

AGREEMENT
BETWEEN
THE PITTSBORO EDUCATION ASSOCIATION
AND
THE BOARD OF EDUCATION OF PITTSBORO TOWNSHIP

July 1, 2004 - June 30, 2007

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ARTICLE 1
RECOGNITION

A. Unit

The Board of Education hereby recognizes the Association as the majority representative for collective negotiations as provided in NJSA 34: 13A-1 et seq. for full and part-time certificated, professional personnel including per diem substitutes employed for ninety-one (91) or more consecutive days in the same position effective on the 91st day, excluding only those persons who are required by the Board of Education to possess a supervisor's and/or principal's certificate and are responsible for the evaluation of personnel.

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

ARTICLE 2
NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJSA 34:1 3A- 1 et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin according to the dates established by the Public Employees Relations Commissions. Any agreement so negotiated shall apply to all teachers and be reduced to writing.

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

ARTICLE 3
GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a claim by a teacher(s) or the Association that there has been an administrative action adversely affecting a teacher or a violation of any of the provisions of this Agreement.

- B. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of its occurrence.

- C. 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.
- D. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

E. Purpose

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

- F.
 - 1.
 - a. Any teacher having a grievance shall set forth his/her grievance in writing, specifying the section of Agreement violated, the issue in dispute, the disposition desired, and other pertinent data required to process the grievance and shall transmit the grievance to the Principal.
 - b. The teacher or the principal may request a hearing which, if requested, shall be held within five (5) school days of the principal's receipt of the grievance.
 - c. The principal shall communicate his decision to the teacher in writing within five (5) school days of receipt of the written grievance or within five (5) school days after the hearing if a hearing is requested.
 - 2.
 - a. The teacher, within five (5) school days after receipt of the principal's decision, may appeal that decision to the Superintendent by submitting a copy of the written grievance as outlined in I. a. of this procedure along with the decision rendered by the principal.
 - b. The teacher or the Superintendent may request a hearing which, if requested, shall be held within five (5) school days of the Superintendent's receipt of the grievance.
 - c. The Superintendent shall communicate his decision to the teacher in writing within five (5) school days of receipt of the written grievance or within five (5) school days after the hearing, if a hearing is requested.
 - 3. If the teacher is dissatisfied with the disposition of his grievance by the Superintendent, the grievance may be transmitted to the Board within five (5) school days after the Superintendent has communicated his decision. The Board, within thirty (30) calendar days, shall hold a hearing with the teacher and

render a decision within ten (10) school days of the hearing. If the teacher is not satisfied with the disposition of his grievance by the Board, the teacher may within five (5) school days request in writing that the grievance be submitted to arbitration by the Association. If the Association elects to submit the grievance to arbitration, it shall do so within five (5) school days of receipt of the teacher's request and provide notification of the Association's decision concerning the teacher's request to the Superintendent.

4. Meetings and Hearings

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.

G. The following procedures shall be used to secure the services of an arbitrator:

1. A request shall be made to the PERC to submit a roster of persons qualified to function as an arbitrator in the dispute in question. Thereafter the parties shall be bound by the rules of the PERC.

H. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The recommendations of the arbitrator shall be final and binding. Only the Board, aggrieved, and his representatives shall be given copies of the arbitrator's report of the findings and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

I. Cost

1. Each party shall bear the total cost incurred by themselves.

2. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs shall be shared equally.

3. If time is lost by any teacher due to arbitration proceedings necessitating the retention of a substitute, the Board of Education shall pay only the cost of the substitute.

J. Rights of Employee to Representation

Any aggrieved person may be represented at all steps of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its view at all stages of the grievance procedure.

ARTICLE 4
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association, through its representative, any public information that is requested.
- B. The Association shall have the right to use school facilities for meetings during the hours that a custodian is on duty, provided the facility is not already scheduled for use. The request shall be submitted to the principal at least one day in advance if the meeting is to be held in a room, auditorium, cafeteria, etc.
- C. The Association shall have the right to use school facilities and equipment, including, but not limited to, typewriters, other duplication equipment, calculation machine, computers, printers, scanners, FAX and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use, with the approval of the principal and provided the Association pays for the cost of all supplies used and damage incurred through the Association's use.
- D. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teacher.
- E. Whenever any representative of the Association or any teacher(s) participates during working hours in negotiations or grievance procedures, he/she shall suffer no loss in pay nor shall he/she be required to use personal business days provided the Board of Education or its designated representatives and the Association mutually agree to the meeting and to the number of teachers as representatives.

ARTICLE 5
BOARD RIGHTS AND PRIVILEGES

- A. The Association recognizes the prerogative of the Board to operate and manage the district's affairs in all respects in accordance with the Laws and Constitution of New Jersey and the United States. The Board on its behalf hereby retains and reserves unto itself, without limitations, all powers, rights, authorities, duties, and responsibilities. The exercise of the powers, rights, authorities, duties and responsibilities, by the Board and the adoption of such rules, regulations, policies, and

other modes of management as it may deem necessary shall be limited only by the terms of this Agreement.

ARTICLE 6
SALARIES

- A. 1. The salaries of all teachers covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part thereof.
2. a. Teachers initially employed after July 1, 1986, who began on the first step of the BA column in their initial year, shall have ten (10) years of service to progress to the BA15 column. Failure to progress to the BA15 column by the conclusion of the tenth year of service shall require that, in the year following the tenth year of service, the teacher be placed on the BA column step representing ten (10) years of service (see Appendix A-1).
- b. Teachers initially employed after July 1, 1986, who, in their initial year, began on any other BA step than the first step up to the step representing five (5) years of service, shall have the following number of years of service set forth in the table below to progress to the BA15 column. Failure to progress to the BA15 column by the conclusion of the year of service shown in the table below shall require that, in the year following that year of service, the teacher be placed on the step representing ten (10) years of service (see Appendix A-1).

10 minus 1 year of credited service at the time of hire =
9 years to attain BA15

10 minus 2 years of credited service at the time of hire =
8 years to attain BA15

10 minus 3 years of credited service at the time of hire =
7 years to attain BA15

10 minus 4 years of credited service at the time of hire =
6 years to attain BA15

10 minus 5 years of credited service at the time of hire =
5 years to attain BA15

- c. Teachers initially employed after July 1, 1986, who, in their initial year, began on any step higher than the step representing the fifth year of service on the BA column, shall have five years of service from the year of initial placement to progress to the BA15 column. Failure to progress to the BA15 column by the conclusion of the fifth year of service shall result in the teacher staying on the BA step representing the number of years of service attained (see Appendix A-1). For example, a teacher comes to the District and is credited with eight (8) prior years of service on the guide. He/she has five (5) years from the initial date of hire to progress to the BA15 column. If he/she fails to do so, he/she shall, in the year immediately following the missed deadline, be placed on the step on the guide representing 13 years of service.
 - d. A teacher who fails to progress to the BA15 column under the timelines set above shall not proceed on the salary guide beyond the step placement in the year following the missed deadline until they progress to the BA15 column. Years of service credit lost by failure to meet the deadlines above shall not be restored when a teacher finally attains the BA15 column.
3. Horizontal advancement on the salary guide will be on the basis of graduate level courses only, except the Superintendent may approve the use of up to six (6) undergraduate or Pittsgrove inservice course credits toward horizontal advancement. Credits submitted prior to October 1 and approved will be credited for salary advancement retroactive to the beginning of the school year. Credits submitted and approved prior to March 1 will be retroactive to February 1 of the year submitted.
- a. In-service Credit may be substituted for up to six (6) of the undergraduate credits, if approved by the Superintendent. Fifteen (15) hours of in-service shall equal one (1) credit hour.
 - b. In-service Credit hours are defined as workshops arranged by the Assistant Superintendent and taught within the district. No credit shall be given for any hours that occur within the regular teachers' workday.
 - c. A teacher must earn a grade of "B" or better in the in-service course to have it count for pay scale advancement. Grades will be determined by the instructor as a result of evaluation of written work, such as assignments and projects; class participation; and a final assessment.
 - d. The In-service Credit workshops offered by the district must meet an identified need of the district and be approved in advance by the Superintendent and Board of Education.

- e. In-service Credit received can be used to determine BA15 and BA30 advancement and to meet contractual obligations in section A, but will not be recognized by a college toward a masters or transferred to other districts.
 - f. No In-service Credit workshops will be run by the Board of Education with less than twelve (12) teachers participating.
 - g. In-service Credit hours taken toward advancement or credit obligations, will not be reimbursed with an hourly stipend.
4. To be eligible for vertical salary guide progression a teacher must be paid for ninety-five (95) or more days per year.
 5. Credit may be given for full-time teaching experience in private and parochial schools or colleges and universities if the teacher was fully certified at the time of such experience.

B. Supplementary contract stipends listed in Appendices "B" and "C" will be paid as follows:

Fall Sports	October 15 and December 15
Winter Sports	December 15 and March 30
Spring Sports	March 30 and June 15
Non-seasonal Activities	December 15 and June 15

- C. 1. Full tuition cost at the rate charged at the college attended shall be paid for all graduate level courses approved in advance by the Superintendent with a grade of "B" or better, in the teacher's subject area or field. Teachers who have completed their certification requirements may receive tuition reimbursement for undergraduate level courses provided the course has been approved in advance by the Superintendent for reimbursement. Teachers will be allowed two (2) "C's" if matriculated for an advanced degree and one (1) "C" if in a certification program. Denial of tuition reimbursement for undergraduate level courses shall be grievable to the Board level only. A maximum of twelve (12) credits per year per teacher will be reimbursed if the maximum annual cost per teacher does not exceed twelve (12) times the per graduate credit rate charged by Rutgers - The State University. Teachers on sabbatical leave shall not be eligible to receive tuition reimbursement.
2. The Board's total annual expenditure, excluding the cost of tuition reimbursement to advance beyond the BA column as provided in Section A. of

this Article shall be limited to:

2004-2005	\$19,300
2005-2006	\$20,300
2006-2007	\$21,300

3. Tuition reimbursement will be made during the months of October, February, and July provided full verification of course completion is received prior to the first of the month. Requests for tuition reimbursement must be submitted within three (3) months of receipt of grade or transcripts or reimbursement will be forfeited.
4. Supervisory/Administrative coursework can be approved by administration for tuition reimbursement under the following conditions:
 - a. A maximum of three (3) credits per semester/six (6) credits per year may be approved, except during a year when the administrative internship is scheduled when this number may be exceeded.
 - b. A maximum of 30% from the Board of Education tuition reimbursement allotment, under Article 6, C. 2. may be used for supervisory/administrative courses.
 - c. Administration approval/disapproval of courses in this section is not subject to the grievance process, and this section supersedes any past practice.

D. Teachers with military service shall receive one (1) year credit for each year of service up to four (4) years.

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

F. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.

Direct deposit will be available to all members.

G. Each teacher shall receive his final pay on his/her last working day in June, subsequent to the completion of the student's school year, providing all professional obligations to the school system have been completed.

H. Placement on the salary scale for teachers new to the district may be limited to Step 4 regardless of experience or previous teaching experience.

I. Mileage Reimbursement

1. Teachers who use their personal automobile for school business shall be reimbursed for this travel at the rate established annually by the IRS. Members of the child study team shall submit mileage vouchers on a monthly basis, all other teachers shall submit mileage reimbursement vouchers in February and June.
2. Mileage reimbursement will be payable on March 31 and July 31 if all necessary paperwork is submitted by February 15 or June 15 (or last working day).

J. Tutoring/Home Instruction

1. During the term of this Agreement, teachers who perform home tutoring shall be compensated at the rate of \$29.00 per hour for 2004-2005; \$30.00 per hour for 2005-2006; \$31.00 per hour for 2006-2007 for all student contact time. Teachers who perform on-campus instruction/tutoring shall be compensated at the same rate as home tutoring.
2. The Federal rate of mileage reimbursement shall be paid when home instruction/tutoring takes place out of the Pittsgrove/Elmer district.

K. Game Workers and Managers

Game Workers and Game Managers shall be paid (per game) at the following rate:

Game Worker	2004-2005	\$41.00
	2005-2006	\$42.50
	2006-2007	\$44.00
Game Manager	2004-2005	\$46.50
	2005-2006	\$48.00
	2006-2007	\$49.50

Workers and managers shall be paid in the first pay period following the conclusion of the sport's season in which they worked.

L. Class Coverage

Each building is to establish a list of unit members who volunteer to provide coverage for classes during their non-duty times at the following rate of compensation.

2004-2005	\$21.00
2005-2006	\$21.75
2006-2007	\$22.50

M. Summer Scheduling/Curriculum Development

During the term of this Agreement, any teacher who does scheduling or curriculum work in the summer as advertised and approved by the Board of Education shall be compensated at the rate of:

2004-2005	\$18.50 per hour
2005-2006	\$19.00 per hour
2006-2007	\$19.50 per hour

ARTICLE 7
TEMPORARY LEAVE OF ABSENCE

A. At the beginning of the school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay for each school year.

1. A teacher shall be entitled to three (3) days non-accumulative leave of absence for personal, legal, business, household, or family matters which require absence during the school hours with full pay for each school year. Notification to the principal, in written form for personal leave shall be made five (5) days prior to taking such leave except in cases of extreme emergency for which a stated reason must be given and must be approved by the Superintendent.
 - a. Not more than seven and one-half (7-1/2%) percent of the teachers of any building shall be granted personal days on the same day. Should the building contain less than ten (10) teachers, it is understood the limit of teachers absence due to personal days, shall be one (1).
 - b. No personal days may be taken immediately preceding or immediately following a holiday or on an in-service day unless for a stated reason approved by the Superintendent or his designee.
 - c. No personal days may be taken after June 1st unless for a stated reason approved by the Superintendent or his designee.
 - d. Personal days will be taken as full days only.
2. Teachers shall be paid seventy-seven dollars and fifty cents (\$77.50) for each unused personal leave day defined in Section A. 1. above. Payment for unused personal leave days shall be made prior to June 30 of each school year. A teacher may elect to have his/her unused personal leave converted to accumulated sick leave in lieu of the payment described above. Written notice of the election shall be provided to the Business Office no later than June 1. In the absence of such notice, the payment will be made.

3. Death in the immediate family entitles a teacher up to a maximum of four (4) school days leave of absence per death without loss of pay. "Immediate Family" shall mean teacher's spouse, child, brother, sister, parent or surrogate parent, parent-in-law, former legal guardian, grandchild, and member of the teacher's immediate household. Two (2) days of paid leave shall be available for the death of a teacher's grandparent.
4. Teachers who achieve perfect attendance (no sick or personal/bereavement days used) will be compensated two hundred-fifty dollars (\$250.00) The two hundred-fifty dollars (\$250.00) will be paid by June 30th, of the school year.

B. Lateness

Teachers who arrive after the designated starting time or leave prior to the scheduled teachers departure time without the approval of the building principal, shall lose pay at the rate of fifteen (\$15) dollars per each quarter hour. After the fourth lateness, in a school year, teachers will be subject to progressive disciplinary procedures.

- C. Leaves taken pursuant to Section A. above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE 8
INSURANCE PROTECTION

- A. 1. The Board shall provide medical, surgical, out-patient, and Major Medical protection. The Board shall pay the full premium for each individual teacher and his/her dependents, when the teacher's dependents become eligible for cover per Section A. 3., where applicable if such individual teacher so elects to take advantage of said health plan.
- a. Employees hired on or after July 1, 2004, will be enrolled in the insurance carrier's POS plan. All current employees are grandfathered, in that they may elect to participate, in the Traditional healthcare plan, upon attaining tenure.
2. Pre-admission testing and continued stay review shall be mandatory.
 3. Employees will only be granted "single" medical insurance for the first three (3) years of employment in the district. Upon the acquisition of tenure, the employee may elect to enroll his/her dependents in the Horizon POS program at Board expense.
- B. The Board shall provide a dental insurance program including full-family coverage where appropriate. The dental insurance, or its equivalent shall be the plan in effect during the 2003-2004 school year.

- C. Teachers will become eligible for insurance benefits at the completion of their waiting period in accordance with the provisions of the master contract with each insurance carrier. Teachers initially employed prior to September 1st will be enrolled as of September 1st. Teachers initially employed after September 1st will have the following waiting period.

- Medical 60 days
 - Dental 60 days

- D. For each teacher who remains in employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31.
- E. Any current employee, who elects to move from the Traditional healthcare plan to the Point of Service healthcare plan, shall receive \$450.00 to be paid on June 30th, upon submission of completed voucher, for those eligible for family coverage. The amount paid for switching to POS, who are eligible for parent/child will be \$200, who are eligible for husband/wife will be \$100, and for those eligible for single benefits will be \$50. The employee must reimburse this money if he/she returns to the Traditional healthcare plan.

ARTICLE 9 TEACHER RIGHTS

The teacher has the responsibility of determining grades and other evaluations of students consistent with the grading policy of the school. Grades or evaluations may be changed by the principal only after consultation with the teacher, unless the teacher is out of town for an extended period. Written notification of the grade change, including the original grade and the changed grade, shall be submitted to the teacher with a copy to the teacher's personnel file. The teacher shall have the right to have a response placed in the teacher's file.

ARTICLE 10 TEACHER EVALUATION

- A. All professional staff members will be evaluated with respect to their performance of all duties assigned to them and all duties and responsibilities recognized as incumbent upon and/or expected of a professional staff member.
- B. Procedure
 - 1. Observation shall mean a visitation to an assigned work station by a certified supervisor for the purpose of formally collecting data on the performance of a teaching staff member's assigned duties and responsibilities.

2. Evaluation reports based on a classroom and/or office observation shall be limited to the performance observed in that classroom/office situation and may include references to grade book, plan book, and test file, or material related to the office or function for teachers not assigned to regular classrooms.
3.
 - a. Tenured and non-tenured teachers shall be evaluated in accordance with the requirements of the New Jersey Administrative Code 6:3-4.3 and 6:3-4.1, respectively.
 - b. Observations shall be conducted for a minimum duration of one (1) class period in a secondary school and in an elementary school for the duration of one (1) complete subject lesson.
 - c. Each teacher who is employed prior to September 30th of the school year shall be observed and evaluated at least one time prior to January 31st of each school year.
4. Within five (5) school days following a formal observation, a written report shall be given to the teacher. The teacher shall have the written report at least twenty-four (24) hours prior to a conference. The teacher shall be entitled to a conference with the evaluator within ten (10) school days following the classroom visitation. Where a deficiency is noted, suggestions for improvement will be listed.
5. Teachers shall be required to sign both upon receipt of the written evaluation report and at the conclusion of the conference. A teacher's signature on the evaluation report acknowledges receipt or that a conference was held. It does not indicate agreement with the contents of the report. No evaluation report shall be submitted to the central office, placed in a teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
6. Each faculty member has the right to submit a rebuttal to an evaluation without prejudice. Such rebuttal must be submitted within ten (10) school days following the conference unless an alternative method of dispute resolution is to be utilized. The administrator shall be advised in writing within the ten (10) school days if an alternate method of dispute resolution is to be utilized. Within ten (10) days of the conclusion of the alternate method of dispute resolution regarding the evaluation report, the teacher shall have the right to submit a rebuttal to report.
7. Where a deficiency has been noted in a teacher's evaluation that required more frequent observations a pre-conference, requested by either party (evaluatee/evaluator), must be held between one (1) and ten (10) school days prior to the next formal observation.

8. Teacher Advisement Forms will be followed by a conference at the request of either party in accordance with the guidelines above.
9. Other evaluations/observations will be written. The Board retains the right to use the Teacher Advisement Form for classroom/office observation of more or less than the duration specified above.

ARTICLE 11
COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding a teacher that are received by any member of the administration shall be brought to the attention of the teacher.

ARTICLE 12
SUPERVISION OF STUDENT TEACHERS

- A. Supervision by a teacher of a student teacher shall be voluntary. Prior to the placement of any student with a teacher, the teacher shall consent to accept a student teacher in writing.
- B. Each cooperating teacher shall be provided with release time with pay for attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university.
- C. A cooperating teacher shall not be given additional assignments outside of his regular responsibilities during the period he/she is supervising a student teacher.

ARTICLE 13
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A definition of the duties and responsibilities of all teachers pertaining to student behavior shall be reduced to writing by the Superintendent and presented to each teacher.

ARTICLE 14
SCHOOL CALENDAR

Prior to March 15th the Association will bring to the attention of the Board, through the Superintendent, any dates that it feels should be considered for inclusion in the school calendar.

ARTICLE 15
TEACHER-ADMINISTRATION LIAISON

- A. The Association President, the selected Administration Liaison of the Association, shall meet with the Administration whenever necessary during the school year to review and discuss current problems and the administration of the Agreement.
- B. The Administration shall give consideration to counsel given by teachers and shall inform the Board of Education of such counsel in presenting reports requiring Board action.

ARTICLE 16
DEDUCTION FROM SALARY

- A.
 - 1. The Board agrees to deduct from the salaries of its teachers dues for the Pittsgrove Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws 1967 (NJSA 52:14-15. 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Pittsgrove Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
 - 2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
 - 3. Discontinuance of such deductions shall be provided by law.
- B. The Board agrees to deduct, from teacher's salaries, money for NJEA approved income protection insurance, as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such insurance company. Discontinuance of such deductions shall be as provided by law.
- C. Representation Fee

1. The Association shall, on or before September 30, deliver to the Board a written statement containing the following:
 - a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
 - b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
 - c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall be eighty-five (85%) percent of the regular membership dues, fees and assessments.
 - d. A list of all teachers who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

2. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such non-members as defined in Subsection 1. d. above in accordance with Section 3. below of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

3. Payroll Deduction Schedule

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

- a. In November; or
 - b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
4. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of

all employees who began their employment in a bargaining unit position during the proceeding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

5. The Association hereby agrees to indemnify defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement provided the Board has fully complied with the requirements contained herein. In addition, the Board shall be required to make available any and all public records necessary for such defense.
- D. Each teacher may individually elect to have ten (10%) percent of his/her monthly salary deducted from his/her pay. These funds shall be paid to the teacher or his/her estate on the final pay day in June. Upon death of the employee or termination of employment, money so deducted will be paid on the final pay installment of the employee.
- E. Teachers will be permitted to authorize payroll deductions for contributions to a tax sheltered annuity plan(s) and the local teachers' federal credit union. The tax sheltered annuity plan(s) must be approved by the Board. The authorization for a payroll deduction either in a tax sheltered annuity plan or the local teachers' federal credit union must be submitted to the Board Secretary on or before the last workday of the month as specified below. The teachers shall specify the amount of the deduction (in dollars). Teachers may modify payroll deductions between September 15 to 30 and between January 15 to 30 only. The amount of the deduction will not be subject to change at any other time except in emergency situations. The Business Administrator's decision is not grievable in emergency situations.
- F. Payments to credit unions and annuity plans will be mailed within three (3) business days of the payroll date.

ARTICLE 17 SICK LEAVE

- A. As of September 1, all teachers employed in the Pittsgrove Township Schools, shall be entitled to ten (10) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit. Teachers employed after September 1st shall be granted one (1) sick leave day per month of employment. All sick leave days shall be credited on the first day of employment whether or not the teacher reports to work on that day.
- B. Teachers shall be given a written accounting of accumulated sick leave days no later than October 30 of each school year.

- C. In order to better plan for teacher hiring, there shall be a payment for early notice of retirement. For a retirement occurring at the close of business on June 30 of any year, written notice of his/her intention to retire provided to the Board prior to January of that year will result in payment of \$1,000 in the month following the retirement. For retirements occurring on any date other than a June 30th, written notice of his/her intention to retire at least one (1) year prior to the official date of the retirement will result in a payment of \$1,000 in the month following the retirement. To be eligible for such sum the individual teacher must have consistently been employed in the Pittsgrove Township Schools for the ten (10) years immediately preceding retirement and shall have accumulated unused sick leave days of no less than fifty (50).
- D. 1. Upon Retirement and Collection of Pension Benefits, the Board of Education shall pay a retirement payment which shall be computed by multiplying one-half (1/2) of the total number of unused sick days accumulated by the teacher, times the daily salary of a substitute teacher.
2. Teachers with twenty-five (25) years of pensionable service shall have the retirement payment computed by multiplying four-fifths (4/5) of the total number of unused sick days times the salary of a substitute teacher.
- E. Maternity Leave

Maternity leave shall be treated as provided for by applicable laws and statutes.

ARTICLE 18
TEACHING HOURS AND TEACHING LOAD AND WORK YEAR

A. Teacher Day

1. Check-In Procedure

Teachers shall indicate their presence for duty by placing their initials, as normally signed, in the appropriate column on the faculty sign-in roster. In addition, teachers who are late will state the reason and time in the block.

2. Length of Day

Teachers shall be required to report for duty no later than fifteen (15) minutes before the beginning of the pupils' instructional school day, and shall be permitted to leave no earlier than fifteen (15) minutes after the close of the pupils' instructional day, except those teachers who are on duty, as currently practiced. Teachers may be required to remain in school until the regular

teacher departure time on early dismissal days except the day before Thanksgiving, the last school day before Christmas, the last student day in June, closing due to an emergency, or evening parent conference days. The next to last student day in June will be a half day for students.

3. The amount of time a teacher may be assigned to a duty before or after the school day cannot cause the total length of the teacher's day to exceed the contractual length of time of the teacher day by more than ten (10) minutes. This time limitation does not apply to meetings, conferences, etc.
4. The length of the in-school workday for teachers at the elementary and secondary levels shall be as currently practiced. Effective July 1, 2002, the length of the in-school workday for teachers at Olivet, the Middle School and the High School shall be seven (7) hours, one (1) minute. The length of the in-school workday for teachers at the Norma School shall be as per practice in the 2001-2002 school year.
5. If a breakfast program for students is mandated by state or federal statute in any building, the staff will be required to come in five (5) minutes earlier, thereby adding five (5) minutes to the length of the day. The length of the in-school workday for teachers at the Norma School shall be as practiced in the 2003-2004 school year. If the mandate(s) cease to exist, the starting time shall revert back to the 2003-2004 time for that building, as shown in Article 18, A.5.

B. Lunch Periods

1. Teachers shall have a duty-free lunch period of at least the same length of time as the students in their respective schools.
2. Teachers may leave the building during their lunch period after clearance through the school office. Clearance shall mean the teachers shall place initials, as normally signed, on a sign-in/sign-out sheet indicating departure and return by this method.

C. Meetings

1. Faculty

Teachers shall be required to remain at school, at the end of regular workday without additional compensation for the purpose of attending faculty meetings called by the administration.

2. Building principals shall avoid the practice of conducting meetings after the regular school workday on days when faculty attendance at school is not required the following day.

3. The principal shall give the teachers advance notice when requesting faculty meetings if possible.
4. Any teacher who is required by the Administration or Board of Education to teach a workshop beyond the workday shall be compensated at the teacher's rate of pay. Any teacher who is required by the Administration or Board of Education to attend a workshop beyond the workday shall be compensated at the rate of \$29 per hour. Teacher attendance at courses for which salary guide movement can be attained, such as District technology courses, shall not also be eligible for the per hour payment.

5. Evening Meetings

Teachers are required to attend Back-to-School Night ~ open house at their respective schools unless the teacher is absent, on authorized leave that day, or has been excused by the principal at least one week in advance. Teachers may be required to attend up to three (3) evening meetings per school year. These evening meetings may include one or more back-to-school nights. Teachers shall be notified at least thirty (30) days in advance of any required evening meetings. When evening meetings are scheduled on an individual teacher or small group of teachers basis the teacher(s)' personal schedule will be considered.

D. Preparation Time Effective July 1, 2002

1. Middle and junior/senior high school teachers shall have preparation time of one (1) period per day.
2. Each teacher at Olivet shall receive a preparation period each full day of 40 minutes.
 - a. There will be no making up of special classes lost due to holidays, emergency closing or other unplanned shortened days. When the guidance counselor's classes are not held due to a short week, the additional classes that the counselor schedules to maintain the continuity of the program will not be considered additional prep time and the classroom teacher will remain with the class.
 - b. If the guidance counselor or nurse is absent without a substitute or dealing with an emergency (approved by the principal), the students will remain with their teacher for that day and the special/prep time will be made up on the next available day.
 - c. Special area, special education, and basic skills teachers shall receive the same prep time as regular classroom teachers. However, it may be

necessary, in some classes to schedule a split prep time to insure the integrity of the regular instruction program. No split prep shall be less than 20 continuous minutes.

3. Prep time for teachers at the Norma School shall continue as per practice.
 4. The class coverage rate is set forth in Article 6, L.
 5. Middle and junior/senior high school teachers not assigned regular classroom duties will be afforded break time during the school day, not to exceed one-half (1/2) period per day upon notification of their immediate supervisor. When assigned to teaching responsibilities for a marking period contractual preparation time shall apply.
 6. On scheduled minimum length school days the periods scheduled shall be adjusted so that preparation time for classroom teachers is alternated between the morning and afternoon schedules.
- E.**
1. The in-school work year for teachers shall not exceed 180 days of pupil instruction and five (5) in-service days.
 2. Teachers who are in their first year of work in the District, shall be scheduled to work an additional two (2) days during the ten day period before existing teachers are required to report to work for the school year.

ARTICLE 19 VOLUNTARY TRANSFERS AND REASSIGNMENTS

All vacancies shall be publicized in accordance with the following procedures:

A. Date of Posting

When school is in session, a notice shall be posted in each school as far in advance as practicable. A copy of said notice shall be given to the Association. Teachers who desire to apply for such vacancies shall submit their application in writing to the Superintendent within the time limit specified in the notice.

B. During the summer period when school is not in regular session, the Superintendent shall notify the Association of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practical.

C. All qualified teachers shall be given adequate opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the professional background

and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board.

ARTICLE 20
SABBATICAL LEAVE

- A. A sabbatical leave shall be granted to a teacher on tenure who has completed seven (7) or more years of service in the district by the Board for bona fide study toward a master or doctorate degree for reasons of value to the school system.
- B. Sabbatical leave shall be granted to no more than ten percent (10%) of the staff in any one year.
- C. Request for sabbatical leave must be received by the Superintendent in writing no later than January 1, and action must be taken on all such requests no later than February 1 of the school year preceding the school year in which the sabbatical leave is requested.
- D. A sabbatical leave shall be for a full school year and the teacher shall be paid by the Board at fifty (50%) percent of the salary rate which he would have received if he had remained on active duty if said leave is for study, less the regular deduction for U.S. Federal Income Tax, Social Security, N.J. State Income Tax, and for New Jersey Teachers' Pension Fund as computed for all present entrants employed in the State. Salary shall be paid in accordance with the general time schedule for payment of salaries in the Pittsgrove Township Schools.
- E. Upon returning from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of absence.
- F. As a condition of being granted leave, the teacher shall enter into a contract upon terms to be mutually agreed upon to continue in the service of the Board for a period of not less than two (2) years after expiration of the leave of absence. If the teacher fails to continue in service after such leave of absence, such teacher shall repay to the Board a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two subsequent years of service bear to the full two years, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board from this obligation.
- G. The period of sabbatical leave shall count as regular service for the purpose of retirement planning, and contributions by the teacher to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired.
- H. Should the program of study being pursued by a teacher on sabbatical leave be interrupted by a serious accident or illness during such leave (established by evidence

satisfactory to the Board) this fact shall not constitute a breach of the conditions of such leave nor prejudice the teacher against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Board was notified of such accident or illness by certified letter within ten (10) days of its occurrence.

If the Superintendent is convinced that the teacher on sabbatical leave is not fulfilling the purpose for which the leave was granted, he shall report this fact to the Board and the Board may terminate the leave of absence as of the date of its abuse giving the teacher an opportunity to be heard.

- J. If the teacher on sabbatical leave of absence shall ascertain that she is pregnant, she shall immediately report this fact to the Board and shall be transferred from sabbatical to maternity leave as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave.
- K. At the expiration of sabbatical leave, the certificated employee shall be reinstated in the position held by such employee at the time such leave was granted, unless he or she shall agree otherwise, provided conditions do not arise which, in the judgment of the Board, indicate the desirability of changing such employee's location and type of work.

ARTICLE 21 PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Association shall assist the Administration when requested in arranging for in-service courses, workshops, conferences, and programs designed to improve the quality of instruction.

ARTICLE 22 PROTECTION OF TEACHERS AND PROPERTY

A. Unsafe and Hazardous Conditions

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being as determined by the building administrator whose determination shall be subject to the grievance procedure.

In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Administration and the Board immediately to develop mutually acceptable programs to guarantee the safety of students, teachers, and property.

B. Reasonable Force

A teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense, and for the protection of persons or property.

C. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.

D. Assault

1. Legal Assistance

The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.

2. Leave

When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits less any disability payment for up to one (1) calendar year but shall not forfeit any sick leave or personal leave.

3. Reimbursement for Personal Property Damage

The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment.

4. Medical

The Board shall reimburse a teacher for the cost of medical, surgical, or hospital service incurred as the result of any injury sustained in the course of his employment, over and above that which is provided for by his hospitalization policy coverage for up to a period of one (1) calendar year.

E. Reporting Assaults

1. Principal or Immediate Superior

Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate superior.

2. Principal

Such notification shall be immediately forwarded to the principal who shall comply with any reasonable request from the teacher for the information in the possession of the principal relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police or the courts.

ARTICLE 23
MISCELLANEOUS PROVISIONS

- A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the terms of this Agreement.
- B. Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with this Agreement.
- C. Sufficient copies of this Agreement shall be provided as soon as practical after the Agreement has been signed. The cost of printing in the least expensive manner possible shall be shared equally by the Board and the Association.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by registered or certified letter at the following addresses:
 - 1. If by Association to Board of Education:
Pittsgrove Township Schools
1076 Almond Road
Pittsgrove, N.J. 08318
 - 2. If by Board to Association:
Pittsgrove Education Association
P.O. Box 2
Elmer, N.J. 08318
- E. The Board and Association agree that individual teacher's contracts for the school year should be issued on or before the date established by the commissioner or legislature of the particular year, and shall be required to be returned to the Board not later than thirty days after the teacher receives the individual teacher contract for the particular year.

- F. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, deprived of any professional advantage, or given any adverse evaluation of his 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.

- G. 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.

ARTICLE 24
DURATION OF AGREEMENT

- A. This agreement shall be in effect until from July 1, 2004 through June 30, 2007.
- B. IN WITNESS WHEREOF the Association has caused this Agreement to be signed by its president and secretary, and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all of this _____ day of _____, 2004.

PITTSGROVE TOWNSHIP
BOARD OF EDUCATION

PITTSGROVE EDUCATION
ASSOCIATION

President

President

Secretary

Vice President

APPENDIX A
PART TIME EMPLOYEES

All part-time employees will be paid on a prorated basis of the minutes worked over the total teaching day. Prep time will also be apportioned on the same prorated basis. The teacher day at Norma School will not exceed six (6) hours and forty (40) minutes or four hundred (400) minutes and for the Olivet/middle/high school seven (7) hours and one (1) minutes or four hundred twenty-one (421) minutes. For teachers in all schools, the length of the teacher day will be five (5) minutes longer, when the district is operating a mandated breakfast program, as in Article 18.A.5.

Example: 3 Instructional/Duty Periods at High School

Passing Time	9
3-46 Minute Periods	138
1-23 Minutes Periods	23
15 Minutes Before	15
15 Minutes After	<u>15</u>
	200 Minutes - <u>200 Minutes</u>
	421 Minutes

APPENDIX A-1
2004-2005 SALARY GUIDE

Any teacher, who was on Step 21 the prior year of employment, shall receive, as longevity, payment of \$600.00 added to his/her negotiated salary. This additional payment shall be considered as part of the salary guide in future negotiations.

APPENDIX A-2
2005-2006 SALARY GUIDE

Any teacher, who was on Step 21 the prior year of employment, shall receive, as longevity, payment of \$600.00 added to his/her negotiated salary. This additional payment shall be considered as part of the salary guide in future negotiations.

APPENDIX A-3
2006-2007 SALARY GUIDE

Any teacher, who was on Step 21 the prior year of employment, shall receive, as longevity, payment of \$600.00 added to his/her negotiated salary. This additional payment shall be considered as part of the salary guide in future negotiations.