

AGREEMENT

Between

**MANALAPAN-ENGLISHTOWN REGIONAL
BOARD OF EDUCATION**

And

MANALAPAN-ENGLISHTOWN EDUCATION ASSOCIATION

Certified Staff Unit

July 1, 2011 to June 30, 2014

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ARTICLE I

RECOGNITION

- 1.1 The Manalapan-Englishtown Regional Board of Education, hereinafter cited as “the Board”, hereby recognizes the Manalapan-Englishtown Education Association, hereinafter cited as “the Association,” as the majority representative for collective negotiations concerning terms and conditions of employment for all Board-employed, certified personnel, whether under contractor on approved leave, including:

- Classroom Teachers
- Guidance Personnel
- Librarians
- Learning-Disability Teacher Consultants
- Remedial Teachers
- Special-subject Teachers
- Nurses
- Speech Correctionist
- School Social Workers
- Psychologists
- Resource Teachers
- Coordinators
- Occupational Therapist
- English as a Second Language

The following classifications are excluded:

- Substitutes
- Principals
- Directors
- Supervisors
- Assistant to the Superintendent
- And all other supervisory personnel.

- 1.2 Unless otherwise indicated, the term “teachers,” when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to males shall include females as well.

ARTICLE II

NEGOTIATION PROCEDURE

- 2.1 Two (2) weeks prior to the required date for commencing negotiations in the school year in which this Agreement expires, the parties shall mutually exchange proposals. No other proposals shall be accepted after that date. Negotiations shall commence in accordance with the PERC-established timetable of the same year, and the parties in negotiations shall determine ground rules at the first meeting.
- 2.2 Any agreement so negotiated shall be reduced to writing and executed by both parties.
- 2.3 This Agreement shall not be modified in whole or in part except by an instrument in writing executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

- 3.1 A grievance shall mean a complaint by an employee or group of employees, as designated in Article I, that there has been a personal loss or injury because of the interpretation, application or violation of policies, agreements and administrative decisions affecting such employee or employees.
- 3.2 An “aggrieved person” is the person or persons making the claim.
- 3.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at the former step.
- 3.4 It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 3.5 The Association, as representative of a group of employees, may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting said employees.
- 3.6 A group grievance of more than one teacher in one school shall commence with the principal of the school.

- 3.7 If, in the judgment of the Association, a grievance affects a group or class of teachers in more than one school, the Association may submit such grievance in writing to the Superintendent or his designee directly and the processing of such grievance shall commence at that level. The Association may process such a grievance through all levels of the grievance procedure. The grievance, however, must be signed by each of the individuals claiming loss or injury.
- 3.8 A minority organization shall not present or process any grievance.
- 3.9 For a grievance to be processed under this procedure the grievance must be initiated within thirty (30) calendar days of the impact on the individual; days will not be counted during July and August.

LEVEL I

- 3.10 Nothing herein contained shall be construed as limiting the right of any teacher having a complaint to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.
- 3.11 If in the judgment of the Association and the Level I supervisor a grievance cannot be resolved at Level I, the grievance shall be forwarded to Level II within one work-day following submission at Level I.
- 3.12 Grievance shall be signed by the grievant(s) and submitted to the principal on the District's grievance form (Attachment A). The grievant shall set forth his grievance in writing to the principal and the Association specifying:
- [a] the nature of the grievance;
 - [b] the nature and extent of injury, loss or inconvenience;
 - [c] the date of occurrence; and
 - [d] the remedy sought.

Within five (5) school days after receiving the grievance, the principal shall hold a hearing unless mutually agreed otherwise and within two (2) school days of the hearing communicate his answer in writing to the grievant. The grievant(s) may at his/her option be represented at any discussion by a representative of the Association, and the principal shall have the right to have a witness present.

LEVEL II

- 3.13 The Association, no later than five (5) weekdays after receipt of the principal's decision, may appeal the principal's decision to the Superintendent. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal as specified above and noting the grievant's dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, and may, at his option hold a hearing, but

within a period not to exceed ten (10) weekdays; if no hearing is held, a decision shall be rendered within ten (10) weekdays. The Superintendent shall communicate his decision in writing to the Association, the principal, and the teacher.

LEVEL III

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

3.15 The request shall be submitted in writing through the Superintendent or his designee in his absence or unavailability, who shall attach all related papers and forward the request to the Board within five (5) weekdays for review at its next regularly scheduled meeting.

The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and the Association representative. In any case, the Board shall render a decision in writing within thirty (30) calendar days of its receipt of the grievance.

In the event the Board's decision is unacceptable to the grievant or class of grievants, the grievant or grievants shall petition the Association to move this matter to arbitration. The Executive Board of the Association shall meet to determine if the grievance is meritorious and upon their recommendation the matter shall be moved to arbitration. The Association President through the Grievance Chair shall notify the Superintendent of the decision of the Executive Board within thirty (30) calendar days of receipt of the Board's decision except in the case of a grievance involving any of the following points:

1. Any matter for which a method of review is prescribed by law or any rule or regulations of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone.
2. A complaint of a non-tenured teacher which arises by reason of his not being re-employed.
3. 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; or
4. Any complaint which is not a matter of formal agreement between the Association and the Board.

LEVEL IV

3.16 The appeal of the aggrieved for review by a third party may be submitted to arbitration by the Association and the procedure for securing the services of an arbitrator shall be those of the American Arbitration Association. Such determination as the arbitrator shall make is binding on both parties to this Agreement. The arbitrator shall consider only the matter submitted and shall

not add to nor subtract from any other matter of formal agreement. His finding shall be returned to the Board and Association within thirty (30) days after date of hearing.

- 3.17 The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one half.
- 3.18 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.

ARTICLE IV

TEACHER RIGHTS

- 4.1 The Board and the Association recognize the right of teachers to form, join, and assist any employee organization or to refrain from any such activity.
- 4.2 The Board and the Association agree that there shall be no reprisals of any kind taken against any teacher by reason of his membership in or refusal to join the Association.
- 4.3 The Board and the Association agree that the personal life of a teacher is not an appropriate concern except as it affects performance of a teacher's job function.
- 4.4 Teachers shall continue to be entitled to the full rights of citizenship including religious and political freedom.
- 4.5 No teacher shall be prevented from wearing pins or other identification, provided they are standard insignias of membership in the Association or its affiliates.
- 4.6 When the Board or any of its committees requires any teacher to appear before such body, concerning any disciplinary matter which could adversely affect his position or salary, such teacher shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview. This procedure is not meant to restrict, limit, or bypass the provisions of New Jersey Statutes, Title 18A:6-10.
- 4.7 There shall be no withholding of pay of any teacher suspended by the Board until such time as a hearing of such suspension has been had before the Board, except where such suspension has been because of a criminal charge lodged against a teacher.
- 4.8 The Board recognizes that the teacher is primarily responsible for determination of pupil grades so long as adequate documentation demonstrates that the awarding of such grades conforms to Board Policy and Administrative Guidelines. If such determination is superseded, the teacher will receive notification in writing.

- 4.9 Criticism by any administrator of the performance of a teacher(s) shall be made in confidence and not in the presence of colleagues, parents, or students.
- 4.10 Residency within the boundaries of the Manalapan-Englishtown Regional School District shall not be a requirement for employment.
- 4.11 No anonymous communications will be placed in a teacher's personnel file. No complaints will be placed in a teacher's personnel file without a prior principal-level hearing at which both the teacher and the principal will be entitled to representation. No teacher will be reprimanded or have a complaint placed in his personnel file without just cause.
- 4.12 A teacher shall receive within thirty (30) days a copy of any written complaint regarding the teacher made to any member of the administration or the Board by any parent, student, or other person if the complaint is to be included in the teacher's personnel records or used in the teacher's evaluation.
- 4.13 An employee may request the right to inspect material in his individual personnel file, except that all pre-employment material shall be treated as confidential and shall not be made available to the employee. An employee may make a copy of the material which he is permitted to inspect. A teacher shall be entitled to have a representative of the Association accompany him during such review.
- 4.14 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.
- 4.15 The Board agrees that no derogatory information will be placed in an individual employee's file without the employee having the opportunity to see, initial, and reply to said information, with such reply to be placed in the personnel file. Replies must be received within thirty (30) days of notification that the item is to be placed in the teacher's file. Written notification must be given to the teacher within thirty (30) days of the complaint if the item is to be acted upon.
- 4.16 No teacher shall be disciplined or reprimanded without just cause. Any action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure as contained herein.
- 4.17 All discipline of any member of this unit shall be progressive in nature and proportionate to the action alleged to have been committed. The penalties for any alleged action may be as follows:
- [1] oral warning
 - [2] written reprimand
 - [3] suspension without pay
 - [4] docking
 - [5] increment withholding
 - [6] dismissal

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- 5.1 The Board agrees to make available to the Association information in the public domain which may be required by the Association in performing its representation function providing such request is received in writing.
- 5.2 The Association and its representatives shall have the right to use school buildings at all reasonable hours for Association meetings, provided use for such meetings is applied for in writing to the Superintendent and is within the Guidelines of Board Policies.
- 5.3 The Association shall have in each faculty lounge the use of a bulletin board. Copies of all materials to be posted shall be submitted to the building principal and must bear some Association identification.
- 5.4 The Association shall have the privilege of reasonable use of inter-school mail and school mailboxes, provided that open materials, except meeting announcements, shall receive prior approval of the Superintendent.
- 5.5 The Association shall have the privilege of reasonable use of school facilities and equipment, including computers, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof. Permission for the use of such facilities and equipment shall be requested in writing from the Superintendent or his designee, who will be the principal of a school building if the Superintendent or his designee is not available.
- 5.6 The Board shall provide time to the Association President or his designee to speak to teachers during orientation as an entire group if the entire staff is convened.
- 5.7 Whenever a teacher is required to participate during working hours in negotiations or grievance proceedings with the Board, he shall suffer no loss in pay.
- 5.8 The Association will be provided storage space for a file in one of the faculty lounges.
- 5.9 The rights and privileges of the Association shall be as specified in Chapter 123, Public Laws of 1974, and all other appropriate State Statutes.
- 5.10 The President of the Association and the Association's grievance chairperson shall not be assigned scheduled duties before and after school. In unusual circumstances where a non-schedule assignment must be made temporarily, such assignment shall not be frequently recurring. In an unusual circumstance where the service of the President of the Association can be of assistance to the interests of the School District, he may request released time of the Superintendent, who may grant such time as, in his determination, is required.

ARTICLE VI

TEACHER WORK YEAR

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

6.2 The teacher work year shall include one hundred eighty-four (184) days including:

- 181 student days
- 1 orientation day
- 2 in-service days

Upon ratification of this agreement, two [2] shortened professional development days scheduled after January 12, 2013 shall be converted to full instructional days for the 2012-2013 school year.

Effective with the 2013-2014 school year, the four [4] shortened days for professional development previously included in the school calendar shall be scheduled a full instructional days.

Effective in the 2013-2014 school year, one [1] additional professional development day shall be added to the teacher work year for a total of one-hundred eighty-five [185] days, including:

- 181 student days
- 1 orientation day
- 3 in-service days

6.2:1 New teachers will be required to attend two (2) additional orientation days at the beginning of the school year. Teachers returning from leave of at least two (2) years' duration will be required to attend the curriculum portion of the additional orientation day(s). All teachers may be required to attend one (1) additional day at the end of the school year if satisfactory checkout is not accomplished in one (1) day. Determination of the necessity for use of either or both of these days shall be as required by the Superintendent.

6.2:2 Orientation day will consist of not more than two hours of district in-service including food and speeches and the remainder of the day will be spent in the buildings. Building time will include a principal's meeting of not more than one hour. No other meetings will be scheduled on orientation day.

6.2:3 The last two student days will be minimum days for students and full days for teachers. There will be no meetings or workshops on these two days.

6.3 Parent-teacher conferences may be scheduled on different days in each building.

6.3:1 Parent-teacher conferences will be scheduled during the Fall and Spring semesters as follows:

Fall—three (3) evenings and one (1) afternoon
Spring—two (2) evenings and one (1) afternoon

6.3:2 The number of parent conference days listed above may be increased by one afternoon conference in the spring in the schools that need additional conference time. To the extent permitted by bus or school schedules the remaining schools will have a full student day.

6.3:3 Each parent-teacher conference session will be two (2) hours in duration. Students will be dismissed early on parent-teacher conference days. Conferences may be staggered within a building. Evening conferences shall begin not later than 7:00 p.m.

6.3:4 Unscheduled portions of parent conference days may be used for the purpose of departmental meetings for those departments that normally do not need the full allotment of conference times to meet with parents.

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

ARTICLE VII

TEACHING HOURS AND LOAD

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

7.2:1 The in-school workday for teachers shall be six (6) hours and fifty (50) minutes. Included within the time shall be a total of thirty (30) minutes which is to be divided between before and after the student day at the determination of the administration. On early dismissal student days, teachers shall remain until the regular teacher departure time, except on early dismissal days connected with holidays, scheduled conference days, and inclement weather days.

7.2:2 The Board may require all instrumental music teachers, in-school suspension teacher(s), staff development/public relations coordinator, all librarians and guidance counselors assigned to grades K-6 to either start or end their workday one period prior to or after the normal teacher arrival or departure time in their respective building. So long as the district has multiple starting times, teachers in the building(s) with the earliest arrival time shall not be required to start earlier and teachers in the building(s) with the latest closing time shall not be required to teach later than the other teachers in the building, this sentence does not apply to instrumental music teachers. Once established, the schedule shall be for the entire school year.

7.3 Teachers shall have a duty-free lunch period of the same length as the student lunch period and may leave the building during scheduled duty-free lunch after notifying the office in their respective building. Teachers must also notify the person upon return to the building.

- 7.4:1 All teachers may be required by the administration to remain at the end of the regular workday, without additional compensation, for the purpose of attending two (2) faculty and four (4) professional meetings each month. Such meetings shall require no more than one (1) hour per session and shall begin within a reasonable time after student dismissal. Faculty and/or professional meetings shall not be called on the one (1) day of each month during the school year that the Association designates, prior to the close of the preceding school year, for Association meetings, if so desired.
- 7.4:2 Two one hour professional meetings may be combined into one two hour meeting two times per year. In months when a two hour meeting is held, the total meeting hours for that month will be reduced from six to four hours. Two hour meetings shall be scheduled a minimum of thirty days in advance.
- 7.4:3 Teachers in their first year in the district may be required to attend up to six (6) additional one hour meetings during that first year.
- 7.5 Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any legal holiday or other day upon which teacher attendance is not required at school, unless administratively necessary as determined by the Superintendent.
- 7.6 At any faculty or professional meeting referred to above, an announcement will be made, if requested by an Association representative, that an Association meeting will follow the conclusion of the meeting.
- 7.7 When possible, the administration will give teachers notice and agenda for any faculty meeting at least two (2) days prior to such meeting. Teachers shall have the right to suggest to the administration items for the agenda.
- 7.8 Classroom teachers shall, in addition to their lunch period, have five (5) preparation periods per week of at least forty (40) minutes' duration. Not more than two (2) preparation periods will be scheduled in one (1) day without the written consent of the teacher so scheduled. The mid-day time between the morning and afternoon sessions, excluding the thirty (30) minute lunch, will be the kindergarten teacher's preparation time.
- 7.9 If, in temporary situations, a teacher is denied a preparation period, then such time shall be compensated within thirty (30) calendar days by release time, or proportionate financial compensation at the following rates per hour or portion thereof:
- 2011-2013 - \$33.50
2013-2014 - \$34.50
- 7.10 Compensatory released time granted to teachers shall not require their presence for duty. When possible, such time will be scheduled at the beginning or the end of a workday.

- 7.11 If, in a temporary situation, a teacher is required, beyond the scheduled teacher departure time, to assume responsibility for students waiting for late buses the teacher shall be compensated at the rates following per forty (40) minute period or any part thereof. This clause shall be inoperative during the first five (5) student days of each school year.

2011-2013 - \$33.50

2013-2014 - \$34.50

- 7.12 Teachers shall be paid honoraria for extra-curricular activities listed in the Honorarium Schedule attached to this Agreement (Schedule B-1). The Board shall have the right to establish the honoraria for new positions. Such honoraria are subject to retroactive negotiation if the Association requests same at the conclusion of the activity, if a seasonal one, or at the mid-point of a full year activity.

- 7.13 Teachers may be required to attend no more than six (6) evening assignments or meetings each school year. Attendance at evening parent conference sessions shall count as an evening assignment. The schedule of evening meetings may be changed due to emergency school closings. When Back-To-School night is changed on less than two (2) hours notice employees who come to the Back-To-School night will be paid:

2011-2013 - \$33.50

2013-2014 - \$34.50

- 7.14:1 Teachers at the Manalapan-Englishtown Middle School may be assigned (volunteers preferred) to a sixth teaching period instead of being assigned to supervise a study hall. This Section does not apply to those departments that or teachers who have heretofore been assigned six (6) teaching periods.

- 7.14:2 The program or subject content of the sixth (6th) teaching period will not be used to either reduce staff size or class size. The sixth teaching period program will be in addition to the regular curriculum.

- 7.14:3 To the extent possible, teachers who are utilized in this sixth teaching period program in lieu of assignment to a study hall will be relieved of their homeroom or a.m./p.m. duty assignment on a one-for-one basis.

- 7.15 Teachers who have their in-school work day extended due to class field trips will be compensated at the rate of: 2011-2013 - \$33.50 and 2013-2014 - \$34.50, per hour or portion thereof for all time beyond their normal regularly scheduled teacher departure time. Extended day field trips will not depart from the school prior to 7:00 a.m. nor will the trip be planned for a return to the school time that is later than 6:00 p.m. Participation in field trips that will extend the workday shall be at the option of the teacher. This section does not apply to overnight trips or specially approved trip related activity programs for which a stipend is paid.

ARTICLE VIII

CLASS SIZE

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

ARTICLE IX

NON-TEACHING DUTIES

- 9.1 Teachers who use their automobiles in the authorized performance of their duties shall be reimbursed at the rate per mile established by the State of New Jersey for such use. Such reimbursement shall not be applicable for travel to or from any building of employment at the beginning or end of the workday. Reimbursement for mileage is to be submitted on a monthly basis. All requests for mileage reimbursement must be submitted by the last teacher workday of the fiscal year, emergencies excepted. Failure to submit the request for mileage reimbursement by the last teacher workday will result in forfeiture.

ARTICLE X

TEACHER EMPLOYMENT

- 10.1 Teachers shall be placed on the proper step of the salary guide per Schedule 'A' as determined by the Board, but at a step no less than specified below:
1. Credit may be allowed at the Superintendent's discretion for satisfactory teaching experience in a duly-accredited school requiring New Jersey State certification and/or approval. Salary guide credit may also be granted for related work experience for non-teaching members of the bargaining unit (i.e., social worker, psychologist, occupational therapist, etc.).
 2. Credit shall be allowed for active duty military service or mandated federal service, for up to four (4) years maximum
 3. Credit shall be allowed for service in the Peace Corps, VISTA, National Teacher Corps, or time spent on Fulbright Scholarship, for up to two (2) years maximum. Service in more than one (1) of the organizations listed herein shall receive total credit for no more than two (2) years maximum.
- 10.2 Previously accumulated sick days shall be restored to all returning teachers on Board-approved leaves, but no days shall be added for the period of leave.

- 10.3 Nothing in this Article is to be interpreted as denying the Board's authority to refuse a contract, salary increment, or raise for unsatisfactory service, as determined by the Board, and in accordance with applicable rules and regulations governing increment withholding.
- 10.4 All teachers who shall not receive a contract, salary increment, or raise shall be notified in writing no later than May 15th.
- 10.5 Upon written request, a non-tenured teacher whose contract is not renewed will be given the reasons for such non-renewal.

Reduction in Force

- 10.6 Any proposed reduction in the number of teachers employed shall be negotiated with the Association. This negotiation shall concern itself not with the reduction per se, but only with the terms of separation in accordance with Title 18A, New Jersey Statutes, Annotated and Public Laws 123.
- 10.7 The Board shall provide the Association with a seniority list for teachers indicating date employment began and certification. This list will be updated annually by October 31st.

ARTICLE XI

SALARIES

- 11.1 The Salary Guide for all teachers is set forth in the Salary Schedule. Proportionate salary per guide will be paid to teachers working on a contract year on a part-time daily basis.
- 11.2 Teachers employed on a ten (10) month basis will be paid in twenty (20) equal, semi-monthly installments.
- 11.3 Teachers may elect in writing to have deductions taken from their pay for participation in the First Financial Credit Union, without any financial participation on the part of the Board.
- 11.4 Paydays will be the 15th and 30th of each month or the last workday prior to these dates. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall be paid on the last previous workday, except if the Board is unable to do so because of unusual circumstances.
- 11.5 Teachers shall receive their final checks on the last workday in June after the teacher has completed final checkout.
- 11.6 All activity honoraria whose season is less than one year in duration shall be paid in two (2) equal parts, one (1) in mid-season and one (1) at the end of the season. All other honoraria shall be paid in three (3) equal parts, in November, in February and in June. Tax calculations for honoraria shall be based exclusively on the amount of honoraria paid.

- 11.7 Teachers employed during the summer for curriculum or committee work shall be paid at the rate of: 2011-2013 - \$33.50 and 2013-2014 - \$34.50.
- 11.8:1 Teachers employed as supplemental instructors after the school day or after the school year will be paid: 2011-2013 - \$33.50 and 2013-2014 - \$34.50 per hour or period.
- 11.8:2 Child study team members and special education teachers employed during the summer, shall be paid on either an hourly or daily basis at the rate determined by 1/200 of the teacher's then current annual salary.
- 11.9 Teachers hired on or after January 1, 2001, must earn thirty (30) credits after the Masters Degree is earned to advance to the M+30 column.

ARTICLE XII

TEACHER ASSIGNMENT

- 12.1 All teachers shall, by June 1st, be given written notice of changes in class and/or subject assignments or building assignments for the forthcoming year. Should change be required after this date, written notice will be sent to the teacher at his home or file address by certified mail. The teacher so affected may request and be granted a conference with the Superintendent or his designee concerning the need for such change.
- 12.2 Any new position, not now existing, that provided additional compensation for a teacher in addition to Schedule 'A,' will also be negotiated with the majority representative, if such position is entitled to be part of the bargaining unit per Article I of this Agreement.
- 12.3 Positions that are advertised outside the Manalapan-Englishtown Regional School System shall also be posted in each school of the system at the same time.

ARTICLE XIII

VOLUNTARY TRANSFERS AND ASSIGNMENTS

- 13.1 By May 15th, the Superintendent shall post in all schools a list of expected vacancies for the following school year.
- 13.2 In the determination of requests for voluntary reassignment and/or transfer, the wishes of the 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. Teachers who desire a change in grade and/or subject assignment may file with the Superintendent a written statement of such desire stating the grade and/or subject desired and the school or schools to which the transfer is requested. Such requests will be considered when scheduling is done, but this consideration is not intended to limit the flexibility of the administration.

ARTICLE XIV

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- 14.1 Written notice of any involuntary reassignment, when determined by the Principal/Supervisor, shall be given to the teacher affected in writing, in person or by certified mail to the individual teacher's home or file address. The teacher so affected may request and be granted a conference with the Principal/Supervisor concerning the need for such a change.

ARTICLE XV

PROMOTIONS

- 15.1 A notice of vacancy in administrative positions to be filled shall be sent to each school for posting at least fifteen (15) days before the final date when applications must be submitted. A copy shall be sent to the Association if such administrative vacancy becomes available in a summer recess period when schools are closed.
- 15.2 Teachers who wish to apply for any such vacancies as noted above shall submit their application in writing to the Superintendent. When a vacancy described in the notice is filled, the Superintendent may destroy all applications for said positions.
- 15.3 Appropriately certified teachers who wish to apply for an administrative position that may be filled during the summer period when school is not regularly in session shall submit their name to the Superintendent together with the position(s) for which they are applying and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they applied.
- 15.4 All qualified teachers shall be given opportunity to make application, and no position shall be filled until all properly submitted applications have been considered. The Board will give consideration to the professional background and attainments of all applicants.

ARTICLE XVI

HOME TEACHING

- 16.1 Home-teacher assignments, when needed, are made through the office of the Director of Pupil Personnel Services. Priority is given to the teachers of this District, unless none possesses special expertise that may be needed. The rate for home instruction will be: 2011-2013 - \$33.50 and 2013-2014 - \$34.50 per hour of assignment.

ARTICLE XVII

TEACHER EVALUATION

- 17.1 A teacher shall have the right to see his formal observation report, and shall have the right to a signed copy of any formal observation report.
- 17.2 Nothing in a teacher's file will be used in disciplinary proceedings unless the teacher has received a copy prior to any hearing for discipline.
- 17.3 Nothing in this Article is to be construed as altering or bypassing the tenure provisions of New Jersey Statutes Annotated, Title 18A.
- 17.4 All formal observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. This is not to preclude informal observations concerning the caliber of a teacher's performance and/or work by administrators approved by the Board. All formal observations of the work performance of a teacher shall be conducted in accordance with the provisions of the tenure/non-tenure teacher evaluation statutes. Both parties to this Agreement understand that formal observations are but one portion of the overall evaluation of a teacher's work performance.
- 17.4:1 The first formal observation shall be conducted prior to January 15th for non-tenured teachers and March 15th for tenured teachers.
- 17.4:2 The minimum required number of formal observations shall be completed prior to June 1.
- 17.4:3 The evaluation conference shall be held not sooner than two (2) school days and not later than five (5) school days after the formal observation.
- 17.4:4 Teachers shall receive a draft of the formal observation report within six (6) school days after the conference (barring absence of the evaluator).
- 17.4:5 An additional post observation conference may be scheduled at the option of either the teacher or the evaluator after the written observation is received by the teacher.
- 17.4:6 Teachers shall have the right to submit, within ten (10) school days after the conference, performance data which the evaluator has not included in the formal observation report.
- 17.4:7 The annual summary conference shall be held prior to the last ten (10) school days of the year. A teacher shall have the right to have an Association representative present at the annual summary conference.
- 17.4:8 No observations shall be conducted on Back to School Night, on conference days, or any shortened student day unless the teacher agrees to such evaluation.

ARTICLE XVIII

TEACHER FACILITIES

- 18.1 Storage space will be provided in each classroom for materials and supplies. In addition, each classroom will have a filing facility, chair, desk, adult dictionary, chalkboard space, and sufficient materials for performance of teaching responsibilities. In addition, provision will be made in each school for a faculty lounge area which shall be regularly maintained.
- 18.2 Well-lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms, will be provided in each school whenever practicable, and an examination will be made for modifications of existing facilities to incorporate the foregoing.
- 18.3 Teachers shall have keys to their rooms and shall maintain possession of same during the year. Keys shall be returned at the end of the year at check-out time. A sign-out register for a building key shall be maintained in each school office for teachers who wish to return to the building for extra work without compensation. Granting permission for the issuance of such key shall be at the building principal's discretion. In schools of this system where there is but one office computer, an additional computer will be provided by the Board and shall be available for teacher usage when performing tasks necessary to their teaching duties.
- 18.4 Dry copiers or other reproductive machines and computers in the faculty rooms of the Manalapan-Englishtown Regional School System shall be maintained in operating order by the Board.
- 18.5 Suitable provisions will be made by the Board for each teacher to store coats, overshoes, and personal articles.
- 18.6 Teachers who work in more than one school building shall be assigned a classroom or office for their use outside of regular teaching hours. Such a facility will include a desk or other equivalent furniture and a place to store materials and supplies for use in preparing or implementing teaching assignments. More than one teacher may be assigned to a room.
- 18.7 Upon the request of the Association, a reasonable number of vending machines shall be installed in the teachers' lounges. The profits from such machines shall be placed in the Association's funds, and all related expenses, including cost of purchase, will be borne by the Association.
- 18.8 The Board will provide uniforms as follows:
- | | | |
|----|------------------------|------------------------------|
| a. | Middle School Science: | Aprons |
| b. | Art Teachers: | Smocks |
| c. | Industrial Arts: | Coat or Apron as appropriate |
| d. | Life Skills: | Coat or Apron as appropriate |

ARTICLE XIX

LIAISON COMMITTEE

- 19.1 A committee comprised of two (2) members of the Board and eight (8) representatives of the Association (one from each school and one from Pupil Personnel Services), shall meet with the Superintendent, as Chairperson, and the Assistant Superintendent for Personnel, on five (5) occasions of mutual convenience during the school year to discuss and make recommendations to the Board of Education, including, but not limited to the following subjects:

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

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

ARTICLE XX

INSTRUCTIONAL COUNCIL

- 20.1 The Instructional Council shall continue to function during the term of this Agreement.
- 20.2 The council shall be made up of seven (7) persons, three (3) of whom shall be appointed by the Superintendent and three (3) by the Association; the Superintendent, the seventh member, shall serve as the Chairperson. All members, except the Chairperson, shall have one vote.
- 20.3 The council's purpose shall be to discuss and make recommendations to the Board concerning but not limited to: curriculum, teaching techniques, instructional organizational patterns, experimentation, extra-curricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the District, teacher recruitment, research, educational specifications for buildings, and other related matters regarding the effective operations of the School District.
- 20.4 Nothing in this Article shall be interpreted to prevent the council from consulting or appointing to its committees such additional teachers, administrators, professional advisors, students, parents, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes. In the event the professional consultants are desired, the Board may provide adequate funds to pay for each service.

- 20.5:1 The council shall establish its own rules of procedure.
- 20.5:2 This council shall be advisory in nature.
- 20.5:3 All reports of the council shall be forwarded to the Board and the Association for consideration. The Board and the Association shall respond thereto in writing. Determination by the Board shall not be subject to the grievance procedure.

ARTICLE XXI

SICK LEAVE

- 21.1:1 The Board shall grant ten (10) days of sick leave per year to each full-time (full-year) teacher. For teachers employed less than full-time (full-year), sick leave shall be pro-rated to the portion of the full year worked. The full sick leave entitlement shall be credited to the teacher's record as of the first day of employment or change in employment status. There shall be no retroactive adjustment of a teacher's pay if the teacher utilizes the full entitlement and then has his work year reduced.
- 21.1:2 Unused sick leave days shall accumulate without limit. A record of sick-leave accumulation shall be issued each teacher by September 30th. This record shall list the name of the teacher and his record of accumulated sick leave with a place for signature indicating the correctness of the record. A copy is supplied the teacher and the signed copy is for his personal file. When accumulated sick leave is exhausted, the Board shall pay the difference between the teacher's salary and the substitute's pay, after consideration in each individual case per Title 18A:30-7. This is now necessary per the Commissioner of Education's decision in Hutchenson v. Totowa.
- 21.2 Teachers who retire, qualify for benefits, and file formal retirement papers with the TPAF shall be eligible for severance pay based on accumulated unused sick leave and converted personal day in accordance with the following:

- 21.2:1 Severance pay shall be calculated according to the following formula:

$$\frac{1^{\text{st}} \text{ to } 150^{\text{th}} \text{ days}}{2} \quad \times \quad \text{substitute pay rate} = A$$

$$\frac{(151^{\text{st}} \text{ or more days})2}{3} \quad \times \quad \text{substitute pay rate} = B$$

$$A + B = \text{Total Amount Due}$$

- 21.2:2 The severance pay shall be paid by separate check within thirty (30) calendar days of July 1st, provided written notice of retirement is given by the end of the first workday in January prior to retirement for budgetary purposes. Notification after the first work day in January will result in the severance pay being paid in the fiscal year following retirement.

21.2.3 The maximum severance pay per teacher shall not exceed \$10,000.

ARTICLE XXII

TEMPORARY LEAVES OF ABSENCE

- 22.1 Teachers shall be entitled to two (2) days' leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate supervisor for personal leave shall be made in writing at least one (1) week before taking such leave (except in cases of emergencies, where, application with reasons shall be made as soon as possible after return to duty), and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. The days shall not be taken at the beginning or end of a holiday or school closing. Personal days shall not be granted on days that coincide with the discretionary days set forth in Section 22.3. Granting of the days of leave shall be in accordance with the operational needs of the school as defined by the Superintendent.
- 22.1:1 Unused personal days will be converted to accumulated sick leave days and added to the teacher's accumulated sick leave record.
- 22.2 Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.
- 22.2:1 In case of death in the immediate family, an employee may be granted up to a maximum of seven (7) consecutive calendar days per occurrence without loss of pay. The immediate family shall be defined as spouse, child, parent (including foster and step), sibling, in-law of the same relationship, grandparent, grandchild, and persons residing in the household.
- 22.2:2 In the case of a person called into short-term temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session, a teacher shall be paid as required by law.
- 22.2:3 In the case of critical illness, the employee may be granted up to a maximum of five (5) school days per occurrence for different critically ill individuals and/or different illnesses. The immediate family shall be defined as spouse, parent (including foster and step), child, sibling of the employee, and persons residing in the household.
- 22.2:4 Up to two (2) professional days shall be granted for matters of benefit to the Manalapan-Englishtown Regional School System. Teachers will be required to give a minimum of five (5) school days notice prior to a professional day. The reason for the professional day and its location must be stated and related to their job. The Superintendent or his/her designee shall grant the days in accordance with the criteria contained herein. Professional days will only be approved for learning or growth experiences as determined by the Superintendent or his/her designee.

Professional days that qualify for a teacher's 100 hours, as determined by the teacher's PIP, will be approved. Not more than ten percent (10%) of the teachers assigned to the building will be granted professional days on the same day. Child study team members shall not be included in either the total number of teachers in a building or ten percent (10%) limitation on teachers eligible for a professional day within a building. Teachers taking professional days will be reimbursed up to fifty dollars (\$50.00) per year for verified mileage and registration fees. The reimbursement shall also be applicable to conferences and workshops that are attended on non-school days or after school hours provided the conference or workshop is approved in advance in accordance with the criteria contained herein.

- 22.2:5 Time necessary for any legal proceeding connected with the teacher's employment or with the school system except if the teacher's appearance is necessary to attend a legal proceeding which the teacher has initiated against the school system.
- 22.3 Additional days required for personal leave and approved by the Superintendent shall be deducted from salary at the rate of one two-hundredth (1/200) of yearly salary.

ARTICLE XXIII

EXTENDED LEAVES OF ABSENCE

- 23.1 A leave of absence without pay for up to two (2) years shall be granted to tenured teachers who join the Peace Corps, VISTA, or the National Teachers Corps, who serve as full-time or exchange or overseas teachers, or who accept a Fulbright Scholarship or pursue further full-time graduate studies. Sixty (60) days' notice shall be required in writing requesting the leave. All fringe benefits shall cease for the duration of the leave. All leaves taken pursuant to this section of the Agreement must be for either (a) a full school year, or (b) a half-year beginning either on September 1st or February 1st.
- 23.2 For any teacher who is inducted into or enlists in any branch of the Armed Forces of the United States, military leave without pay shall be granted for the period of said induction or initial enlistment, if in accordance with the law.
- 23.2:1 Upon return from leave granted pursuant to section 23.2 of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leave shall not count toward fulfillment of the time requirements for acquiring tenure.
- 23.3 A teacher shall notify the Superintendent of her pregnancy in writing at least *ninety (90)* days prior to the start of any medical or child-rearing leave associated with pregnancy. The period of medical disability shall be as certified by medical authorities. The notice shall include the anticipated starting and terminating dates of the leave. If requested, paternal or maternal child-rearing leave shall start at the end of the period of maternal disability associated with the

pregnancy and shall terminate on February 1st of the school year in which the leave is initially granted on or September 1st of any school year thereafter. Child-rearing leave shall not exceed twenty-four (24) months after the conclusion of the school year in which the leave is initially granted.

- 23.4 A teacher, prior to her return, must provide written professional substantiation by her medical doctor of ability to perform her duties.
- 23.5 Any teacher adopting an infant child may receive similar leave which shall commence upon her receiving actual custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
- 23.6 No teacher on maternity or adoption leave shall, on the basis of said leave, be denied the opportunity to substitute in the Manalapan-Englishtown Regional School District in the area of her certification or competence in accordance with the Board's policies with regards to substitute service.
- 23.7 All other benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored upon return from leave and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position, if available.
- 23.8 All extensions or renewals of leaves shall be applied for in writing in accordance with the timelines stated in this Agreement and shall be judged by the same standards as specified in this Agreement.
- 23.9 A teacher on tenure may be granted a leave of absence without pay for one (1) year to teach in an accredited college or university, private school, or other public school district with the written approval of the Superintendent. All leaves taken pursuant to this section of the Agreement shall be taken for complete school years beginning September 1st.
- 23.10 A teacher shall not receive increment credit for time spent on a leave granted, except for military leave nor shall such time count toward the fulfillment of the requirements for acquiring tenure.
- 23.11 Teachers on unpaid leaves of absence shall not be eligible for the economic benefits provided by this Agreement and paid for by the Board. However, the teacher shall have the right to pay for insurance benefits in accordance with the rules established by each insurance carrier.
- 23.12 Notice of intention to return from leave must be submitted prior to May 1st of each school year. Teachers who give notice and experience a life altering event will be given first preference for open teaching positions.

ARTICLE XXIV**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- 24.1:1 The Board, except as noted in Article 24.2, shall pay the actual cost of tuition up to a maximum rate per credit hour equal to the credit hour cost at New Jersey State Colleges. Such reimbursement shall not exceed a maximum of eighteen (18) credit hours in any one (1) year nor more than six (6) credit hours per semester when school is in session. The Board's total tuition cost shall not exceed \$100,000.
- 24.1:2 A teacher will not be eligible for tuition reimbursement until he/she has been employed for at least three (3) years.
- 24.2 If the tuition credit cost of New Jersey State Colleges is increased by said institutions, then the Board shall reimburse teachers for completion of courses per this Agreement at a rate that is the average credit cost for all said schools at the time the course is taken.
- 24.3 Effective July 1, 2012, N.J.S.A. 18A:6-8.5 provides guidance to school districts with respect to tuition reimbursement. The following guidelines will be used for approval of tuition reimbursement for teachers.
- 24.3:1 All courses, to qualify for reimbursement, must have the approval of the Superintendent of Schools.
- 24.3:2 Courses required for the completion of elementary certification requirements will not be reimbursed.
- 24.3:3 The course for which the teacher seeks reimbursement:
- [a] must be a course in education [not administration] in an advanced degree program in which the teacher has matriculated and must be related to the teacher's current or future responsibilities in his/her current assignment: or
 - [b] must be a course in education [not administration] outside of a specific advanced degree program but within the teacher's current or future responsibilities in his/her current assignment: or
 - [c] must be a course in education [not administration] leading to a degree or certification in the areas of child psychology, guidance counselor, or learning disabilities teaching consultant: or
 - [d] may be a course in a related area of educational specialization or administration, based upon the needs of the District.
- 24.3:4 The tuition reimbursement application form shall provide a section for the employee to provide the description of the course for which the teacher seeks tuition reimbursement to demonstrate how it meets the requirements of either 24.3:3 [a], [b] or [c] above.
- 24.3:5 Under 24.3:3 [d] above, courses will not be approved for tuition reimbursement that are taken by the teacher to seek a new certification and/or endorsement unless the

Superintendent or his/her designee determines that it can be demonstrated that the coursework for the new certification and/or endorsement will be of specific benefit to the teacher and to the District.

- 24.3:6 The Superintendent's or his/her designee's determination of specific benefit when determining whether to give special consideration for courses under 24.3:3 [d] above will be conclusive and will not be subject to appeal or arbitration.
- 24.4 Following approval as specified in Article 24.3, teachers shall be eligible to receive advanced payment of the tuition cost at the sole discretion of the Superintendent and based upon special need. Teachers shall also be required to present a bill or certified statement from the college. The check shall be made during the next bill payment cycle following receipt by the Board Secretary. A teacher must receive a passing grade or the teacher will be required to reimburse the Board. Reimbursement will be made by payroll deduction over four (4) months. Teachers who do not return to the District in September shall be required to repay the Board for the advanced tuition at the time of resignation.
- 24.5 Effective July 1, 1994, teachers who are in the district mentor program shall be compensated as per State guidelines. Participation in this program shall be voluntary.

ARTICLE XXV

PROTECTION OF TEACHERS AND PROPERTY

- 25.1 In accordance with Title 18A-6:1, New Jersey Statutes, Annotated, no teacher shall inflict or cause to be inflicted corporal punishment upon a pupil attending the Manalapan-Englishtown Regional System's schools; but any such teacher may, within the scope of his employment, use and apply such amounts of force as is reasonable as necessary:
- (1) to quell a disturbance that threatens physical injury to others;
 - (2) to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
 - (3) for the purpose of self-defense; and
 - (4) for the protection of persons or property.
- 25.2 Such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intent of this Article.
- 25.3 Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

ARTICLE XXVI**MAINTENANCE OF CLASSROOM CONTROL**

- 26.1 A Faculty Handbook for teachers outlining how to handle behavioral problems of students shall, if not already in their possession, be distributed to all teachers by October 1st of the school year, if the Handbook is changed.
- 26.2 When, in the judgment of a teacher, a student is a severe behavioral problem seriously disrupting the instructional program to the detriment of other students, or when, in the judgment of a teacher, a student requires the specialized attention of an administrator, a Child Study Team, a physician, or other specialist, then such teacher shall refer the student for professional consideration and treatment of the problem. The administration shall arrange a conference between the teacher and the specialist(s) concerned.

ARTICLE XXVII**INSURANCE**

- 27.1 Coverage under this Article is understood to be appropriate to each teacher eligible and entitled to such coverage. It is further understood that such coverage shall be effective for each teacher when the carrier(s) can so provide.
- 27.2:1 The Board will provide medical, surgical, major-medical, and out-patient insurances through the School Employees Health Benefit Program (hereafter cited as “the Plan including enrolling of former employees who are currently on the Board’s insurance roster.)
- 27.2:2 The Board shall provide dental insurance coverage through the Delta Plan, Program 2B/Ortho 3. Effective July 1, 2001, the co-insurance on basic benefits shall increase from fifty percent (50%) to sixty percent (60%) and the employee’s share shall reduce to forty percent (40%). Effective July 1, 2001, the maximum annual insurance payment shall increase to \$2100 per person.
- 27.2:3 The Board will pay one hundred percent (100%) of the premium for each employee enrolled in the insurance programs specified in Sections 27.2:1 and 27.2:2 plus ninety percent (90%) of the premium cost for any dependents the employee elects to enroll in the insurance programs specified in Sections 27.2:1 and 27.2:2 (medical and dental).

Effective July 1, 2004, the Board will pay one hundred percent (100%) of the premium for each employee and his/her dependents enrolled in the district dental plan specified in 27.2:2.

In recognition of the impact of Chapter 78, the 10% contribution for dependent medical coverage shall be eliminated February 1, 2013.

Should the provisions of Chapter 78 be repealed or expire, the 10% contribution for dependent medical coverage shall be reinstated. The contribution shall be reinstated at the rate of 5% when Chapter 78 is repealed or expires and at 10%, six [6] months later.

27.3 During the period from July 1, 1985 to December 31, 1985 and any time thereafter that health insurance is provided for actively employed teachers through a private insurance carrier, the Board shall pay full coverage hospitalization, surgical, major medical, and out-patient benefits (Rider J) with no decrease in benefits in effect on September 14, 1977 and previously held for teachers, after retirement from the Manalapan-Englishtown Regional School System who elect and are entitled to participation. This item is not intended to retroactively provide coverage for any teacher presently retired who is not already benefiting from this provision, nor is it intended to deprive benefits to a retiree already receiving benefits. Entitlement to insurance coverage provided by this Section shall be as follows:

- (a) Teachers hired prior to September 1, 1972 must complete fifteen (15) years of service in the District;
- (b) Teachers hired between September 1, 1972 and August 31, 1983 must complete twenty (20) years of service in the District; and
- (c) Teachers employed on or after September 1, 1983 must reimburse the Board if the individual elects to continue in the program;
- (d) Teachers who fail to meet the years-of-service requirements in sub-section (a) or (b) above and elect to continue in the program must reimburse the Board.

27.4 Flexible Spending Plan

- 27.4:1 Effective 1/1/02, and each calendar year thereafter for the duration of the contract, the Board shall provide each employee with the opportunity to enroll in a flexible-spending plan for dependent care and/or unreimbursed medical expenses.
- 27.4:2 The Board under the guidelines of the Public School Contracts Law will choose the Company who will administer the plan on behalf of the Board.
- 27.4:3 Employees who elect to enroll in the plan must abide by the IRS section 125 rules and regulations.
- 27.4:4 The Board establishes the limits of each plan as follows for those employees who wish to participate in the I.R.S. §125 F.S.A.:

	<u>Minimum Deduction</u>	<u>Maximum Deduction</u>
Dependent Care	\$250.00	\$5,000.00
Unreimbursed Medical	\$100.00	\$ 750.00

- 27.4:5 Employees who wish to enroll in the program will have the amount elected deducted from their paycheck each month enrolled on a pre-tax basis.

- 27.4:6 Employees who wish to enroll in the program will have deducted from their paycheck an administrative fee for each month they are enrolled in the plan. The Company will determine this administrative fee.
- 27.4:7 The Board will pay the setup charges for the plan and the annual renewal fees.
- 27.4:8 The Board will file the annual forms required by the IRS.
- 27.4:9 Employees who do not use all of the money in their account by the end of the calendar year will forfeit any balances to the Board.
- 27.4:10 The premium only portion of Chapter 125 shall become effective as soon as possible.

ARTICLE XXVIII

DEDUCTIONS

- 28.1 Deduction from each teacher's salary shall be in accordance with New Jersey Statutes for the following:
1. Summer Pay Plan
 2. Tax-Sheltered Annuity
 3. Pension and Annuity Funds and Loan Repayment
 4. Contributory Insurance
 5. Association Payroll Deduction
 6. Prudential Disability Insurance
 7. Agency Fee (See Article XXIX).
- 28.2 The Board shall deduct from the salaries of its teachers dues for the Manalapan-Englishtown Education Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association as such teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Manalapan-Englishtown Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to, and time sufficient for effectuation of, such change.

ARTICLE XXIX

AGENCY FEE

- 29.1 That all persons hired by the District on or after November 1, 1991 shall be required to pay an agency fee to the MEEA. That those current employees of the District who are not dues paying members of the MEEA are excluded from any requirement that they join the MEEA or pay an eighty-five percent (85%) Agency Fee.
- 29.1:2 Should any such excluded individual hereafter join the MEEA, or pay an Agency Fee their exclusion from paying an Agency Fee shall be ended and they can no longer be excluded from the Agency Fee requirements.

Purpose of Fee

- 29.2 If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

Amount of Fee/Notification

- 29.3 Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

Deduction and Transmission of Fee/Notification

- 29.4:1 On or about the 15th of September of each year the Board will submit to the Association, a list of all employees in the bargaining unit. On or about October 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

Payroll Deduction Schedule

- 29.4:2 The board will deduct from the salaries of the employees referred to in Section 4:1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in October.

Termination of Employment

- 29.4:3 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 the Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

Mechanics

29.4:4 Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will as nearly as possible be the same as those used for the transmission of regular membership dues to the Association.

Changes

29.4:5 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 more than ten (10) days after the Board received said notice.

New Employees

29.4:6 On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death. No retro beyond the date of hire.

Indemnification and Save Harmless Provision

Liability

29.5:1 The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

Exception

29.5:2 It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE XXX

MISCELLANEOUS PROVISIONS

- 30.1 The board of Education and the Association shall carry out all of the commitments contained herein.
- 30.2 Except as herein defined within this Agreement all terms and conditions of employment applicable of the effective date of this Agreement to employees covered by this Agreement and past practice

enjoyed by either party to this Agreement shall continue in effect during the terms of this Agreement. The parties to this Agreement specifically acknowledge and agree to the standardized points which constitute the definition of past practice as follows:

1. consistent and ascertainable conduct,
2. engaged in for some reasonable length of time,
3. of which both parties are aware,
4. which does not vary the express written terms of this contract,
5. which is in response to a given set of specific circumstances and conditions, and
6. which is applicable on a district wide or building wide basis, shall continue to be so applicable during the term of this Agreement.

- 30.3 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.
- 30.4 The board continues to retain the right to refuse increments and/or salary adjustment for unsatisfactory service.
- 30.5 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.
- 30.6 Any changes or modifications in terms and conditions of employment will be made only through negotiations by the Board and by the Association.
- 30.7 A section(s) of this Agreement may be reopened for negotiation only if mutually agreed upon by both parties to this Agreement.
- 30.7:1 Five hundred (500) copies of this Agreement will be printed at equally-shared costs.
- 30.7:2 The Association reserves the right to, with the consent of the Board, reorder Articles within this Agreement, reorder paragraphs within Articles, reorder numbers or letters of paragraphs, and index this Agreement prior to the aforementioned printing.
- 30.8 There shall be no reprisals by the Board, Administration, or Association taken against any participants or non-participants in the job actions occurring before or after school on September 6 or 16 or all day on September 12, 1977, not including the loss of pay on September 12, 1977.

ARTICLE XXXI

DURATION

This Agreement shall be effective July 1, 2011 and shall continue in effect until June 30, 2014.

MANALAPAN-ENGLISHTOWN
EDUCATION ASSOCIATION

Anthony R. Bergamino
President

Kathy Seepers
Negotiations Chairperson

03/07/13
Date

MANALAPAN-ENGLISHTOWN
BOARD OF EDUCATION

Donna Wey
President

Donna Wey
Board Secretary

3/8/13
Date

Schedule A-1**Teacher Guide: 2011-2012**

10-11 step	11-12 step	BA	BA+30	MA	MA+30
1	1-2	\$52,404	\$54,704	\$56,404	\$59,054
2	3	\$52,554	\$54,854	\$56,554	\$59,204
3	4	\$52,879	\$55,179	\$56,879	\$59,529
4-5	5-6	\$53,184	\$55,484	\$57,184	\$59,834
6-7	7-8	\$53,719	\$56,019	\$57,719	\$60,369
8-9	9-10	\$54,539	\$56,839	\$58,539	\$61,189
10	11	\$55,579	\$57,879	\$59,579	\$62,229
11	12	\$56,774	\$59,074	\$60,774	\$63,424
12	13	\$59,099	\$61,399	\$63,099	\$65,749
13	14	\$61,469	\$63,769	\$65,469	\$68,119
14	15	\$65,379	\$67,679	\$69,379	\$72,029
15	16	\$69,194	\$71,494	\$73,194	\$75,844
16	17	\$73,544	\$75,844	\$77,544	\$80,194
17	18	\$78,044	\$80,344	\$82,044	\$84,694
18	19	\$82,794	\$85,094	\$86,794	\$89,444
19	20	\$86,514	\$88,814	\$90,514	\$93,164

NOTE:

For 2011-2012, all staff who were employed during the 2010-2011 school year move to the appropriate step as re-numbered.

Schedule A-2

Teacher Guide: 2012-2013

This guide is implemented on February 1, 2013.

11-12 step	12-13 step	BA	BA+30	MA	MA+30
	1	\$54,329	\$56,629	\$58,329	\$60,979
1-2	2-3	\$54,829	\$57,129	\$58,829	\$61,479
3	4	\$55,329	\$57,629	\$59,329	\$61,979
4	5	\$55,829	\$58,129	\$59,829	\$62,479
5-6	6-7	\$56,329	\$58,629	\$60,329	\$62,979
7-8	8-9	\$57,344	\$59,644	\$61,344	\$63,994
9-10	10-11	\$58,369	\$60,669	\$62,369	\$65,019
11	12	\$59,569	\$61,869	\$63,569	\$66,219
12	13	\$61,869	\$64,169	\$65,869	\$68,519
13	14	\$64,244	\$66,544	\$68,244	\$70,894
14	15	\$67,464	\$69,764	\$71,464	\$74,114
15	16	\$70,934	\$73,234	\$74,934	\$77,584
16	17	\$74,654	\$76,954	\$78,654	\$81,304
17	18	\$78,624	\$80,924	\$82,624	\$85,274
18	19	\$82,844	\$85,144	\$86,844	\$89,494
19 - 20	20	\$87,314	\$89,614	\$91,314	\$93,964

NOTE:

All staff employed during the 2011-2012 school year remain at their 2011-2012 step and salary for September 1, 2012 through January 31, 2013.

All staff employed during the 2011-2012 school year shall be moved to the next step effective February 1, 2013. Steps are re-numbered as shown.

All staff newly hired in 2012-2013 shall remain on the same step as they were hired on for the entire 2012-2013 school year. Only these employees shall move up one [1] step, if qualified, effective September 1, 2013.

Schedule A-3

Teacher Guide: 2013-2014

12-13 step	13-14 step	BA	BA+30	MA	MA+30
1	1-2	\$54,329	\$56,629	\$58,329	\$60,979
2-3	3-4	\$54,829	\$57,129	\$58,829	\$61,479
4	5	\$55,329	\$57,629	\$59,329	\$61,979
5	6	\$55,829	\$58,129	\$59,829	\$62,479
6-7	7-8	\$56,329	\$58,629	\$60,329	\$62,979
8-9	9-10	\$57,344	\$59,644	\$61,344	\$63,994
10-11	11-12	\$58,369	\$60,669	\$62,369	\$65,019
12	13	\$59,569	\$61,869	\$63,569	\$66,219
13	14	\$61,869	\$64,169	\$65,869	\$68,519
14	15	\$64,244	\$66,544	\$68,244	\$70,894
15	16	\$67,464	\$69,764	\$71,464	\$74,114
16	17	\$70,934	\$73,234	\$74,934	\$77,584
17	18	\$74,654	\$76,954	\$78,654	\$81,304
18	19	\$78,624	\$80,924	\$82,624	\$85,274
19	20	\$82,844	\$85,144	\$86,844	\$89,494
20	21	\$87,314	\$89,614	\$91,314	\$93,964

NOTE:

Staff members employed during the 2012-2013 school year who moved up one [1] step on February 1, 2013, shall remain on the same step for the entire 2013-2014 school year. Steps are re-numbered as shown.

Staff newly hired in 2013-2014 shall be placed on the appropriate step.

Salary Guide – Years of Experience Chart

Step	10-11 EXP	Step	11-12 EXP	Step 12-13		Step 13-14	
				Effective	2/1/13	Effective	9/1/13
				1	0	1-2	0-1
1	0	1-2	0-1	2-3	1-2	3-4	2-3
2	81	3	2	4	3	5	4
3	2	4	3	5	4	6	5
4-5	3-4	5-6	4-5	6-7	5-6	7-8	6-7
6-7	5-6	7-8	6-7	8-9	7-8	9-10	8-9
8-9	7-8	9-10	8-9	10-11	9-10	11-12	10-11
10	9	11	10	12	11	13	12
11	10	12	11	13	12	14	13
12	11	13	12	14	13	15	14
13	12	14	13	15	14	16	15
14	13	15	14	16	15	17	16
15	14	16	15	17	16	18	17
16	15	17	16	18	17	19	18
17	16	18	17	19	18	20	19
18	17	19	18	20	19+	21	20+
19	18+	20	19+	20	19+	21	20+

HONORARIA: Athletics	11-12	12-13	13-14
Athletic Director	\$7,065	\$7,241	\$7,422
Baseball [2]	\$3,145	\$3,223	\$3,304
Basketball 7th & 8th, Boys & Girls (4)	\$4,744	\$4,863	\$4,984
Cheerleading	\$4,018	\$4,118	\$4,221
Cross Country Boys & Girls (2)	\$3,145	\$3,223	\$3,304
Field Hockey	\$2,877	\$2,949	\$3,023
Soccer Boys & Girls (2)	\$2,877	\$2,949	\$3,023
Softball	\$3,145	\$3,223	\$3,304
Tennis [2]	\$2,877	\$2,949	\$3,023
Track Boys & Girls (2)	\$3,145	\$3,223	\$3,304
Wrestling	\$4,743	\$4,862	\$4,983
Wrestling - Assistant	\$3,770	\$3,864	\$3,961

Activities Supervisor

Choir, Track, Wrestling, Basketball [Single Game]	\$46	\$47	\$48
Intramural Coach (Per Day)	\$50	\$51	\$53
Pre-Game Activities Supervisor (Per Day)	\$23	\$24	\$25
Soccer, Baseball, Softball, Basketball [Dbl Hdr]	\$49	\$50	\$51

District/Building Coordinators

Audio-Visual - Hardware K-6 (6)	\$1,921	\$1,969	\$2,018
Audio-Visual - Hardware MEMS	\$3,088	\$3,165	\$3,244
Audio-Visual - Software (7)	\$3,026	\$3,102	\$3,180

After School Student Activities

After School Homework Club (8)	\$2,370	\$2,430	\$2,490
Choir Coach - Per Group (6)	\$1,160	\$1,189	\$1,218
Drama Coach	\$2,035	\$2,086	\$2,138
Future Teachers of America	\$1,224	\$1,255	\$1,286
History Day Coordinator	\$1,684	\$1,726	\$1,769
Honors Jazz Band	\$2,035	\$2,086	\$2,138
Honors Percussion Band	\$2,035	\$2,086	\$2,138
Honors String Ensemble	\$2,035	\$2,086	\$2,138
Light Tech (+ Hrly. Rate - Eve/Wkend)	\$1,166	\$1,195	\$1,225
Light Tech – Assistant (+Hrly rate - Eve/Wknd)	\$875	\$897	\$919
Math Challenges	\$2,859	\$2,931	\$3,004

Honoraria [continued]	11-12	12-13	13-14
Math Challenges - Assistant	\$1,595	\$1,635	\$1,676
Musical Production	\$3,351	\$3,434	\$3,520
Musical Production - Assistant	\$2,550	\$2,614	\$2,679
National Honor Society	\$2,245	\$2,301	\$2,359
Newspaper (4)	\$2,284	\$2,341	\$2,399
Odyssey of the Mind/Regional (11)	\$2,323	\$2,381	\$2,440
Odyssey of the Mind/State (Additional)	\$463	\$475	\$487
Odyssey of the Mind/World (Additional)	\$463	\$475	\$487
Science Fair (2)	\$3,350	\$3,433	\$3,519
Student Activities	\$2,673	\$2,740	\$2,809
Talent Show (3)	\$875	\$897	\$919
Tournament of Champions	\$2,183	\$2,237	\$2,293
Yearbook	\$2,550	\$2,614	\$2,679
Young Astronauts (3)	\$2,225	\$2,280	\$2,337

Attachment A

Manalapan-Englishtown Education Association Grievance Form

TO:

FROM:

BLDG(S):

RE:

LEVEL(S):

DATE FILED:

DATE GRIEVANCE OCCURRED:

1. Specific statement and description of grievance including sections of the contract violated and the extent of the injury or loss or inconvenience.

The contract...

Among other contractual violations this action is in direct violation of Article ... and any and all other Articles, Board Policies, Regulations, past practices, and State and Federal Statutes that may be relevant to the instant matter.

2. Relief sought:

Signatures:

MEEA Grievance Chair

CC: file
UniServ