

**PREAMBLE**

This Agreement entered into this 1<sup>st</sup> day of July, 2004, by and between the **BOARD OF EDUCATION OF THE BOROUGH OF EATONTOWN, NEW JERSEY**, hereinafter called the "Board," and the **EATONTOWN TEACHERS ASSOCIATION**, hereinafter called the "Association," incorporates the Articles hereinafter indexed and further defined.

**ARTICLE I**  
**RECOGNITION**

- A. The Board hereby recognizes the Association as the majority representative for collective negotiations concerning terms and conditions of employment for all teachers under contract, or on approved leave, in accordance with the New Jersey Employer-Employee Relations Act of 1968. These shall include all classroom teachers, nurses, librarians, learning disability specialists, remedial teachers, compensatory education teachers, Title I teachers, social workers, speech therapists, school psychologists, supplemental teachers, guidance counselors, summer school teachers and sponsors of recognized extra-curricular activities. This recognition does not apply to the Superintendent, principals, curriculum coordinator, supervisor of special services, teacher aides and substitutes, or the clerical, secretarial and custodial employees of the Board.
- 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 defined above, and references to teachers shall include male or female teachers.
- C. Part-time teachers' shall be paid on a proportionate basis based on the salary guide using the formula:  $1/182 \times \text{salary} / 6 \text{ hours}$ .

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

- A. Either party may submit in writing proposals for collective negotiation prior to the date set down under Public Employee Relations Committee rules. Negotiations shall commence no later than 120 days prior to budget submission and ground rules shall be determined by the parties in negotiation at the first meeting. At least one (1) meeting shall be held between the 120<sup>th</sup> day and 90<sup>th</sup> day prior to budget submission.
- B. Any agreement so negotiated shall be reduced to writing and executed by both parties.
- C. 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**

**A. Definitions**

1. A “grievance” is a claim by a teacher or the Association that there has been a misinterpretation, misapplication or violation of the provisions of this agreement, policies and administrative decisions affecting the terms and conditions of employment of a teacher or group of teachers; however, the term “grievance” and the procedure relative thereto, with the exception of Paragraph D of this Article, shall not be applied to the following matters:
  - (a) Matters for which a method of review is required either by law or by any rule or regulation of the State Commissioner of Education.
  - (b) Any matter which, according to law, is exclusively within the jurisdiction of the Board.
2. An “aggrieved person” is a person or persons included in the negotiating unit and making the claim.
3. A “party in interest” is a person making the claim, and any person(s) or the Association who might be required to take action or against whom action might be taken in order to resolve the claim.

**B. Purpose**

1. The purpose of this procedure is to resolve, at the lowest possible level, differences which may from time to time arise affecting the terms and conditions of employment of teachers subject to Paragraph E 5 of this Article, and as may be

appropriate without disclosure at any level of procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

### **C. Procedure**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure before the end of the school year, and if left unresolved until the beginning of the following year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced proportionately between the aggrieved person and the Board so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable

#### **LEVEL I**

3. A teacher with a grievance shall discuss it first with his/her Principal or immediate Superior, either directly or through the Association's representative, within 10 school days of the occurrence of the event, situation or incident which

gave rise to the grievance, with the objective of resolving the matter informally at this level. In the event the Principal or immediate supervisor decides that the resolution of the grievance is beyond the scope of his/her authority he/she shall forward such grievance in writing to the Superintendent directly and the processing of such grievance shall proceed to Level II. In the event that the Superintendent decides that the resolution of the grievance is beyond the scope of his/her authority, he/she shall forward the grievance to the Board of Education and the processing of such a grievance shall proceed to Level III. Notwithstanding anything to the contrary set forth herein, all grievances concerning Board policy shall be initially filed with the Superintendent who shall forward it to the Board for processing under Level III.

#### **LEVEL II**

4. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairman of the Association's Negotiations Committee within five (5) school days after the decision at Level One or ten (10) school days after the grievance was first presented at Level One, whichever is sooner. Within five (5) school days after receiving the written grievance, but no later than ten (10) school days, the Chairman of the Negotiations Committee shall refer it to the Superintendent of Schools.

#### **LEVEL III**

5. If the aggrieved person is not satisfied with the disposition of this grievance at

Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he/she may, within five school days after a decision by the Superintendent or fifteen (15) school days after the grievance as delivered to the Superintendent, whichever is sooner, request in writing that the Chairman of the Negotiations Committee submit his/her grievance to the Board of Education. If the Board of Education fails to resolve the grievance to the satisfaction of the aggrieved within fifteen (15) school days after the receipt thereof, he or she may take the following action depending on the nature of the grievance:

- a. Should the grievance relate to a complaint of a non-tenured teacher which arises by reason of his or her not being re-employed, the grievance shall not be grievable beyond the level of the Board.
- b. Should the grievance relate to the an alleged violation, misapplication or misrepresentation of the terms of this contract, then the Board and the Association's Negotiations Committee shall resort to arbitration, and attempt to agree upon a mutually acceptable arbitrator and shall obtain from said arbitrator a commitment to serve. The arbitrator may not be a member or employee of the Board, the Association, the NJEA, the School Board's Association or any other teaching staff member of the Eatontown School system. If the parties are unable to agree upon an arbitrator or obtain a commitment within the period specified, a request for a list of arbitrators may be made to the American Arbitration Association or the Public Employment Relations Commission, by either party. The parties

shall be bound by the rules and procedures of the American Arbitration Association or the Public Employment Relations Commission, respectively, in the selection of the arbitrator.

- (1) The arbitrator so selected shall confer with the representatives of the Board and the Negotiations Committee and hold hearings promptly. The arbitrator shall be limited to the issues submitted and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement between the parties. His/her decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted.
- (2) The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The award of the arbitrator shall be submitted to the Board and to the Association and shall be final and binding on all parties.
- (3) The cost for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

- c. Should the grievance arise from a complaint by any certified personnel arising from the appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is not possible or required, the grievance shall not be grievable beyond the level of the Board.

**D. Rights of Teachers to Representation**

1. The aggrieved party may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative of his/her choice or by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or any members of the Administration against any party in interest, any faculty representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

**E. Miscellaneous**

1. If, in the judgment of the Association, a grievance arising out of the same transaction materially affects a group or class of teachers, the Negotiations Committee may submit such grievances in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two. The Negotiations Committee may process such a grievance through all the remaining levels of the grievance procedure.
2. Decisions which are rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the

Chairman of the Negotiations Committee of the Association. Decisions rendered at Level Three shall be in accordance with Paragraph C5b(1) and C5b(2) of this Article.

3. All written communications transmitted between the aggrieved person(s) or the Association, and the immediate Supervisor, Superintendent or Board of Education will be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. The forms used in filing grievances (supplied by the Association) shall be prepared jointly by the Superintendent and the Association.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

**ARTICLE IV**  
**TEACHERS' RIGHTS**

A. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support or refuse to join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental powers under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any legal 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 or otherwise with respect to any terms or conditions of employment.

Nothing contained herein shall be construed to deny or restrict to any teacher or the Board of Education such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.

An employee who files a grievance or complaint in any other legal forum regarding the rights delineated in this paragraph shall be precluded from submitting the same grievance to arbitration.

B. Teacher Evaluation

Non-tenure teachers shall be evaluated by the their immediate superior at

least three times in each school year and tenure teachers shall be evaluated at least two times in each school year, to be followed in each instance by a written evaluation report.

Three copies of each page of the evaluation shall be prepared and submitted to the individual under evaluation within four school days of the evaluation. It is the responsibility of the individual being evaluated to study the evaluation, to sign each page indicating that the page has been read, and return the evaluation to the evaluator within four school days.

Any written comments made by teachers concerning the evaluation shall become part of the evaluation and included in their permanent files.

No formal evaluation shall take place on a day preceding or following a school holiday or vacation.

Either party may request a conference to discuss the contents of the evaluation report.

**C. Just Cause Provision**

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his/her professional services 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.

## ARTICLE V

### ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association, upon request, all available public information concerning the financial resources of the district, registers of certificated personnel, agendas, and minutes of all Board meetings whether special or regular meetings.
- B. Representatives of the Association, the New Jersey Education Association, the Monmouth County Education Association, and the National Education Association shall be permitted to transact official Association business on all school property at all reasonable times during the day except when the property is not occupied as professional duties require, provided that this shall not interrupt nor interfere with normal school operations, nor the immediate obligations of the teacher so concerned.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that this shall not interrupt or interfere with normal school operations or the immediate obligation for the teachers. The Superintendent of Schools shall be notified in writing in advance of the time and place of all such meetings. His/her prior approval is required subject to Board policy.
- D. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge. Copies of all materials or reasonable facsimile of all materials to be posted on such bulletin boards shall be given to the Building Principal, but no approval shall be required.
- E. The Association shall have the right to reasonable use of the interschool mail facilities, electronic mail, and school mail boxes for Association materials as it deems it necessary

and without the approval of the Building Principal or other members of the Administration. Such material shall be identified as Association materials.

The Eatontown Board of Education shall be indemnified from any action, liability, judgments, or costs incurred, including any retroactive payment of postage, under provisions of this paragraph.

- F. Up to four (4) days professional leave per year will be granted to the Association President or his/her designee for the purpose of conducting Association business.
- G. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organizations.

**ARTICLE VI**

**SCHOOL CALENDAR**

- A. The Superintendent shall submit to the Teachers Association a proposed school calendar for comments prior to its adoption.
- B. The following days shall be declared legal public holidays:

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Lincoln's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

## ARTICLE VII

### TEACHER'S HOURS AND TEACHING LOADS

- A. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty sign-in roster. Teachers signing in late shall be required to indicate the time of arrival and initial same. Teachers shall indicate their departure at the end of the school day by placing a check mark in the appropriate column of this roster.
- B. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupil's' school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupil's' school day and when all duty obligations have been completed. On Fridays, the teachers' work day shall end at the close of the pupil's' school day or when all duty obligations have been completed.
- C. Teacher's shall have a daily duty-free lunch period in accordance with the State Board of Education Regulations. The lunch period shall be at least thirty (30) minutes in length.
- D. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period so long as said teachers sign out and sign in.
- E. No meetings, conferences, or interviews shall be scheduled with the teacher by the Administration during the duty-free lunch period except in an emergency.
- F. An Association representative may speak to the Association members at any meeting called by the Administration and held after the work day for at least ten (10) minutes on the request of the representative after the end of the meeting.
- G. When possible, the notice and the agenda for any meeting shall be given to the teacher

involved at least one school day prior to the meeting except in an emergency. Teachers shall have the right to suggest items for the agenda.

- H. The practice of using a regular teacher as a substitute, thereby depriving him/her of his/her preparation period or released time, is undesirable and shall be discouraged. In the event a teacher is required to cover a class and is deprived of one or more of five (5) guaranteed preparation periods per week; the teacher will receive \$15.00 per period.
- I. All teachers are to be provided with five (5) preparation periods per week, except in emergency situations.
- J. Meetings: Teachers shall attend ten (10) after school meetings per year. All other after school meetings attended by teachers shall be voluntary or paid pursuant to agreement.

**ARTICLE VIII**  
**SALARIES**

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

The formula for calculating the 12 month Walpack teaching assignment shall be changed to provide for a 10% salary differential over a 10 month teaching salary. Any 12 month Walpack teacher whose present salary exceeds the salary provided by the above formula shall receive half of the percentage increase received at maximum step salary until such time that the salary provided by the above formula exceeds their salary.

B. Teachers shall be provided with a statement of earnings and deductions made from those earnings, for each monthly salary payment.

C. Veterans will be granted years of service on an appropriate salary guide in accordance with Title 18-A: 29-11. No teacher will be placed on the salary guide higher than a teacher with the equal number of year's experience.

D. "Bachelor's Degree" shall mean a bachelor's degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes.

E. "Master's Degree or the Equivalent" shall mean a master's degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes or proof of the satisfactory completion of 30 additional semester hours in graduate courses beyond the course requirements for the bachelor's degree in any college or university, or colleges or universities, whose graduate courses for the master's degree are acceptable to the State Board of Examiners for certification purposes.

F. "Doctorate or 6<sup>th</sup> Year Level" shall mean a doctor's degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes or proof of 32 additional semester hours in graduate courses beyond the course requirements for the master's degree in any college or university, or colleges or universities, whose graduate courses for the doctor's degree are acceptable to the State Board of Examiners for certification purposes.

G. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Teachers employed on an eleven (11) month basis shall be paid in twenty-two (22) equal semi-monthly installments. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.

The Board agrees to provide an optional salary payment plan of 24 equal payments to those employees who so elect it. The appointed yearly salary shall be divided into 24 equal payments with no accumulation of interest. The payments for a given school year shall begin on September 15<sup>th</sup> and the 24<sup>th</sup> payment shall be made on August 30<sup>th</sup> of the following year.

## **ARTICLE IX**

### **MID-YEAR SALARY ADVANCEMENT**

Any member of the instructional staff who shall complete the requirements for a higher degree and who shall be able to produce evidence of such completion shall be advanced to his corresponding rank on the exiting teachers' salary guide at the degree salary indicated. It is the intent of this policy to recognize at mid-year the degree status of members of the instructional staff. Therefore, any member of the instructional staff who has been awarded a higher degree on or before January 31 of a given year will be adjusted to his or her proper position on the scale which corresponds to the higher degree, salary payments to become effective February 1<sup>st</sup> of said year.

**ARTICLE X**

**PAYMENT OF BEDSIDE OR TUTORING INSTRUCTORS**

Teachers appointed by the Board of Education to provide tutorial service shall be compensated at the rate contained in Schedule C.

## **ARTICLE XI**

### **TEACHER ASSIGNMENT**

- A. All teachers shall be given written notice of tentative changes in class and/or subject assignments or building assignments for the forthcoming year by June 1 when possible. Should a change be required after this date, written notice will be sent to the teacher at his/her home or file address by certified mail. The teacher so affected shall be given the opportunity to discuss the assignment with the building principal. The teacher so affected can further discuss the matter with the Superintendent.
- B. Teachers who use their automobile for authorized inter school and out of district travel shall be reimbursed for mileage in excess of his/her normal commute. Reimbursement shall be at the IRS rate effective as of December 31 of the preceding calendar year.
- C. Positions that are advertised outside the Eatontown School System shall also be posted in each school of the system at the same time.

**ARTICLE XII**

**VOLUNTARY TRANSFERS AND ASSIGNMENTS**

- A. On or about May 1, the Superintendent shall post in all school buildings a list of expected vacancies for the following school year.
  
- B. Teachers who desire a change in grades and/or subject assignment may file a written statement of such desire with the Superintendent through the Building Principal 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 XIII**

### **INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

Notice of an 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/her designee concerning such change. This provision is not intended to limit the flexibility of the Administration.

**ARTICLE XIV**

**PROMOTIONS**

- A. A notice of 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.
- B. Teachers who desire to apply for any such vacancies above shall submit their applications in writing to the Superintendent. When a vacancy described in notice is filled, the Superintendent may destroy all applications for said position.
- C. Appropriately certificated teachers who desire to apply for an administrative position which may be filled during summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which applying, and an address where they may be reached during the summer. The Superintendent shall attempt to notify such teachers by mail of any vacancy in a position for which they applied.

## ARTICLE XV

### TEACHER'S SICK LEAVE AND ABSENCES

The Eatontown Board of Education and the Eatontown Teachers Association are committed to providing educational instruction and services, while dedicated to reducing unnecessary professional staff absences.

In order to verify staff absences, documentation must be submitted to the administration by using the request leave form. Changes to this form cannot be contrary to Article XV, unless agreed upon by both parties.

The Superintendent may at his/her discretion, inquire and if appropriate request documentation to verify any absence for leave under this article.

#### A. Personal Illness

1. Teachers employed by the Board of Education of Eatontown Borough shall be allowed sick leave with full pay for ten (10) days in any school year in accordance with Chapter 188, P.L. 1954.
2. Personal illness is hereby defined as absence from his or 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 authorities on account of contagious disease or being quarantined for such a disease in his/her immediate household.
3. If any teacher shall be absent for five or more consecutive days, he/she shall be required to visit the school physician or his/her own physician for the purpose of obtaining a physical certification before returning to duty. Notwithstanding the foregoing, the Superintendent of Schools may, at his/her sole discretion, require a physical certification from any teacher after any absence, no matter what the length of time involved. A teacher who chooses to use his/her own physician for the purpose

of obtaining a physical certification shall do so at his/her own expense.

4. If any teacher shall utilize, in any school year, less than the ten days provided above, the remaining days shall be accumulative for additional sick leave with full pay in subsequent years beginning September 1, 1955.

B. Death in Family

Up to five (5) days of absence for each occurrence of a death of the following relatives, parent, child, spouse, brother, sister or other permanent members of the household family.

Up to three (3) days of absence for each occurrence of a death of the following relatives: mother-in-law, father-in-law, and teacher's or spouse's grandparents.

C. Illness in the Family

Three (3) days absence in one school year is allowed for illness in the immediate family defined in Paragraph B. This leave is non-cumulative.

D. Personal Business

1. Three (3) days absence in one school year are allowed for personal business, such as legal matters, death of people other than those of the immediate family as defined in Paragraph B. This leave is non-cumulative.

2. All requests must be in writing and approved by the Building Principal five (5) days prior to the day or days of absence. Personal business shall not be taken the day before or after a school holiday or a recess. In cases, as defined in Section B.1., personal business days before or after a school holiday or recess may be granted by the Superintendent at his/her discretion, providing documentation to support request and thirty (30) days notice. The Superintendent's decision shall not be grievable beyond the Superintendent's level of the grievance procedure and therefore not subject to the arbitration procedure in Article III.

3. Only in a case of emergency shall the Building Principal or Superintendent of Schools have the right to inquire as to the nature of any particular request for this type of leave from the teacher in question. The request may be defined by the Building Principal or Superintendent who shall state the reason therefore.
4. Unused personal business days may be accumulated as sick days, at the option of the teacher, in which case the teacher would not receive the personal day buy back at the end of the year.

E. Professional Leave

1. School and professional business leave will be submitted through the Building Principal and as authorized by the Superintendent.

F. Unauthorized Leave

Unauthorized leave shall be considered a breach of contract and could result in dismissal.

G. Extended Leaves of Absence

1. Parental Leave

- a. The Board of Education will grant an unpaid leave of absence for the disability phase of maternity to any regularly employed full-time teaching staff member in the school system pursuant to the terms and requirements of Board Policy #330 and the criteria set forth hereinafter.
- b. It is recognized that a teacher's maternity leave request involves both a disability and a child care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child care phase is that period of time selected by the teacher, in accordance with Section I(5), which follows the disability phase during which time the teacher voluntarily suspends her teaching career to care for the new born or adoptive child.
- c. Disability Phase: At the time of application the teacher shall specify in

writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth; accumulated sick leave may be utilized for the leave of absence during this phase. The teacher shall indicate on her application whether or not she elects to exercise this right.

d. Child Care Phase: At the time of application for the disability phase leave the teacher shall also indicate whether she is seeking a child care leave.

(1) A teacher requesting the leave must have at least three (3) full years of service in the Eatontown School District.

(2) Such leaves of absence may be for one-half or one full school year at the request of the teacher and the approval of the Board. Extensions will only be granted in extreme emergencies at the complete discretion of the Board of Education

(3) To avoid unnecessary interruptions in instruction, teachers granted a child care leave shall return either the first day of school in September or the first day in January, after the Christmas holidays, whichever is closer to the termination date of the child care leave.

2. Leaves Due to Ill Health, Injury, Surgery or Other Equally Grave Emergencies.

A teacher with this school system may be granted a leave of absence without pay for a maximum of one (1) school year on account of ill health, accidents, surgery or other equally grave emergencies; and/or for rest and recuperation pursuant to the terms of Board Policy # 330, and this contract.

3. Extensions of Other Authorized Leave

The Board of Education, on the recommendation of the Superintendent of Schools

and Building Principals may grant additional leave for the categories under paragraphs A, B, C, or E above under the following conditions:

- a. Wherever extended leave is granted, with pay, the teacher's pay will reduce by the cost to the Board of Education of the employment of a substitute or other teacher to fulfill his/her responsibilities.
- b. Leave for personal business as provided for in Article XV D.1 shall not be extended for any reason.
- c. Extended leave may be granted by the Board of Education as provided herein, upon recommendation of the Superintendent of Schools and the Building Principal, but shall be limited so that no more than five (5) days of extended leave shall be extended to a non-tenured teacher and no more than ten (1) days to a tenured teacher, subject of course, to the reduction of the cost for a substitute or replacement.
- d. The Board of Education may grant extended leave retroactively in special and extreme cases. The failure to obtain prior approval of extended leave may result in it being considered unauthorized leave as provided in Article XV F.
- e. Whenever the Board of Education shall in the exercise of its discretion grant extended leave to a teacher, his/her pay shall be reduced from his/her regular pay schedule as provided herein for the expense of a substitute or other replacement teacher and the cost of his/her absence. In those cases where unauthorized leave is taken or extended leave is taken without pay, the Board of Education shall have deducted 1/200th of his/her annual salary for each day of unauthorized extended leave.

H. Category of Leave

The Building Principal should determine and approve the category for leave in each case. If there is a conflict the matter will be brought to the attention of the Superintendent and finally to the Board.

**I. Leave of Absence - Miscellaneous Provisions**

1. A teacher applying for temporary or extended leave of absence for causes other than those stated in the rules and regulations above shall do so in writing to the Board of Education. Such cases will be decided individually on their merits at the discretion of the Board.
2. The Board agrees that one (1) teacher at a time designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in activities of the Association or its affiliates.
3. The Board of Education reserves the right to regulate the commencement and termination dates of any anticipated extended leave of absence in order to preserve educational continuity. To avoid unnecessary interruptions in instruction, to the extent feasible, any teacher granted an extended leave of absence shall return either the first day of school in September or the first day in January, after the winter recess, whichever is closer to the termination date of the extended leave. Such persons shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier.
4. Any physician's certificate required by this Article or Board Policy #330 is subject to agreement by the Board's physician based upon the teacher's medical records and

upon consultation with the teacher's physician. If after such analysis the Board of Education's physician and the teacher's physician are unable to agree then the two physicians shall agree in good faith on a third impartial physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the medical issue.

5. To be eligible for a salary increment and credit toward longevity payments, if any, and sabbaticals, a teacher must work at least 90 days in the school year(s) that the leave commences and terminates.
6. No benefits accrue to teachers who are on unpaid leaves of absence.

J. Family and Medical Leave

In the event that the Family and Medical Leave Act or the Family Leave Act provides a leave greater than that set forth in this Article, an employee shall be eligible for consideration for said leave. The benefits set forth in this Article shall be considered as being included in the benefits provided by the Family and Medical Leave Act and/or the Family Leave Act and not over and above the Family and Medical leave Act and/or the Family Leave Act.

## **ARTICLE XVI**

### **SABBATICAL LEAVE**

The Board agrees to grant up to one (1) Sabbatical Leave each year in accordance with the following:

1. The approval of a Sabbatical Leave is the sole prerogative of the Board.
2. The applicant must have seven (7) years of teaching experience in the Eatontown School District.
3. The Sabbatical must be for an approved graduate program and/or recipients of approved scholarships or fellowships. The Board shall have the right to inquire of the teacher or the institution involved written verification from time to time, concerning the teacher's status, progress and accomplishments while on Sabbatical Leave.
4. A teacher granted a Sabbatical Leave will receive one-half of his/her salary for the period of time a leave is granted together with all of the fringe benefits he/she would normally receive if he/she were teaching in the Eatontown School System at the time.
5. The Sabbatical Leave pay shall be based on the salary step the teacher would have earned had he/she remained on active duty. Those regular deductions as required by law will be withheld from this compensation.
6. Upon his return from Sabbatical Leave, a teacher will be required to remain with the Eatontown School System for a minimum of two full school years. He/she shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period.
7. Requests for Sabbatical Leave must be received in writing by the Superintendent

no later than January 1 and acted upon no later than April 15 of the year preceding the school year for which the Sabbatical is requested. The only exception to this provision shall be a recipient of an approved scholarship or fellowship who received notification of his/her award after the above deadline. Such a recipient shall receive consideration if the request for sabbatical leave is submitted in writing within ten (10) days of the notification of the award.

**ARTICLE XVII**

**SUBSTITUTES**

- A.       The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall notify the designated answering service as soon as possible to report unavailability for work. Every effort will be made to call the answering service by 6:30 a.m. prior to the opening of the school. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute.
- B.       The Board shall make every effort to provide substitutes.

**ARTICLE XVIII**

**MEDICAL INSURANCE PROTECTION**

- A. The Board shall provide the following health care insurance protection for all certificated employees covered by this Agreement. The Board shall make payment of full individual or full family insurance premiums as appropriate to provide insurance coverage for the full twelve month period for the following insurance at regular rate. New Jersey Health Benefits Program (Blue Cross/Blue Shield), Rider J and Major Medical Insurance, Dental Service Plan -Three Party Coverage with Orthodontic Option.
- B. The Board reserves the right to select any carrier providing benefits are satisfactory to the Teacher's Association.

## ARTICLE XIX

### PROFESSIONAL DEVELOPMENT

The Eatontown Board of Education recognizes that it shares with its professional staff the responsibility for upgrading the uplifting teacher knowledge and methodology. Professional development includes district and individual professional development experiences that relate to the New Jersey State Professional Development Standards and policies. Each teacher should fulfill the obligation for professional development in ways that best serve her/his own challenges, function, interests and needs.

Under the teacher evaluation regulations, the “individual professional improvement plan (PIP) is a written statement of actions developed by the supervisor and the teaching staff member to correct deficiencies or to continue professional growth...” (N.J.S.C. 6:3-4.3 (N)). The PIP is recognized as a living document. Teachers, in conjunction with their supervisor, shall have the right to modify plans, goals, and activities throughout the calendar year to meet the emerging needs of the teacher and district.

- A. Tenured teachers shall be reimbursed for approved courses up to maximum of twelve (12) credits per year. Reimbursement shall be at the “Rutgers – The State University” rate for each credit earned. Reimbursement is provided for teachers taking courses that improve the teacher’s job performance and/or fulfill the requirements for Professional Development hours.
- B. At no time shall the Board’s contribution exceed four hundred dollars (\$400.00) or the cost of three graduate credits, whichever is the lesser amount per participant per year for non-tenured teachers.
- C. Reimbursement is provided for fully certified taking courses that directly improve the teacher’s job performance in his/her present teaching position. Fully certified shall mean

holding a permanent or regular certificate in the field in which the teacher is teaching.

- D. Prior approval of the Eatontown Board of Education is required before taking each course. The only exception to this procedure shall be for courses or seminars approved by the Board of Education and authorized by the Superintendent of Schools. Teachers desiring reimbursement must present a bursar's receipt and grade reports as supportive documentation for courses taken to the Building Principal by June 30th. No reimbursement will be given for a course in which the teacher receives either an incomplete or a non-passing grade.
- E. Teachers shall receive reimbursement for courses within thirty (30) days after presenting evidence of successful completion of course work.
- F. Teachers shall receive remuneration for attending district provided workshops/in-service programs held at times other than during the normal school day. Remuneration for 4-hour summer and Saturday programs wholly funded by the district will be \$50.00. For programs funded by the district, the rate shall be \$10.00 per hour. For programs funded by other funding sources, such as grants remuneration rates will be based upon available funding from a minimum of \$10.00 per hour up to the Schedule B hourly rate without students.

## ARTICLE XX

### DEDUCTIONS

**A.** Deductions from each teacher's salary shall be in accordance with New Jersey Statutes for the following:

1. Mon-Oc Federal Credit Union
2. Tax Sheltered Annuities
3. Washington National Insurance
4. Pension and Annuity Funds and Loan Repayment
5. Contributory Insurance
6. Association Payroll Deduction

**B.** The Board shall deduct from the salaries of its teachers dues for the Eatontown Teachers Association, the Monmouth County Education Association, the New Jersey Education Association and the National Educational 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 its amendments 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 Eatontown Teachers Association by the 15<sup>th</sup> 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 with time sufficient for the effectuation of such changes.

**ARTICLE XXI**

**MISCELLANEOUS**

- A. The Board of Education and the Association shall carry out all the commitments contained herein.
- B. 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 current or future 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 be in full force and effect.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration shall be controlling.
- D. To the extent required by law, any changes or modifications in terms and conditions of employment will be made only through negotiations by the Board and the Association.
- E. The Eatontown Board of Education in the interest of providing an improved educational environment and continuity of classroom teaching is dedicated to reducing unnecessary classroom teacher absences. The Board of Education, therefore, agrees that any teacher who submits and is accepted for retirement under the TPAF Regulations, shall receive the following amounts for the years so stated in the Collection Bargaining Agreement:
- |              |         |
|--------------|---------|
| FY 2004-2005 | \$61.00 |
|--------------|---------|

F. Personal Leave Buy-Back - In order to provide an incentive to teachers not to excessively use personal days, the Board of Education agrees to reimburse teachers the following amounts for unused personal leave:

|              |         |
|--------------|---------|
| FY 2004-2005 | \$61.00 |
|--------------|---------|

**ARTICLE XXII**

**SUMMER SCHOOL**

- A. All provisions of this Agreement shall apply to teachers holding positions in the accredited summer school. Summer school salaries shall be in accordance with the Schedule C hourly rate with pupil supervision.
  
- B. Summer Walpack compensation shall be in accordance with Schedule C.

**ARTICLE XXIII**

**AGENCY SHOP**

- A. Upon written certification from the ETA, the Board agrees to deduct monies from the members of the bargaining unit who voluntarily reject ETA membership.
- B. The amount of such deductions shall be up to 85% of the ETA's unified dues or the maximum amount as may be determined by law.
- C. The ETA will certify to the Board prior to the start of each membership that the amount of the present representation fee to be assessed does not exceed 85 per cent of dues, fees and assessments and does not include any amount of dues, fees and assessments that are (1) expended for partisan, political, or ideological activities or causes that are only incidentally related to the terms and conditions of employment, or (2) applied towards the cost and benefits available only to members of the majority representative.
- D. The ETA shall indemnify and hold the Board harmless against any and all claims, demands, suits and 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 XXIV**

**MANAGEMENT RIGHTS**

**DURATION OF AGREEMENT**

This Agreement between the Eatontown Board of Education and the Eatontown Teachers' Association shall become effective July 1, 2004, and shall be continued in effect until June 30, 2005.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries.

**EATONTOWN TEACHERS ASSOCIATION**

By: \_\_\_\_\_  
PRESIDENT DATE

By: \_\_\_\_\_  
SECRETARY DATE

(Seal)

**EATONTOWN BOARD OF EDUCATION**

By: \_\_\_\_\_  
PRESIDENT DATE

By: \_\_\_\_\_  
SECRETARY DATE

(Seal)

# Schedule B

| <u>Activity</u>  | <u>2004-2005</u> |
|------------------|------------------|
| Boys Basketball  | \$3,457.00       |
| Girls Basketball | \$3,457.00       |
| Soccer           | \$2,821.00       |
| Boys Track       | \$2,821.00       |
| Girls Track      | \$2,821.00       |
| Asst Track       | \$1,410.00       |
| Softball         | \$2,821.00       |
| Asst Softball    | \$1,411.00       |
| Cross Country    | \$2,821.00       |
| Baseball         | \$2,821.00       |
| Asst Baseball    | \$1,411.00       |
| Cheerleading     | \$2,429.00       |
| Student Council  | \$1,731.00       |
| Safety Patrol    | \$1,268.00       |

**\$400.00 Longevity adjustment applicable only to in-district teaching staff members  
after 10 consecutive years**

# Schedule C

| <u>Hourly Rate</u>        | <u>2004-2005</u> |
|---------------------------|------------------|
| With Pupil Supervision    | \$32             |
| Without Pupil Supervision | \$31             |
| Overnight Walpack/D.C.    | \$176            |
| Article XXII              |                  |
| D,F                       | \$61             |
| Article XXII              |                  |
| B. Summer Walpack         | \$827            |