

4-0257

13-51

# CONTRACT

between

Tinton Falls Education Association

and

Tinton Falls Schools  
Board of Education

1973-1975

INDEX

|                |  |    |
|----------------|--|----|
| Preamble       |  | 1  |
| Article I      | - Recognition  | 1  |
| Article II     | - Negotiation of Successor Agreement                   | 1  |
| Article III    | - Grievance Procedure                                  | 3  |
| Article IV     | - Teacher Rights                                       | 6  |
| Article V      | - Association Rights and Privileges                    | 7  |
| Article VI     | - Teacher Work Year                                    | 8  |
| Article VII    | - Teaching Hours and Teaching Load                     | 9  |
| Article VIII   | - Teacher Student Ratio                                | 10 |
| Article IX     | - Specialists  | 11 |
| Article X      | - Nonteaching Duties                                   | 12 |
| Article XI     | - Teacher Employment                                   | 13 |
| Article XII    | - Salaries   | 13 |
| Article XIII   | - Teacher Assignment                                   | 15 |
| Article XIV    | - Voluntary Transfers and Reassignments                | 15 |
| Article XV     | - Involuntary Transfers and Reassignments              | 16 |
| Article XVI    | - Promotions   | 17 |
| Article XVII   | - Home Instruction                                     | 18 |
| Article XVIII  | - Teacher Evaluation                                   | 18 |
| Article XIX    | - Fair Dismissal Procedure                             | 20 |
| Article XX     | - Complaint Procedure                                  | 21 |
| Article XXI    | - Teacher Facilities                                   | 21 |
| Article XXII   | - Deduction from Salary                                | 22 |
| Article XXIII  | - Instructional Materials                              | 22 |
| Article XXIV   | - Sick Leave   | 22 |
| Article XXV    | - Temporary Leaves of Absence                          | 23 |
| Article XXVI   | - Extended Leaves of Absence                           | 24 |
| Article XXVII  | - Sabbatical Leaves                                    | 26 |
| Article XXVIII | - Professional Development and Educational Improvement | 27 |
| Article XXIX   | - Supervision of Student Teachers                      | 27 |
| Article XXX    | - Protection of Teachers, Students and Property        | 29 |
| Article XXXI   | - Maintenance of Classroom Control and Discipline      | 32 |
| Article XXXII  | - Insurance Protection                                 | 33 |
| Article XXXIII | - Miscellaneous Provisions                             | 34 |
| Article XXXIV  | - Duration of Agreement                                | 35 |
|                | Schedule A   | 36 |
|                | Schedule B   | 37 |

PREAMBLE

This Agreement entered into this 29 th. day of August, 1973, by and between the Board of Education of the Tinton Falls Schools, the Borough of New Shrewsbury, New Jersey, hereinafter called the "Board", and The Tinton Falls Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

A. UNIT

1. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all teaching personnel whether under contract or on leave, employed or to be employed by the Board with the exception of substitutes.

2. The Board recognizes and is concerned with the job security of the teachers, it would never reduce the number of teachers from the previous year in positions defined in the unit represented by the Association for the duration of this agreement (except under circumstances which give the Board no viable alternative.) There is no reduction now contemplated (but the final decision must be at the discretion of the Board.)

B. DEFINITION OF TEACHER

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

C. DURATION

This recognition shall continue in effect until a successor representative for collective negotiation shall have been selected and designated pursuant to law or unless sooner terminated according to law.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers employment provided the Association continues as the majority representative during the next succeeding academic year, and in

further negotiations either party may use a professional negotiator to act on its behalf if it so desires.

2. Subject to the foregoing, no later than November 1, 1973, the parties shall exchange proposals for new rules or modifications of existing rules. No later than, but if possible earlier than, November 15, 1973, the parties shall commence collective negotiation sessions. If either party believes that successful resolution of all differences cannot be achieved, then and in that event either party shall have available to them the procedures set forth in Chapter 303, Laws of 1968, pertaining to mediation, and if that does not succeed, then fact-finding or such other methods which are now or may hereafter be available by statute or applicable regulation of the Public Employment Relations Commission.

3. All terms and conditions of employment as established by this Agreement on the effective date of this Agreement to the teachers designated in Article I - Recognition, shall continue to be so applicable during the terms of this Agreement except as the same may be modified or changed as provided by statutes applicable hereto and more particularly Chapter 303 of Laws of 1968. Nothing contained herein, unless expressly so provided, shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefits existing prior to the effective date of this Agreement.

4. The Board agrees not to negotiate concerning the terms and conditions of employment of the aforementioned teachers other than with the Association, during the terms of this Agreement, except as provided by N.J.S.A. 34:13A-5.3. This Agreement shall not be construed as precluding the parties hereto from mutually amending this Agreement in writing. This Agreement incorporates the entire understanding of the parties as to negotiations between them for the life of the Agreement.

B. MODIFICATION

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 III

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. A grievance shall mean a complaint by a teacher or the Association that there has been a personal loss or inequity because of a violation, misinterpretation or misapplication of policy, agreement or administrative decision to him or them provided it does not involve the retention of a nontenure teacher except as herein provided in Article XIX.

2. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days of its occurrence, within the knowledge of the aggrieved, but under no circumstances will a grievance be processed if six (6) months have elapsed since its actual occurrence.

3. The purpose of this procedure is to secure, at the least possible level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

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

#### B. PROCEDURE

# 1. Any teacher (or group of teachers) who has a grievance shall discuss it first with the immediate supervisor involved in an attempt to resolve the matter informally (except in a case affecting the Association.) In the case of an Association grievance, the Association shall present the grievance at the appropriate level where the grievance occurred or at which the protested decision was made. Presentation of a grievance at the Board level under such circumstances shall be processed through the office of the Superintendent (or designee) as the Board's representative.

2. 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 the following:

a. The nature of the grievance and the injury, loss, or inequity suffered,

b. The results of previous discussion,

c. His dissatisfaction with decisions previously rendered.

Upon receipt of the grievance, the principal will send a copy of the grievance to the office of the Superintendent who will forward a copy to the Association. Upon receipt of the grievance, the Association may elect to have a representative or representatives present at all grievance meetings. The principal will communicate his decision to the teacher, (the Association) or its representative and the Superintendent of Schools, in writing, within three (3) school days of receipt of the written grievance.

3. The employee 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) calendar days. The Superintendent shall communicate his decision, in writing, to the employee, the principal and the Association.

4. If the grievance is not resolved to the grievant's satisfaction, he 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. The Board, or committee thereof, shall review the grievance. If the Board is in agreement with the Superintendent, a hearing by the Board may be waived. The Board shall hold a hearing with the grievant(s) and a decision shall be rendered, in writing, within twenty (20) calendar days of receipt of the grievance by the Board, or the date of the hearing, (whichever comes sooner.)

5. If the Association determines that the grievance is meritorious and does not involve the nonrenewal of a nontenure teacher's contract, except as provided for in ARTICLE XIX, Fair Dismissal Procedure, it may submit the grievance to arbitration within fifteen (15) school days after the receipt of the request by the aggrieved. A request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall then be bound by the rules of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association and shall hold hearings promptly. The Arbitrator shall decide all issues of arbitrability arising out of this Agreement. He shall be requested to issue his decision not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings, reasoning and conclusions on the issues submitted. The arbitrator shall be without power to make any decision which required the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be binding upon the Board and the Association. The costs for the services of the arbitrator shall be shared equally by the Board and the Association, and any other expenses incurred shall be paid by the party incurring same.

6. At no point prior to an official hearing or meeting of the Board shall any teacher or his representatives discuss with members of the Board, or any one of them, the subject of the employee's grievance or matters relating thereto.

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

8. The teachers, administrators and/or the Board may have representatives or witnesses of their choice in attendance at all levels of the grievance procedure.

9. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

10. If the conditions or terms of this Agreement are considered violated, the Board shall also have the right to submit the alleged violations to binding arbitration in accordance with paragraph 5 of this section.

11. No reprisals of any kind shall be taken by the Board or any member of the administration against any part in interest, any representative, any member of the Association or its committees, or any other participant in the grievance procedure by reason of such participation. Also, no reprisals of any kind shall be taken by a teacher or the Association against any party in interest, any representative, any member of the Board or its committees, or any other participant in the grievance procedure by reason of such participation.

12. During the pendency of any hearing the grievant shall continue to perform his assigned duties.

C. RIGHTS OF TEACHERS TO REPRESENTATION

Any aggrieved person may be represented at all stages 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 views at all stages of the grievance procedure.

D. MISCELLANEOUS

Group Grievance. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at the second level.

## ARTICLE IV

### TEACHER RIGHTS

#### A. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 303, Public Laws 1968, 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 and other concerted activities for mutual aid and protection not otherwise restricted by this Agreement. 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 Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

#### B. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any teacher or the Board such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere under the law.

#### C. JUST CAUSE PROVISION

No teacher shall be disciplined, reprimanded in writing, reduced in rank or compensation, or deprived of any professional advantage, or given an 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.

#### D. REQUIRED MEETINGS OR HEARINGS

Whenever any teacher is required to appear before the superintendent or his designee together with any other person, Board or any committee, member, representative or agent 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 prior 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. Any suspension of a teacher pending charges shall be with pay.

#### E. EVALUATION OF STUDENTS

The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading



policies of the Tinton Falls Schools District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without approval of the teacher.

F. CRITICISM OF TEACHERS

Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

G. ASSOCIATION IDENTIFICATION

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. INFORMATION

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the educational program and the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations after certification by the County Superintendent, agendas and minutes of all Board meetings, individual and group teacher health insurance premiums and experience figures, and names and addresses of all teachers.

B. RELEASED TIME FOR MEETINGS

Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences, or meetings mutually established by the parties, he shall suffer no loss in pay.

C. USE OF SCHOOL BUILDINGS

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 not be unreasonably withheld.

D. USE OF SCHOOL EQUIPMENT

The Association shall have the right to use school facilities and equipment designated for teacher use; including typewriters, mimeographing

machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

E. BULLETIN BOARDS

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in each room shall be designated by the Association.

F. MAIL FACILITIES AND MAIL BOXES

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.

G. RELEASED TIME FOR FACULTY REPRESENTATIVE

When circumstances so require, the superintendent at his discretion may provide released time to the representative designated by the Association for activity related to the enforcement of this Agreement, it being understood that such activity should normally be carried on after school hours. Said time to be in addition to regularly scheduled preparation time and lunch period as provided in this Agreement.

H. SUBCONTRACTING

The Board shall enter into no contract which will result in instruction being provided, or supervision, by any person or persons, organization, group or company other than properly certificated persons directly employed by the Board.

I. EXCLUSIVE RIGHTS

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, and to no other organizations.

ARTICLE VI

TEACHER WORK YEAR

A. IN-SCHOOL WORK YEAR

1. Ten (10) month personnel. The in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed

one hundred eighty-three (183) days including one day of orientation. An additional day will be added if faculty and administration agree on a workshop day.

2. Inclement weather. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

B. SCHOOL CALENDAR

1. The school calendar will be developed by the administration after consultation with the Association. Every reasonable effort will be made to satisfy the Association's suggestions regarding calendar. Final decision will be with the Board.

2. The school calendar for each year shall be set forth in Schedule D. Any changes in the school calendar after adoption by the Board shall be made only after agreement between the Association and the Board.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

A. TEACHER DAY

1. Length of the day. The in-school workday for teachers shall be six hours and thirty minutes which shall include fifteen (15) minutes for teachers prior to student arrival and fifteen (15) minutes after student dismissal. This shall also include a duty free lunch as is presently provided, however, in no case shall it be less than thirty (30) minutes.

2. Extra pay for extra service. Any teacher who is required to work beyond the regular teacher in-school work year as defined in ARTICLE VI, or beyond his total in-school workday as defined, shall be compensated at one twelve-hundredth (1/1200) of his annual contract per hour.

B. LUNCH PERIODS

Teachers may leave the building during their scheduled duty-free lunch periods upon notifying the office.

C. MEETINGS

1. Faculty and other. Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than ten (10) minutes after the student dismissal time. The administration shall strive to limit the number of meetings to two per month and not more than sixty (60) minutes in length.

2. Prior to holidays and weekends. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or

other day upon which teacher attendance is not required at school except in emergencies.

3. Notice and agenda. The notice of and tentative agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

D. PREPARATION TIME

The Board recognizing the need for preparation time shall make every effort to provide classroom teachers daily preparation time of at least one period during which they shall not be assigned to any other duties.

E. EXTRACURRICULAR ACTIVITIES

1. Approved activities. The Board and the Association agree that the extracurricular activities listed in Schedule B are educationally worthwhile.

2. Salary. Teacher participation in extracurricular activities which extend beyond the regularly scheduled in-school day shall be voluntary, and shall be compensated according to the rate of pay and/or released time in Schedule B.

F. FIELD TRIPS

Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them. Written permission for field trips shall be obtained from the superintendent to guarantee insurance coverage as a school sponsored activity.

ARTICLE VIII

TEACHER STUDENT RATIO

A. MAXIMUMS

The Board recognizes that the optimum number of students/teacher is approximately as stated below. The Board shall also make every effort to achieve said optimum figure but the final decision with respect to the maximum number of students shall fall within the discretion of the Board.

1. Elementary levels. The maximum number of pupils per teacher shall be as stated below.

|              |    |
|--------------|----|
| Kindergarten | 20 |
| First Grade  | 22 |
| Second Grade | 22 |
| Third Grade  | 22 |

|               |    |
|---------------|----|
| Fourth Grade  | 22 |
| Fifth Grade   | 22 |
| Sixth Grade   | 22 |
| Seventh Grade | 22 |
| Eighth Grade  | 22 |

2. Special Education. The maximum number of pupils per teacher shall be as stated below.

|                         |    |
|-------------------------|----|
| Educable                | 15 |
| Neurologically Impaired | 8  |
| Perceptually Impaired   | 12 |

## ARTICLE IX

### SPECIALISTS

#### A. MINIMUMS

The Board recognizes that the optimum number of students/teacher is approximately as stated below. The Board shall also make every effort to achieve said optimum figure but the final decision with respect to the maximum number of students shall fall within the discretion of the Board.

##### 1. Elementary level

|  |  |
|--|--|
| (3) Art teachers                                 | Not less than 1 for every 600 students |
| (2) Instrumental music teachers                  | Not less than 1 for every 600 students |
| (3) Vocal music teachers                         | Not less than 1 for every 600 students |
| (1) Foreign Language teachers                    | Not less than 1 for every 600 students |
| (4) Physical education teachers                  | Not less than 1 for every 300 students |
| (6) Reading specialist (tutors)                  | Not less than 1 for every 300 students |
| (2) Instructional media specialists (librarians) | Not less than 1 for every 600 students |

##### 2. Special services

|                                    |   |
|------------------------------------|---|
| (2/3) Speech therapist             | Not less than 1 for every 1500 students |
| (1) Learning disability specialist | Not less than 1 for every 1500 students |
| (3/5) Psychologist                 | Not less than 1 for every 1500 students |
| (1) Social worker                  | Not less than 1 for every 1500 students |

#### B. SUBSTITUTES

1. Certification. Positions which are vacant because teachers are temporarily absent shall be filled by teachers who hold a standard certificate issued by the New Jersey State Board of Examiners or teachers who have a major or are specially trained in the subject to which they are assigned. However, this shall not apply to any substitute who is now on the list.

2. List. The Board agrees at all times to maintain an adequate list of substitute teachers who shall be provided with appropriate orientation and training by the administration to help them instruct the classes they cover.

3. Coverage. The Board shall provide substitutes for all personnel in all departments, including special teachers and nurses.

## ARTICLE X

### NONTEACHING DUTIES

#### A. INTENT

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

#### B. APPLICATION

The Board shall strive to use personnel other than teachers to perform nonteaching duties. All nonteaching assignments shall be equally distributed to all building based teachers including special teachers.

1. Noneducational activities. Activities which have no educational objective shall be barred from the classroom. There shall be no collection of funds from students for:

a. Activities in which all pupils are expected to participate which should be legitimately financed by the Board.

b. Other activities of such a desirable educational nature that they should be legitimately financed by the Board.

c. Activities and charitable purposes not appropriate or directly related to the age and interests of the pupils.

d. Activities and charitable purposes beyond the ability to pay of the least able pupil in the class.

#### 2. Transporting students.

a. Teachers shall not be required to drive students. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate supervisor. He shall be compensated at the rate of twelve cents (12¢) per mile for the use of his own automobile.

b. "Whenever any civil action has been brought against any person holding office, position or employment under the jurisdiction of any Board of Education of the State of New Jersey for any act or omission arising out of and in the course of performing his duties of such office, position or employment, the Board of Education shall defray all costs

of defending such action including reasonable counsel fees and expenses together with the costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board of Education may arrange for and maintain appropriate insurance to cover all such damages, losses, and expenses." The Board's non-ownership policy provides such coverage.

## ARTICLE XI

### TEACHER EMPLOYMENT

#### A. CERTIFICATION

1. Standard certificates. The Board agrees to hire only fully certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment. If the Board is unable to find a teacher with a standard certificate, it shall notify the Association of the problem in an attempt to find an acceptable person. However, the Board retains its right to fill the vacancy.

#### B. NON-CERTIFICATED PERSONNEL

The duties of non-certificated personnel shall be confined solely and exclusively to such duties as would assist certificated professional personnel in the performance of their respective duties.

#### C. PLACEMENT ON SALARY SCHEDULE

1. Adjustment to salary schedule. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1973-74 school year. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

#### D. PREVIOUS SICK LEAVE ACCUMULATION.

Previously accumulated unused leave days shall be restored to all teachers returning to the district.

#### E. NOTIFICATION OF CONTRACT AND SALARY

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15.

## ARTICLE XII

### SALARIES

#### A. SALARY SCHEDULE

The salary of each teacher covered by this Agreement is set forth in

Schedule "A" which is attached hereto and made a part hereof.

B. PROCEDURE FOR WITHHOLDING EMPLOYMENT OR ADJUSTMENT INCREMENTS

The Board has the right to withhold the employment or adjustment increments in whole or in part for just cause related to the performance of duties and only in accordance with the following:

1. That the procedures be adhered to as outlined in ARTICLE XVIII, "Teacher Evaluation".

2. The immediate superior and/or the principal shall not forward any recommendation to withhold a teacher's increment or a part thereof through the superintendent to the Board unless at least ninety (90) calendar days prior thereto, and in no case later than April 15 of the preceding school year in which such action would take effect, the principal has given to the teacher against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same.

3. Once a recommendation is forwarded to the teacher and the Board, the teacher may within ten (10) school days file a grievance commencing at the Superintendent level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth heretofore in ARTICLE III of this Agreement.

4. Any action by the Board to withhold an increment or any part thereof shall be subject to appeal to arbitration as set forth in ARTICLE III of this Agreement. The arbitrator shall have the authority to restore all or part of the increment withheld retroactively.

5. If an individual has an employment increment or adjustment increment or part thereof withheld under this provision, he shall be placed on his proper step on the salary guide the following year unless for cause the procedures set forth in this provision are followed once again, in which case the increment or increments previously withheld and any additional increments which may be due may be withheld in whole, or in part.

C. METHOD OF PAYMENT

1. Twelve (12) month. Each teacher employed shall have the option of being paid in twenty-four (24) semi-monthly installments.

2. Ten (10) month. Each teacher employed shall have the option of being paid in twenty (20) equal semi-monthly installments.

3. Summer pay plan. Each teacher may individually elect to have ten percent (10%) of his monthly salary deducted from his pay.

4. Exceptions. When a pay day falls on or during a school holiday,



vacation or weekend, teachers shall receive their pay checks on the last previous working day unless an emergency exists.

5. Final pay. Each teacher shall receive his final pay on his last working day in June provided his duties and obligations have been fulfilled.

## ARTICLE XIII

### TEACHER ASSIGNMENT

#### A. NOTIFICATION

1. Date for presently employed teachers. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than August 1, 1973 except in the case of an emergency. A list of said schedules and assignments shall be simultaneously sent to the Association.

2. Revisions. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after August 1, 1973, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent or his representative and the teacher affected and at his option a representative of the Association.

#### B. TRAVELING TEACHERS

1. Schedules. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as possible.

2. Expenses. 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 twelve (12¢) cents per mile for all driving done between arrival at the first location at the beginning of their workday, provided, however, that if the distance from the teacher's home 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 twelve (12¢) cents per mile.

## ARTICLE XIV

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

#### A. NOTIFICATION OF VACANCIES

1. Date. As soon as he is aware of them, the Superintendent shall

deliver to the Association and post in all school buildings a list of the known vacancies.

2. Filing requests. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. 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. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1 unless the position is posted later.

B. CRITERIA FOR ASSIGNMENT

In the determination of requests for voluntary reassignment and/or transfer, 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. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If a teacher's request for transfer has been denied, a renewed or subsequent request made in the following school year shall be granted under the conditions described above, unless there is no available position to which the teacher can be transferred or an adequate replacement for the teacher cannot be obtained.

ARTICLE XV

INVOLUNTARY TRANSFERS & REASSIGNMENTS

A. USE OF VOLUNTARY REQUESTS.

No vacancy shall be filled by means of involuntary transfer or reassignment if there is an equally qualified volunteer available to fill said position.

B. NOTICE

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency not later than May 15.

C. CRITERIA

When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the district, length of service in the particular school building, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

D. MEETING AND APPEAL

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the superintendent shall meet with him again and the teacher may, at his option, have an Association representative present at such meeting.

E. PRIORITY IN REASSIGNMENT

A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred. All such teachers shall be given adequate time off for the purpose of visiting schools at which open positions exist. Teachers being involuntarily transferred or reassigned from their present position shall have preference over those seeking voluntary transfer or reassignment in regard to choice among those positions which are vacant unless it conflicts with the instructional needs of that school. A teacher being involuntarily transferred or reassigned shall be placed only in an equivalent position -- i.e., one which, among other things, does not involve reduction in rank or in total compensation. This paragraph shall not apply to any positions listed in Schedule B.

ARTICLE XVI

PROMOTIONS

A. PROMOTIONAL POSITIONS

All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Superintendent.

B. CRITERIA FOR NOTICE

The qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth. All positions shall be posted in each faculty room and a copy submitted to the Association president. All applicants shall have ten (10) days from the date of posting to submit applications.

C. OPTION

All qualified teachers shall be given adequate opportunity to make application and no position should be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, consideration shall be given to qualified teachers already employed by the Board.

## ARTICLE XVII

### HOME INSTRUCTION

#### A. SALARY

The Board will pay \$8.00 per hour for home instruction, this rate to include the cost of mileage. Primary consideration shall be given to the student's classroom teacher.

#### B. ADDITIONAL FUNDS

Materials and supplies necessary in carrying out the home instructional program shall be supplied by the Board.

## ARTICLE XVIII

### TEACHER EVALUATION

#### A. NONTENURE TEACHERS

1. Frequency. Nontenure teachers shall be evaluated by their immediate supervisors at least two (2) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Such evaluation in each instance shall consist of at least two (2) in-classroom observations of at least thirty (30) minutes, each occurring on separate days.

2. Review. Violations of or disagreements over any of the provisions of this ARTICLE in cases involving nonrenewal of contract or termination of employment of nontenure teachers shall be subject to review under the Fair Dismissal Procedure established in ARTICLE XIX of this Agreement (if applicable) and shall be considered grounds for reinstatement without loss of pay or any other benefit provided by this Agreement.

#### B. GENERAL CRITERIA

1. Open evaluation. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Evaluation by certificated supervisors. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

3. Copies of evaluation. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it unless parties mutually agreed to meet sooner. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher.

4. Standardized tests. Results of standardized tests used for evaluating students shall not be used to evaluate teacher performance.

C. EVALUATION PROCEDURE

1. Reports. Evaluation reports shall be presented to each teacher by his immediate superior in accordance with the following procedures:

a. Such reports shall be issued in the name of the immediate superior based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.

b. Such reports shall be addressed to the teacher.

c. Such reports shall contain a narrative statement when pertinent to:

1) Strengths of the teacher as evidenced during the period since the previous report.

2) Weaknesses of the teacher as evidenced during the period since the previous report.

3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

D. PERSONNEL RECORDS

1. File. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive a copy at Board expense of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. This right shall not include correspondence dealing with ones experience prior to employment in the district.

2. Derogatory material. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

3. No separate file. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection, unless otherwise provided for within this ARTICLE.

E. TERMINATION OF EMPLOYMENT

Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

## ARTICLE XIX

### FAIR DISMISSAL PROCEDURE

#### A. NOTIFICATION OF STATUS

1. On or before April 30 of each year, the Board shall give to each nontenure teacher continuously employed since the preceding September 30 either:

a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or

b. A written notice that such employment shall not be offered.

#### B. FAIR DISMISSAL AGREEMENT

1. The Board and the Association agree that dismissal of any employee covered by this contract should be based on fair and equitable reasons. For this reason, certain evaluation procedures have been established in Article XVIII whereunder the technical competence of a nontenured teacher can be documented. The Board retains, however, the right to dismiss a nontenured teacher for reasons not related to competence. In such cases the Board will advise the president of the Association or a duly appointed representative of the Association its reasons for the dismissal and such information shall be kept confidential between the Association and the Board.

2. If the Association disagrees with the Board, a meeting may be arranged with the Board of Education at which the president of the Association and a representative may be present, but the Board's decision is final. The Board shall not be obligated to discuss the matter with the teacher or give reasons for its actions. Any nontenured teacher whose dismissal is based on reasons related to technical competency shall have a right to resort to the grievance procedures as outlined under this Agreement only if it can be demonstrated to the Board of Education that the procedural requirements of Article XVIII with respect to teacher's evaluation have been violated and the Board of Education shall entertain such grievance directed solely to such violation at the level required under Article III with respect to Grievance Procedure.

#### C. FAILURE TO COMPLY

Should the Board fail to give a nontenure teacher either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered, the Board shall be deemed to have offered to that teacher continued employment for the next succeeding school year upon the terms and conditions of employment as may be required by law or agreement between the Board and the Association.

#### D. NOTIFICATION OF INTENTION TO RETURN

If the teacher desires to accept employment as noted under A.1.a. of this Article he shall return a signed contract to the Board within ten (10) school days.

## ARTICLE XX

### COMPLAINT PROCEDURE

#### A. PROCEDURAL REQUIREMENT

Any complaints regarding a teacher made to any member of the administration by an parent, student, or other person which are used in the evaluation of the teacher in any manner, shall be brought to the teacher's attention. The teacher shall have the right to be represented by the Association and/or its designated representative at any meetings or conferences regarding such complaint. Complaints based on hearsay or received from anonymous sources shall summarily be disregarded.

## ARTICLE XXI

### TEACHER FACILITIES

#### A. LISTING OF FACILITIES

1. Reasonable space for each teacher within each instructional area in which he teaches to store his instructional materials and supplies.

2. An appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

3. A private telephone in each faculty lounge for the use of teachers.

4. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher.

5. The Board will explore the feasibility of a communication system so that teachers can communicate with the main building office from their classrooms.

6. Well-lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms.

7. Free and adequate off-street paved parking facilities, which are protected against vandalism, properly maintained and lighted, and identified exclusively for teacher use.

8. Suitable, private closet space with lock and key for each teacher.

## ARTICLE XXII

### DEDUCTION FROM SALARY

#### A. ASSOCIATION PAYROLL DUES DEDUCTION

1. The Board agrees to deduct from the salaries of its teachers dues for the Tinton Falls Education Association, the Monmouth County Education Association, the New Jersey Education Association, 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 233, N.J. Public Laws of 1969 (NJSA 52-14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

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.

## ARTICLE XXIII

### INSTRUCTIONAL MATERIALS

The Board shall consult with the Association with respect to the achievement tests which are to be used by the Tinton Falls Schools District for district-, school-, subject, or grade-wide purposes but the Board shall have the final decision with respect to the use of these tests. The Board shall also consult with the Association with respect to the kind and type of test, the use to which a test is to be put, and the dissemination of the test results and any interpretation of those results.

## ARTICLE XXIV

### SICK LEAVE

#### A. ACCUMULATIVE

As of September 1, 1973, all teachers employed shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

#### B. TRANSFER FROM OTHER DISTRICTS

As of September 1, 1973, whenever the Board employs a teacher who



has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant additional sick leave credit not to exceed ten (10) days or such lesser amount as may have been accumulated in the former district in addition to the annual and accumulated sick leave as provided for in Section A of this ARTICLE.

1. The accumulation of sick leave days from another district shall be credited in accordance with the procedure outlined above after certification from the prior employing school district. The days of sick leave so credited may be used immediately or if not so used shall be accumulative for additional leave thereafter as may be needed.

C. NONACCUMULATIVE

1. If an employee shall require additional sick leave in any one year, it shall be granted as follows:

a. four (4) additional weeks at one-half pay

b. one (1) additional week at one-half pay for each full year of service to the district.

Personal illness is hereby defined as absence from his post of duty, because of personal disability due to illness or injury, or because he has been excluded on account of contagious disease or of being quarantined for such a disease in his immediate household.

2. Illness in the family. In case of illness of parent, brother, sister, husband, wife, child or other relative living in the immediate family, a teacher shall be entitled to not more than three (3) school days during a school year.

D. NOTIFICATION OF ACCUMULATION

Teachers shall be given a written accounting of accumulated sick leave days as early as possible in each school year.

ARTICLE XXV

TEMPORARY LEAVES OF ABSENCE

A. TYPES OF LEAVES

As of the beginning of the 1973-74 school year, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

1. Personal. Three (3) days leave of absence for personal, business, household or family matters which require absence during school hours. Whenever possible the administration should have one (1) days notice (except in cases of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section.

2. Religious. Time shall be allowed for observance of religious holidays, where said observance prevents the teacher from working on said days.

3. Visitation and Conferences. A teacher, upon a request to the Superintendent, may be granted two days to visit other schools or to attend education conferences without loss of salary. The Superintendent may grant up to five days for specific professional events.

4. Legal. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend. The Board will allow one (1) day's absence with pay when an employee is subpoenaed by the court, or is a principal in the case, regardless of fault. Anything beyond this will be at the discretion of the Superintendent.

5. Death. Up to five (5) days at any one time in the event of death of a teacher's spouse, child or parent. In the event of the death of a son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law and any other member of the immediate household, up to four (4) days shall be allowed. Two (2) days of travel, if requested, will be considered by the Superintendent in the case of death in the family. Teachers shall be granted up to one (1) day in the event of death of a teacher's friend or relative outside the teacher's immediate family as defined above. In the event of the death of a teacher or student in the Tinton Falls School District, the principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

6. Marriage. Any employee is allowed three (3) days for his or her marriage, but must pay the substitute's salary for this period.

7. Temporary Military. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. A teacher shall be paid his regular pay in addition to any pay which he receives from the state or federal government.

8. Good cause. Other leaves of absence with pay may be granted by the Board for good cause.

B. IN ADDITION TO SICK LEAVE.

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

ARTICLE XXVI

EXTENDED LEAVE OF ABSENCE

A. INTERNATIONAL AND FEDERAL PROGRAMS

A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps.

B. MILITARY

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at the time of discharge.

c. Any teacher granted maternity leave shall at her request be restored to the teaching position she vacated and where possible at the discretion of the administration, the same subject area, and grade level vacated at the commencement of said leave unless she willingly accepts another position.

6410

C. MATERNITY

1. Natural birth. The Board shall grant maternity leave without pay to any teacher upon request subject to the following stipulations and limitations:

a. Maternity leave shall commence on the date requested by the teacher.

b. Any teacher granted maternity leave without pay according to the provisions of this section may at her discretion elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.

c. Any teacher granted maternity leave shall at her request be restored to the teaching position she vacated and where possible at the discretion of the administration the same subject area, and grade level vacated at the commencement of said leave unless she willingly accepts another position.

d. No teacher shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.

e. The Board 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.

2. Adoption. Any female teacher adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Tinton Falls Schools District in the area of her certification or competence.

D. ILLNESS IN FAMILY

A tenure teacher shall be granted a leave of absence without pay of up to one (1) year for the purpose of caring for a sick member of the tenure teacher's immediate family. Additional leave may be granted at the discretion of the Board. A nontenure teacher may be granted similar leave at the discretion of the Board.

E. GOOD CAUSE

Other leaves of absence without pay may be granted by the Board for good reason.

F. RETURN FROM LEAVE

1. Salary. Upon return from leave granted pursuant to Section A, B, or C of this ARTICLE, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section D or E of this ARTICLE.

2

2. Benefits. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position he held at the time said leave commenced, if available or if not, to a substantially equivalent position.

G. EXTENSIONS AND RENEWALS

All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE XXVII

SABBATICAL LEAVES

A. PURPOSE

A sabbatical leave shall be granted to a teacher by the Board for study, including study in another area of specialization.

B. CONDITIONS

Sabbatical leave shall be granted, subject to the following conditions:

1. Percentage of teachers. If there are sufficient qualified applicants a sabbatical leave shall be granted to one teacher each school year. If more than one teacher applies and they meet all the requirements stated herein, the one who has been with the district the longest will receive the leave.

2. Requests. Requests for sabbatical leave must be received by the Superintendent in writing no later than April 1, and action must be taken on all such requests no later than May 1 of the school year preceding the school year for which the sabbatical leave is requested.

3. Minimum time to qualify. The teacher will have completed at least seven (7) full school years of service in the Tinton Falls School District.

4. Pay. A teacher on sabbatical leave (either for one-half ( $\frac{1}{2}$ ) of a school year or for a full school year) 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.

5. Return. Upon return 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 his absence.

26

## ARTICLE XXVIII

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

#### A. PROGRAMS

The Board agrees to implement the following at the beginning of the 1973-74 school year:

1. Pay and expenses for required training. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take. This shall not apply for certification requirements.

2. Reimbursement for Professional Development. The Board will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend courses, workshops, seminars, conferences, in-service training sessions or other such sessions approved by the Superintendent.

3. In-service workshops, conferences, programs. To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. In-service programs shall be conducted during the in-school teacher workday if teacher attendance is required. All such programs conducted after the teacher workday or during the summer shall be voluntary.

#### 4. Experimentation.

a. The Association and the Board have a mutual responsibility to promote better instruction. The Board welcomes Association participation in all aspects of strengthening the education program to best meet the needs of the students, the schools, and the community.

b. The Association may cooperatively participate in any aspect of an experimental or other project or program. Such participation shall include, but not be limited to, all phases of proposals, inquiry, study, research, deliberations, recommendations, implementation, evaluation, and adoption. However, the Board shall have final decision with respect to any such programs. Any aspect of an experimental program which would affect the terms and conditions of teacher employment shall be negotiated with the Association before implementation.

## ARTICLE XXIX

### SUPERVISION OF STUDENT TEACHERS

#### A. MUTUAL RESPONSIBILITY

There is a continuing need for the recruitment of able teacher candidates and for the improvement of their preparation. Teachers enlisted

647

to teach in any situation must be provided an education based on the best academic preparation supplemented with numerous planned experiences which can provide a working understanding of the students and classroom with which teachers must function effectively. Through the cooperation of the Tinton Falls Schools District and the Association, the student teacher is provided with the setting to apply the professional knowledge and skills, theories, and philosophies which have been developed through college courses and related experiences. The Board and the Association accept the joint responsibility to prepare teachers and to provide student teachers with direct field experiences in the Tinton Falls Schools District that are relevant to the teaching act.

B. PROCEDURES

The following procedures shall govern the supervision of student teachers:

1. Teaching experience. No teacher shall have a student teacher under his supervision unless said teacher has had at least three (3) years of teaching experience with the most recent year in his present position.
  2. Voluntary participation. Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment.
  3. Academic record of student teachers. Prior to the assignment of student teachers, the Superintendent shall request each prospective student teacher to provide prospective cooperating teachers a transcript of college courses and grades to date, statements relative to his academic proficiency from not fewer than two (2) of his college instructors, and a statement from his college assessing his potential strengths and weaknesses as exhibited in any previous field experiences or related training programs in classroom procedures or student relationships if requested by the teacher.
  4. Released time. Each cooperating teacher shall be provided with released time with pay for attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university when required.
  5. Assignments. A cooperating teacher shall not involuntarily be given additional assignments outside of his regular responsibilities during the time he is supervising a student teacher.
  6. Assuming responsibilities. The cooperating teacher and the student teacher shall assess the latter's readiness to assume teaching responsibilities and the cooperating teacher shall have authority for determining in what degrees those responsibilities shall be assumed.
  7. Materials and supplies.
    - a. Upon request, a cooperating teacher shall be provided with a duplicate copy of all instructional materials and teacher manuals
- 20

for use by the student teacher assigned.

b. Upon request, a cooperating teacher shall be provided with those school records which he feels necessary for an understanding of the field experience by the student teacher. Upon completion of the field experience, the cooperating teacher shall arrange with the student teacher for the return of all such copies of student records.

8. Eligibility to teach. A student teacher shall be permitted to teach unsupervised only in areas for which he will be eligible for certification and only after the approval of the cooperating teacher.

9. Substitution. In accordance with State regulations, a student teacher cannot be used as a substitute teacher.

## ARTICLE XXX

### PROTECTION OF TEACHERS, STUDENTS 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.

1. Meetings. In the event of a continuing disorder or disruption in the regular school program, the Board, Superintendent or affected building principals shall meet with the Association to develop mutually acceptable programs to guarantee the safety of students, teachers, and property.

2. Demonstrations or Unauthorized Visitors. The Board of Education of the Tinton Falls Schools recommends that any group which feels that changes are desirable in the program of the Tinton Falls Schools should establish communication through the Superintendent's office so that the proposals for change may be considered in a calm, normal and business-like atmosphere.

However, in order to insure the orderly process of education and business matters connected with the schools and in order to insure the safety of persons and property, the Board of Education hereby establishes procedures which are to be followed in case of any type of demonstration on school property or within school buildings.

This policy is not intended to prohibit the peaceful expressions of opinions or ideas concerning The Tinton Falls Schools. However, as stated in a recent Supreme Court decision..."conduct by the student, in class or out of it, which for any reason -- whether it stems from time, place, or type of behavior -- materially disrupts classwork or involves substantial disorder or invasion of the rights of others is, of course, not immunized by the constitutional guaranty of freedom of speech."\*

Should there be a demonstration of any kind, it shall be immediately brought to the attention of the Superintendent of Schools or his representative.

\*Majority opinion of Supreme Court decision, Tinker vs. Des Moines Independent School District, February 24, 1969 (37 LW 4121)



a. If the person or group is in no way interfering with property, personnel, other students and staff, or the operation of any of the school programs, the demonstration will be permitted to continue.

b. If the demonstration is in any way interruptive, the Superintendent shall:

(1) Notify the group orally that any one not a student or employee will have ten (10) minutes in which to remove themselves from school property. Students or employees will have the same ten (10) minutes to report to regular scheduled activity or to remove themselves from the school property. The Superintendent will announce that he is required by the Board of Education to have demonstrators removed after the ten (10) minute period. He will also alert the President of the Board of Education, the Police Department, as well as the County Superintendent of Schools and the State Department of Education, that a given situation exists.

(2) At the expiration of the time limit, if the property has not been cleared, the Superintendent will take the names of employees and students and will ask the police to remove the demonstrators and the Board will follow with appropriate charges.

(3) When necessary for their safety, students and staff may be asked to leave the building and school property. In such a case, buses will be called for students as required. At all times, the rights and safety of all school personnel and students not participating in the demonstration are to be of major importance.

(4) At no time while any demonstration is in process is the Superintendent or any school or board personnel to enter into negotiations with the protestors, either orally or in written form.

(5) The Board attorney shall be immediately notified of any demonstration and shall prepare, as directed by the Board of Education, whatever charges are deemed to be appropriate for legal or criminal action.

(6) As soon as normal educational and business processes can be resumed, the Superintendent shall be charged with establishing communications with the leaders of the protesting group in order to bring their demands or requests to the Board of Education in an orderly process. The Board reserves the right to make any decisions relative to the demands after recommendations from the Superintendent are received. No employee is empowered to bind the Board without its written assent.

(7) Students or employees participating in a protest which is nonpeaceful, as noted above, will be subject to indefinite suspension and/or other penalties by the Board of Education.

Again, it is the intent of the Board that all students in The Tinton Falls Schools receive the best education it is possible to provide. The safety and educational program of the majority cannot be interrupted to satisfy some immediate desire of a vocal few.

Wherever the term Superintendent is used it means also, or his designated representative.

B. REASONABLE FORCE

As specified in 18A:6-1, 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. INDEMNITY OF OFFICERS AND EMPLOYEES AGAINST CIVIL ACTION

18A:16-6. Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher for any act or omission arising out of and in the course of the performance of the duties as such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

D. INDEMNITY OF OFFICERS AND EMPLOYEES IN CERTAIN CRIMINAL ACTIONS

18A:16-6.1. Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

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

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved.

3. The Board shall reimburse teachers for 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. (The above shall hold true only if the teacher is not otherwise covered by personal insurance or workmen's compensation.)

ARTICLE XXXIII

INSURANCE PROTECTION

64

A. FULL HEALTH-CARE COVERAGE

As of the beginning of the 1973-74 school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family-plan insurance coverage.

1. Carrier. The health insurance carrier shall be New Jersey State Health Plan for the basic hospitalization and medical-surgical coverage, and Prudential for the major-medical coverage.

2. Complete annual coverage. For each teacher who remains in the 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 1st and ending August 31st.

B. DESCRIPTION TO TEACHERS

The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the 1973-74 school year, which shall include a clear description of conditions and limits of coverage as listed above.

3:

## ARTICLE XXXIII

### MISCELLANEOUS PROVISIONS

#### A. NONDISCRIMINATION

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

#### B. BOARD POLICY

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

#### C. SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

#### D. SEPARABILITY

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.

#### E. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT.

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

#### F. PRINTING AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board 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, hereafter employed, or considered for employment by the Board.

G. NOTICE

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 telegram or registered letter at the following addresses:

1. If by Association, to Board at 674 Tinton Avenue New Shrewsbury N.J.  
(address)
2. If by Board, to Association at home address of the president  
(address)

ARTICLE XXXIV

DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 1973 and shall continue in effect until June 30, 1975, subject to the Association's right to negotiate each annual budget with negotiations commencing no later than October 1 of each year, under procedures defined in ARTICLE II and 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.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

TINTON FALLS EDUCATION ASSOCIATION

By Rosemary L. Wattus  
President

By Winifred J. Weston  
Secretary

TINTON FALLS BOARD OF EDUCATION

By Lee Hill Olson  
President

By Michael J. Johnson  
Secretary

SCHEDULE A

SALARY GUIDE 1973-74

| <u>Step</u> | <u>Bach.<br/>Degree</u> | <u>Bach.<br/>+30</u> | <u>Master's<br/>Degree</u> | <u>Master's<br/>+15</u> | <u>Master's<br/>+30</u> | <u>Ph.D.</u> |
|-------------|-------------------------|----------------------|----------------------------|-------------------------|-------------------------|--------------|
| 1           | 8,350                   | 8,700                | 9,050                      | 9,400                   | 9,750                   | 10,100       |
| 2           | 8,750                   | 9,100                | 9,450                      | 9,800                   | 10,150                  | 10,500       |
| 3           | 9,150                   | 9,500                | 9,850                      | 10,200                  | 10,550                  | 10,900       |
| 4           | 9,550                   | 9,900                | 10,250                     | 10,600                  | 10,950                  | 11,300       |
| 5           | 9,950                   | 10,300               | 10,650                     | 11,000                  | 11,350                  | 11,700       |
| 6           | 10,350                  | 10,700               | 11,050                     | 11,400                  | 11,750                  | 12,100       |
| 7           | 10,750                  | 11,100               | 11,450                     | 11,800                  | 12,150                  | 12,500       |
| 8           | 11,150                  | 11,500               | 11,850                     | 12,200                  | 12,550                  | 12,900       |
| 9           | 11,550                  | 11,900               | 12,250                     | 12,600                  | 12,950                  | 13,300       |
| 10          | 12,050                  | 12,400               | 12,750                     | 13,100                  | 13,450                  | 13,800       |
| 11          | 12,550                  | 12,900               | 13,250                     | 13,600                  | 13,950                  | 14,300       |
| 12          | 13,050                  | 13,400               | 13,750                     | 14,100                  | 14,450                  | 14,800       |
| 13          | 13,550                  | 13,900               | 14,250                     | 14,600                  | 14,950                  | 15,300       |
| 14          | 14,050                  | 14,400               | 14,750                     | 15,100                  | 15,450                  | 15,800       |
| 17          | 14,350                  | 14,700               | 15,050                     | 15,400                  | 15,750                  | 16,100       |
| 20          | 14,650                  | 15,000               | 15,350                     | 15,700                  | 16,050                  | 16,400       |
| 25          | 14,950                  | 15,300               | 15,650                     | 16,000                  | 16,350                  | 16,700       |

In addition, the Board shall pay \$35 per credit per course for courses approved by the Superintendent and not to exceed fifteen (15) credits in any one year. Courses which are required to hold a position or to complete requirements for full certification will not apply.

SCHEDULE B

The teachers' stipend schedule for the 1973-74 year shall be as shown on the following School Activities Stipend Schedule:

|                            |            |
|----------------------------|------------|
| Newspaper                  | \$250      |
| Yearbook                   | 250        |
| Intramural Program         | 350        |
| Soccer                     | 350        |
| Basketball                 | 350        |
| Track                      | 350        |
| Assistant Coach            | 250        |
| Student Patrol             | 300        |
| Intra-murals               |            |
| Boys                       | 350        |
| Girls                      | 350        |
| Girls' Cheerleading        | 300        |
| Girls' Basketball          | 250        |
| Girls' Softball            | 200        |
| Girls' Track               | 150        |
| Extra Music                | 350        |
| Extra Music                | 250        |
| Extra Music                | 250        |
| Extra Music                | 450        |
| Washington Trip Chaperones | 25 per day |

- A. In the event any of the above personnel does not perform the designated activity for any reason the stipend will be paid to the person who does perform on a pro rata basis.
- B. Extracurricular pay will be paid on a seasonable basis (as in sports) or when the activity is terminated.

285 14 8 00 11 13  
BENC