Board and by the Association.

29.6 A section(s) of this Agreement may be reopened for negotiation only if mutually agreed upon by both parties to this Agreement.

29.7 Five hundred (500) copies of this Agreement will be printed at equally shared costs.

The Association reserves the right to reorder articles within this Agreement, reorder paragraphs within articles, numbers or letter paragraphs, and index this Agreement prior to the aforementioned printing with the consent of the Board.



## **ARTICLE XXX**

### **DURATION**

30.1 This Agreement shall be effective July 1, 1975 and continue into effect until June 30, 1977. All Articles shall remain in effect for the Agreement's duration.

#### **MANALAPAN-ENGLISHTOWN BOARD OF EDUCATION**

John J. Engel, President  
Gerald J. Moorcroft, Secretary

#### **MANALAPAN-ENGLISHTOWN EDUCATION ASSOCIATION**

Joseph D. Murphy, President  
Evelyn Robinson, Recording Secretary

**31.1 SALARY GUIDE 1975-1976**

Steps	B.A.	M.A./B.A. + 30	M.A. + 30
1	\$ 9350	\$10100	\$10850
2	9800	10550	11300
3	10250	11000	11750
4	10750	11500	12250
5	11200	11950	12700
6	11700	12450	13200
7	12250	13000	13750
8	12700	13450	14200
9	13150	13900	14650
10	13600	14350	15100
11	14050	14800	15550
12	14550	15300	16050
13	15000	15750	16500
14	15450	16200	16950
15	15810	16650	17400

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**31.2 SALARY GUIDE 1976-1977**

Steps	B.A.	M.A./B.A. + 30	M.A. + 30
1	\$ 9750	\$10568	\$11388
2	10238	11060	11880
3	10731	11552	12374
4	11224	12045	12866
5	11771	12593	13414
6	12264	13085	13907
7	12812	13633	14454
8	13414	14235	15056
9	13907	14728	15549
10	14399	15221	16042
11	14892	15713	16535
12	15385	16206	17027
13	15932	16754	17575
14	16425	17246	18068
15	17197	18108	18889

## HONORARIUM SCHEDULE 1975-77

Teachers shall be paid honorariums as follows:

Audio Visual Aids	—\$425
Boy's Basketball Coach	— 525
Baseball Coach	— 525
Cheerleader	— 425
Girl's Basketball Coach	— 525
Yearbook Advisor	— 325
Gymnastic Coach	— 425
Soccer Coach	— 525
Drill Team Coach	— 300
Guidance Counselor	— 800
Speech Therapist	— 300
Learning Disability Teacher Consultant	— 800
Special Subject Coordinators	
Spanish	— 525
Music	— 525
Art	— 525
Health and Physical Ed.	— 525
Lunch Room Duty (Pine Brook only)	— 525
Social Worker	— 800
Teacher of the Handicapped	
Resource Room Teacher	— 350
Neurological Impaired Teacher	— 350
Perceptual Handicapped Teacher	— 350
Educable Teacher	— 350
Trainable Teacher	— 350
Wrestling Coach	— 525

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