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Contract no. 348

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LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

OCT 2 1985

TUTGERS UNIVERSITY

AGREEMENT

between

OCEANPORT EDUCATION ASSOCIATION

and

BOARD OF EDUCATION, BOROUGH OF OCEANPORT

(Employer)

MONMOUTH COUNTY, NEW JERSEY

X July 1, 1985 June 30, 1986

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PREAMBLE

This Agreement, entered into this sixteenth day of November, 1988 by and between the Board of Education of Oceanport, the Borough of Oceanport, New Jersey, hereinafter called the "Board" and the Oceanport Education Association, hereinafter called "The Association".

ARTICLE I

RECOGNITION

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

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

but excluding:

"Building principals, bus drivers, cafeteria personnel,
custodians, director of special services/learning
disabilities teacher consultant, home tutors, supple-
mentary tutors, psychologist, social worker, noontime
supervisors, secretaries, administrative assistants
and all other supervisory personnel.

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

ARTICLE II

NEGOTIATION PROCEDURE

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

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

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

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

B. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
 - (b) 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 be fully determined.
2. Any teacher who has a grievance shall discuss it first with his principal in an attempt to resolve the matter informally at that level. The Association shall have the right to grieve in the same manner as an individual.

3. If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he shall set forth his grievance in writing to the principal specifying:
 - (a) the nature of the grievance
 - (b) the nature and extent of the injury, loss or inconvenience
 - (c) the results of previous discussions
 - (d) his dissatisfaction with decisions previously rendered

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

4. The teacher, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the teacher and the principal.
5. If the grievance is not resolved to the teacher's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a Committee thereof, shall review the grievance and shall hold a hearing with the teacher and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.
6. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the grievant wishes review by a third party he shall notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision, except in the case of grievance involving any of the following points:

- (a) Any matter for which a method of review is prescribed either by law or by any rule or regulation of the State Commissioner of Education.
 - (b) A complaint of a non-tenure teacher which arises by reason of his not being re-employed. See Article XV.
 - (c) A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
7. (a) The following procedure will be used to secure the services of an arbitrator:
- (1) A request will be made to PERC to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC to submit a second roster of names.
 - (3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.
- (b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
- (c) Rights of teachers to representation.
- (1) Any grievant may be represented by a third party at all stages of the grievance procedure.

- (2) When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the principal or any higher level, be notified that the grievance is in process, have the right to be present and state its views at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the principal's and/or Superintendent's written decision made in response to a written grievance shall be given to the Association immediately.
- (3) No reprisals shall be taken by the Board or its Administration against any employee because he utilizes the grievance procedure.
- (d) The parties shall be responsible for all costs incurred by each; only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

ARTICLE IV

TEACHER RIGHTS

- A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board 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 New Jersey Public Laws 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 hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.
- B. Nothing herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey Law and regulations.
- C. Whenever a teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- E. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

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

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

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

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

5. Non-student Contact Time.

(a) Non-student contact time is defined as any time for which an employee has not been assigned to be with students. Non-student contact time will be used for such activities as: (1) correcting papers, (2) preparing lesson plans, (3) preparing bulletin boards and other displays, (4) previewing audio-visual aids, (5) professional reading, (6) preparation of report cards, (7) preparation of reports, (8) conference with parents, administrators, and other personnel, (9) duplicating or securing materials for class use, and (10) other such activities as can be directly related to the welfare of the students or the functioning of the school or development of the individual as a teacher and person.

6. In the event there are no substitutes, the Superintendent or Principal may assign a teacher instructional duties during any or all of the non-student contact time and the teacher shall be compensated at the rate of \$13.38 per classroom period for the school year 1988-89, and \$14.61 per classroom period for the school year 1989-90. No additional compensation shall be granted for instructional duties assigned during the non-student time in excess of the 200 minutes. (See Paragraph 4, Page 12)

7. Any teacher who is required to work beyond the regular in-school work year on curriculum revision or in-service workshops shall be compensated at the rate of \$19.06 per hour for 1988-89 and \$20.82 per hour for 1989-90.

- B. Teachers may leave the building during their scheduled duty-free lunch periods by notifying the building principal and by designating in the appropriate sign-out book.
- C. Teacher participation in extra-curricular activities shall be compensated according to the rate of pay in Schedule B. Any certified employee may volunteer for activities; however, the Superintendent shall assign a certified employee to any activity for which there were no volunteers.
- D. Teacher participation in field trips which extend beyond the teacher's in-school work day, and overnight or weekend trips, shall be voluntary.
- E. Teachers shall not require students to assist in formally evaluating a fellow pupil's academic work.

- F. Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings. Such meetings shall run for no more than forty (40) minutes. The notice of any meeting shall be given to the teachers at least two (2) days prior to the meeting except in case of an emergency or if the meeting is held on the first school day of the week.
- G. Teachers shall not be required to supervise school banking.
- H. All additional duties as herein provided shall be on a rotational basis, whenever possible, and said rotational schedule shall be posted.
- I. The Board of Education agrees to the best of its ability to create and maintain class size as recommended by the New Jersey State Department of Education.
- J. All full-time teachers shall participate in three (3) evening parent-teacher conferences per year as scheduled by the Superintendent of Schools. The duration of these conferences shall not be longer than two and one-half hours. These conferences shall be limited to no more than two (2) in any one week. Part-time teachers participation in parent-teacher conferences shall be identical to full time teachers with the sole exception that their duration of participation shall be pro-rated based on the fractional part of a week each works.

ARTICLE VII

TEACHER EMPLOYMENT

- A. The Board agrees to hire only certificated teachers holding proper certificates issued by the New Jersey State Board of Examiners.
- B.
 - 1. Credit for military service may be granted up to four (4) years.
 - 2. Full credit may be granted for previous public school teaching experience under and with proper certification.
- C.
 - 1. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the current school year in accordance with sub-paragraph 2 below.
 - 2. Credit up to the maximum step of any salary level on the Teacher Salary Schedule may be given for previous outside teaching experience, in a duly accredited school upon initial employment in accordance with the provisions of the Salary Guide. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship may be given upon initial employment.
- D. Teachers with previous teaching experience in the Oceanport School District shall upon returning to the system receive full credit on a salary schedule for all outside teaching experience, military experience, or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teacher Corps work and time spent on a Fulbright Scholarship up to the maximum set forth in Paragraph C above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall upon returning to the system be restored to the next position on the salary schedule above that at which they left.
- E. Non-tenure teachers shall be notified of the Board of Education's intent of employment for the ensuing year no later than the first Monday after the April public meeting of the Board of Education.
- F. All currently employed and those teachers subsequently employed shall be compensated at the rates listed in Schedule A attached hereto and made a part hereof.

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

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

1. Satisfactory recommendations by the administrators.
 2. Teachers making an effort to improve their teaching techniques and professional growth. Such improvement may be, but not limited to, attendance at and contributions to, in-service training programs, teacher conventions (at own expense), school sponsored workshops, taking formal graduate and undergraduate courses, and local faculty meetings.
- H. Teachers attaining an advanced degree shall be placed on the appropriate salary step as provided in Schedule A, upon receipt by the Board of Education of transcripts and diplomas attesting to the satisfactory completion of requirements. Notice of intent for a teacher to qualify under this paragraph shall be filed in writing with the Superintendent of Schools no later than October 1 and/or February 1 of the school year preceding the issuance of the teaching contract.
- I. Former Sea Bright teachers may add the teaching experience accumulated for working in the Sea Bright School District to the teaching experience accumulated in the Oceanport School District for the purpose of attaining the SM steps on the salary guide. The only Sea Bright teaching experience that may be used is that obtained for work in the Sea Bright School District.
- J. Credits above the Bachelor or Masters degree level must be certified graduate credits to qualify for this salary level in Schedule A.
- K. Upon retirement, teachers shall be paid \$10 per day for each day of unused sick leave, to a maximum of \$2,000.00.

ARTICLE VIII

TRANSFERS AND REASSIGNMENTS

- A. Vacancies in teaching positions known to the school administration shall be posted in each building's general office within seven (7) school days.
- B. Any currently employed teacher may file a written request to be considered as a candidate for any posted vacancy. Determination of change of position, job assignment and for requested transfer shall be as noted in this Agreement.
- C. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement not later than February 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.
- D. In the determination of requests for voluntary reassignment and/or transfer for a vacant position, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

ARTICLE IX

TEACHER EVALUATION

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

ARTICLE X

LEAVES AND ABSENCES

A. Teacher absences and/or leaves shall be as follows:

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

Any personal leave days beyond these noted above in sub-paragraphs 1 and 2 shall be considered unexcused. The employee shall have 1/200th of his salary deducted for each excused absence.

Personal days shall not be granted for the day prior to, nor for the day following, a day or period when the school is closed for a Board approved holiday or recess.

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

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

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

5. Military Leave - Military leave will be granted without pay to all employees upon proper presentation of military orders. Job protection will be provided.
6. Extended Leave of Absence - Full-time employees applying for an extended leave of absence shall apply for such in a written statement with reasons stated. Each request shall be decided on its own merits at the discretion of the Board of Education and shall be without pay.
7. Definitions
 - a. Personal illness is hereby defined as absence from his or her duty because of personal disability due to illness or injury or because he or she has been excluded from school by the school district's medical authority because of contagious disease or being quarantined for such a disease in his or her immediate household.
 - b. An attending physician's certificate may be required for any and all sick leave claimed by Board of Education employees under subparagraph 1 of this Article.
8. Professional Days - Teachers will be allowed to visit other school districts and attend in-service training conferences outside the district when the visit or attendance will benefit the teacher in his or her area of teaching. Plans for a professional day (not limited to one) shall be made through the building principal to the Superintendent for his approval.

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

ARTICLE XI

PROFESSIONAL COURSES

- A. Teachers shall be reimbursed for actual cost per semester hour of credit not to exceed the cost per semester hour of credit charged by the State Colleges of New Jersey. The cost to be based on the cost when the credits were earned.
- B. Upon written prior approval of the Superintendent, the Board of Education will reimburse any regularly employed teacher at the rate stated in A above for each semester hour of credit taken beyond those credits required for a degree. Reimbursement for undergraduate level courses shall be given if the course is relevant to the teacher's position and written prior approval is given by the Superintendent.

No reimbursement shall be given for per semester hours of credit required for permanent certification in any area.

- C. To receive reimbursement the teacher requesting same must submit a resume of the course(s) taken and an official transcript from the college or university attended. All final grades must be passing grades as stipulated by the standards of the institution attended.

Transcripts may be submitted at any time for reimbursement. However, all transcripts must be submitted within one (1) year from date of completion of course(s) to be honored for reimbursement.

ARTICLE XII

INSURANCE PROTECTION

- A. The Board of Education shall pay the premium in effect on June 30, 1988 and the subsequent increases for the duration of the Agreement for each teacher, and in cases where appropriate, for family plan coverage under the plan known as the employee health insurance program underwritten by Traveler's Insurance Company and Garden State Hospitalization Plan. This includes basic hospitalization, major-medical and medical-surgical.
- B. The Board of Education shall pay the premium in effect on June 30, 1988 and the subsequent increases for the duration of the Agreement for each teacher (employee only) under the plan known as the employee dental plan, without orthodonture, underwritten by Traveler's Insurance Company.
- C. The above payments shall apply to whatever coverage an employee chooses and shall not restrict the employee's right to change coverage, as appropriate, in accordance with established rules.
- D. The insurance coverage given above is for a two-year period and is renegotiable at the end of this period.

ARTICLE XIII

INSTRUCTIONAL COUNCIL

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

ARTICLE XIV

PROMOTIONS

- A. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility. All vacancies in promotional positions, including specialists and/or special projects teachers and positions in programs funded by the federal government shall be adequately publicized including the qualifications for the position, its duties, and the rate of compensation by the Superintendent in accordance with the following procedure:
1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such a date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.
 2. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administrative office, in each school, and a copy of said notice shall be given to the Association. No vacancy in a promotional position shall be filled other than in accordance with this procedure.

B. Extra-curricular positions covered under Schedule B are not subject to this Article.

ARTICLE XV

FAIR DISMISSAL PROCEDURE

- A. 1. Any non-tenure teacher who receives a notice of non-employment may within five (5) school days thereafter, in writing, request reasons for such non-employment from the Superintendent which statement shall be given orally to the teacher within five (5) school days after receipt of such request.
2. Any non-tenure teacher who has received such notice of non-employment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for hearing is received in the office of the Secretary of the Board within five (5) school days after receipt by the teacher of the statement of reasons.
3. See Article III, Paragraph B, sub-paragraph 6, section "b".

ARTICLE XVI

REPRESENTATION FEE

A. Purpose of Fee

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

B. Amount of Fee

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

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year (during the month of June) the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year.

The Board will deduct from the salaries of such employees, (in accordance with paragraph 3 below), the representation fee and will transmit the amount so deducted to the Association.

2. Demand and Return System

The Association must establish a demand and return system before any representation fees are deducted. The Association shall submit non-union professional employees, who will be assessed representation fees, that this system has been established and that it provides the non-union members with the means to appeal the amount of the representation fee assessed against him/her. Also that it will provide the non-union members with a full and fair hearing and that the union has the burden of proof in justifying the amount of the fee. Non-union members who are dissatisfied with the outcome of their appeal at the local level may appeal further to the Tripartite State Board.

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. Deductions will begin with the first paycheck paid in the month following the month in which the list was received. This timing will apply to all circumstances involving the collection of representation fees.

4. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will take the same action for non-union members that is required for union members.

5. Mechanics

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

6. Changes

The Association will notify the Board in writing, of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made in accordance with paragraph 3 above.

7. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who were placed on the payroll in a bargaining unit position during the preceding 30-day period. This list will include names, job titles and dates of employment for all such employees. Representation fees, pro-rated to reflect the period of employment of the new employee, shall be deducted in accordance with the instructions in paragraph 3 above. New employees shall have a 3-month grace period to determine whether they wish to join the Association.

D. Indemnification and Save Harmless Provision

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

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be reproduced at the expense of the Board of Education after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed and hereafter employed.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following addresses:
 - 1. If by Association to the Board, at Wolf Hill School.
 - 2. If by the Board to the President of the Association, at the appropriate school.
- C. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of twenty-five (25) cents per mile for all driving done between arrival at the first location at the beginning of their work day, provided, however, that if the distance from the teacher's house to his first location or from the teacher's last location to his home is greater than the distance between the teacher's home and his base school, he shall be reimbursed for the difference at the rate of twenty-five (25) cents per mile.

ARTICLE XVIII

SCHOOL WORK YEAR

- A. The in-school work year for teachers employed on a ten (10) month basis shall not exceed the total number of days when pupils are in attendance plus two (2)-- one (1) day prior to the official opening of school and one (1) day after the official closing. The in-school work year for teachers shall consist of one hundred eighty-seven (187) days. This number is a maximum.

ARTICLE XIX

DURATION OF AGREEMENT

- A. This Agreement, as amended November 16, 1988, shall be effective retroactive to July 1, 1988 and shall continue in effect until June 30, 1990, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- B. IN WITNESS THEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

OCEANPORT EDUCATION ASSOCIATION

OCEANPORT BOARD OF EDUCATION

By: Donald Brubaker
President

By: Maria Gatta
President

By: Nadine W. Jeffrey
Secretary

By: Janet P. Sanson
Secretary

SCHEDULE A

1988-89 SALARY GUIDE

<u>STEPS</u>	<u>BA</u>	<u>BA+15 (+250)</u>	<u>BA+30 (+250)</u>	<u>MA (+300)</u>	<u>MA+15 (+250)</u>	<u>MA+30 (+250)</u>	<u>YEARS EXP.</u>
1	22,500	22,750	23,000	23,300	23,550	23,800	1
2	23,000	23,250	23,500	23,800	24,050	24,300	2
3	23,700	23,950	24,200	24,500	24,750	25,000	3-8
4	23,900	24,150	24,400	24,700	24,950	25,200	9-11
5	24,500	24,750	25,000	25,300	25,550	25,800	12
6	25,600	25,850	26,100	26,400	26,650	26,900	13
7	26,700	26,950	27,200	27,500	27,750	28,000	14
8	27,800	28,050	28,300	28,600	28,850	29,100	15
9	28,900	29,150	29,400	29,700	29,950	30,200	16
10	30,025	30,275	30,525	30,825	31,075	31,325	17
11	31,125	31,375	31,625	31,925	32,175	32,425	18
12	32,325	32,575	32,825	33,125	33,375	33,625	19
13	34,575	34,825	35,075	35,375	35,625	35,875	20
14	37,330	37,580	37,830	38,130	38,380	38,630	20+

SCHEDULE A

1989-90 SALARY GUIDE

<u>STEPS</u>	<u>BA</u>	<u>BA+15 (+250)</u>	<u>BA+30 (+250)</u>	<u>MA (+300)</u>	<u>MA+15 (+250)</u>	<u>MA+30 (+250)</u>	<u>YEARS EXP.</u>
1	23,000	23,250	23,500	23,800	24,050	24,300	1
2	24,000	24,250	24,500	24,800	25,050	25,300	2
3	25,000	25,250	25,500	25,800	26,050	26,300	3
4	25,900	26,150	26,400	26,700	26,950	27,200	4-9
5	26,230	26,480	26,730	27,030	27,280	27,530	10-12
6	26,875	27,125	27,375	27,675	27,925	28,175	13
7	28,100	28,350	28,600	28,900	29,150	29,400	14
8	29,300	29,550	29,800	30,100	30,350	30,600	15
9	30,500	30,750	31,000	31,300	31,550	31,800	16
10	31,700	31,950	32,200	32,500	32,750	33,000	17
11	32,900	33,150	33,400	33,700	33,950	34,200	18
12	34,075	34,325	34,575	34,875	35,125	35,375	19
13	36,100	36,350	36,600	36,900	37,150	37,400	20
14	39,950	40,200	40,450	40,750	41,000	41,250	20+

SCHEDULE B

1988-89 AND 1989-90 EXTRA-CURRICULAR COMPENSATION

	<u>1988-89</u>	<u>1989-90</u>
Interscholastic Soccer	\$1,190.00	\$1,300.00
Interscholastic Field Hockey	\$1,190.00	\$1,300.00
Interscholastic Basketball	\$1,410.00	\$1,540.00
Cheerleading	\$ 850.00	\$1,000.00
Yearbook	\$ 525.00	\$ 575.00
Washington (overnight)*	\$ 195.00	\$ 210.00
Walpack (overnight)*	\$ 195.00	\$ 210.00
A.V.A. Coordinator	\$ 845.00	\$ 860.00
Dance Chaperones	\$ 20.00 per night	\$ 25.00 per night
Intramurals	\$ 13.38 per period	\$ 14.61 per period

Services by teachers rendered in connection with evening concerts and the band which services are rendered after the pupil school day shall be at the rate of \$19.06 in 1988-89 and \$20.82 in 1989-90 per hour.

*Teachers requested to perform this duty on weekends or on a non-scheduled school day shall be compensated at the rate of 1/200th of the teacher's annual wages for each such day assigned, in addition to above stated compensation.