

**NEGOTIATION AGREEMENT**  
**1988-1991**

**TOMS RIVER**  
**EDUCATION ASSOCIATION**



**TOMS RIVER**  
**BOARD OF EDUCATION**

(Employer)



X July 1, 1988 - June 30, 1991

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# SECTION I GENERAL PROVISIONS

Applies to all

## PREAMBLE

This Agreement entered into the 1st day of July 1988 by and between the Board of Education of the Toms River School District, Dover Township, New Jersey, hereinafter called the "Board" and the Toms River Education Association, hereinafter called the "Association".

## ARTICLE 1 - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all personnel whether under contract or on leave, employed on behalf of the following unit:

- Classroom Teachers
- Special Teachers which include Guidance Counselors, Librarians, Learning Disabilities Specialists, Social Workers and Speech Correctionists
- Nurses
- Senior Secretaries
- Secretaries
- Attendance Officers
- Special Education/Basic Skills Pupil Aides
- Psychologists hired after June 30, 1981
- ASAP Counselors — working conditions as per past practice
- Supplemental Teachers — See Addendum A

but excluding:

- Administrators
- Supervisors of Instruction
- School Psychologists
- Custodians
- Cafeteria Employees
- Transportation Employees
- All Other Employees of the Board

F. Except as this Agreement shall hereinafter provide, all terms and conditions of employment applicable on the effective date of this Agreement shall remain in full force and effect except that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

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

### **ARTICLE 3 GRIEVANCE PROCEDURE**

**A. Definition:**

A "Grievance" shall mean a complaint by an employee that there has been to him a personal loss, injury, or inconvenience because of a violation, misinterpretation or inequitable application of Board policy, of this Agreement, or of any administrative decision affecting members.

A grievance, to be considered under this procedure, must be initiated in writing by the employee within thirty (30) calendar days from the time when the member knew or should know of its occurrence.

**B. Procedure:**

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

(b) It is understood that employees 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.

2. The Association may process a grievance through all levels of the grievance procedure

submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, they shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision, except in the case of grievance involving any of the following points:

(a) A complaint of a non-tenured employee which arises by reason of his not being re-employed.

(b) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education such as, but not limited to, questions on tenure, increment denial, or suspension.

(c) A complaint by any employee 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.

(d) Any matter which, according to law, is either beyond the scope of Board authority or limited to action by the Board alone, except as limited by Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act.

(e) A complaint by an employee occasioned by the withholding of a salary increase or increment.

8. For those items specified as non-arbitrable, the Board shall if requested by the grievant, meet and hear the grievant's position. In the specific case of a non-tenure employee who grieves by virtue of not having received a

grievance, the Association shall at the time of the submission of the grievance to the Superintendent or any later level be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered. A copy of the principal's written decision made in response to a written grievance shall be given to the Association immediately.

(3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

(d) 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 ( $\frac{1}{2}$ ).

#### **ARTICLE 4**

##### **EMPLOYEE RIGHTS**

A. Pursuant to Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any member in the enjoyment of any rights conferred by Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, or other laws of New Jersey, or the Constitution of New Jersey and the United States.

B. No employee shall be disciplined or reprimanded without just cause. Any such actions asserted by the Board, or any agent or representative thereof, shall be subjected to the grievance procedure herein set forth.

shall not interfere with or interrupt normal school operations and that the administration has been duly notified and approval has been secured.

D. The Board agrees to furnish to the Association the agenda and minutes of all Board meetings and the names and addresses of all employee members.

E. The Association and its representatives shall be permitted to use school buildings in accordance with Board policy.

F. The Association may be permitted to use school building equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for damage which they cause to the equipment.

G. The Association shall be permitted to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board or from existent stock if such is available. In either event, a purchase order is required.

H. The Association shall have, in each school building, the exclusive use of a bulletin board in each staff lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association typed and meeting notices provided copies are presented in advance of posting to the appropriate administrator.

I. The Association shall be permitted to use the interschool mail facilities and school mailboxes.

J. If the Association President or his designee is a teacher, they shall be assigned on the basis of four (4) period block teaching day and shall be released from all non-teaching duties. Upon notification to his principal, he may leave his building to perform Association business. If he enters another school, he must notify the principal immediately of his presence, and he cannot interfere with normal school activities or with a member in the

30th providing a master contract has been negotiated by that time.

E. At the beginning of each month, the Board will provide the T.R.E.A. with a list of personnel additions and changes.

F. An employee who uses his/her personal car for approved school business will be reimbursed at the rate of twenty-five (25) cents per mile for the school year 1988-1989 through 1990-1991.

G. Consistent tardiness on the part of any employee shall result in disciplinary action.

### **ARTICLE 8 - EMPLOYEE ASSIGNMENT**

A. In filling a vacancy within the negotiation unit, the Board agrees to give due weight to the background and attainments of all applicants, the length of time each has been in the school system and other relative factors. The Superintendent has the authority to hire staff from outside the system as required.

### **ARTICLE 9 - PROMOTIONS**

A. Promotional positions are defined as follows: Positions on the administrative/supervisory levels of responsibility and all vacancies in promotional positions, including specialist and/or special project teachers, pupil personnel workers, positions in programs funded by the Federal government and vacancies in evening school and summer school shall be adequately publicized by the Superintendent in accordance with the following procedures:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall

Superintendent. When possible, appointments shall be made not later than sixty (60) days after the notice is posted in the schools or the giving of notifications to the interested members. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

## **ARTICLE 10 - EMPLOYEE EVALUATION**

A. 1. Employee evaluations shall be conducted consistent with statutory and code requirements.

2. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

(a) The evaluation of employees is to be done by appropriate certificated staff members under the direction of the Superintendent or his designee.

(b) An employee shall be given a copy of each evaluation report prepared by his evaluators prior to a post evaluation.

(c) All employees' evaluations will be reduced to writing on the appropriate evaluation report form. The employee may respond to the evaluation with a written response within fifteen (15) days of the post evaluation conference.

Qualitative descriptors will not be used in the attendance evaluation of members. The number of days absent and category will be noted.

(d) The principal of each school will establish a folder for each employee assigned to that school. The principal's copy of evaluations will be kept in this folder. All folders will remain in the possession of the principal. In the event that an employee is transferred to another school within the district, the employee's folder will be forwarded to the receiving principal.

exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

B. In order to permit freedom of access both during and after regular school hours, all employees, upon reasonable request, shall be provided access in the staff lounge and staff work area.

C. Coffee and soda vending machines may be installed where practicable in the employees' lounge, providing such vending machine equipment covers all costs involved in its installation and operation. The operation of said machines is the sole responsibility of the Association and the Association is liable for any damage or custodial service made necessary as a result of their operation.

## **ARTICLE 12 - ASSOCIATION ADMINISTRATION LIAISON**

A. The Association representatives shall meet with the Superintendent and such administrators as he selects, normally once a month, unless it is mutually agreed to extend this period of time, to review and discuss current school problems and practices. The committee shall consist of five (5) representatives appointed by the Association and five (5) representatives appointed from the Administration selected by the Superintendent of Schools. This committee in no way alters or modifies the function of any committee which has been or shall be established by the Administration.

B. Individual school principals shall meet with the Association representatives from that individual school building, normally once a month, unless it is mutually agreed to extend this period of time. The Association and the principal shall agree on a calendar of meetings. These meetings shall in no way disrupt the educational program. Matters that pertain to individual grievances shall not be subject to these meetings. The Association representatives shall number no more than three (3).

2. The Board may ask for an examination by a medical doctor of its own choosing at any time and use the results in reaching a decision when the circumstances so warrant. The cost of such medical examination will be paid by the Board. Employees may not be charged with a sick or personal day for this purpose.

3. The Board may request a doctor's certificate prior to payment of salary of sick leave used.

4. The Board, upon application, will consider hardship cases for extension of sick leave. However, any decision of the Board in such a case shall be final and binding.

C. Written notice of accumulated sick leave days for the previous year shall be placed in each employee's mail box not later than September 15th.

D. All teachers employed full time in the summer school shall be granted two (2) non-accumulative sick leave days to be used exclusively during the summer session applicable.\*

E. All unit employees after twenty (20) years of service in the district will be paid in lieu of accumulated sick leave at the rate of pay for one (1) day for every three (3) days accumulated up to a maximum of five thousand (\$5,000) dollars upon retirement.

F. Should an employee die, while in active service as a member, the Board will pay the employee's estate for any unused accumulated sick leave as provided in (E.) above in addition to any insurance death benefits to which the employee's heirs may be entitled.

\* This pertains to teachers only.

## **ARTICLE 14**

### **TEMPORARY LEAVE OF ABSENCE**

A. All employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year and such days of temporary leave must be taken as either one-half ( $\frac{1}{2}$ ) or one (1) full school day.

designated by the Association shall, upon request, be granted a leave of absence without pay for one (1) year for the purpose of engaging in activities of the Association or its affiliates. Such leave shall be for one (1) school year and shall not be renewable.

B. A leave of absence without pay of up to two (2) years shall be granted to any employee who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any of such programs, or accepts a Fulbright Scholarship.

C. An employee may be granted a maternity leave under one (1) of the following:

1. OPTION ONE: Said leave to be covered by sick leave.

The employee shall return to work when physically able, but within six (6) weeks after birth.

A reasonable notice (at least ten 10 day) shall be given in advance of said leave. A similar notice shall be given by the member prior to returning to work.

2. OPTION TWO: Said leave to be granted without pay.

The employee shall notify the Superintendent of Schools at least sixty (60) days in advance of her leaving to take maternity leave without salary.

If said leave starts prior to the month of January the employee is to return to work at the beginning of the school year of the following September. The return date for a twelve (12) month employee is July 1.

If said leave starts after January 1, the employee is to return to work at the beginning of the school year of the following September or at the beginning of the school year in September of the next succeeding year. The return date for a twelve (12) month employee member is July 1.

In either instance, the employee on leave must notify the Superintendent of Schools by April 1 of her intention to return or not to return to work.

advance during the approved leave of absence.

2. If the employee fails to pay in advance in accordance with Paragraph 1 above, a thirty (30) day grace period shall be allowed and if the three (3) months' payment is not made within this period, coverage shall lapse.

3. On the return to the school system as a regular employee following the granted leave by the Board, the employee shall be reimbursed for the premiums paid that would normally have been paid by the Board for any employee not on leave.

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

I. The Board shall grant a leave of absence for the school year, without pay, to any employee to campaign for or serve in public office, or to campaign for a candidate for public office other than himself.

## **ARTICLE 16**

### **PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT**

A. 1. Continuing Education Unit Credits.

For the 1988-1989 School Year, the practice of awarding staff members Continuing Education Unit Credits for Board of Education approved in-service workshops/programs will be awarded in accordance with the following procedures/guidelines.

(a) Ten (10) contact workshops hours will be required for each earned one (1) Continuing Education Unit Credit.

(b) For every five (5) Continuing Education Unit Credits earned, two hundred and fifty (\$250.00) dollars will be paid to the staff member. This money will be added to the staff member's base salary.

The maximum CEUs allowed per employee is \$1,250 or twenty-five (25) CEUs.

(c) A committee consisting of three (3) members appointed by the Association and three (3) members appointed by the Super-

Every resolution by law, 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.

C. Pursuant to the Statutes of the State of New Jersey, Title 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 duties of such office, position, employment, or student teachers, 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 persons 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. Pursuant to the Statutes of the State of New Jersey, Title 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.

E. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior. This should be done on appropriate forms.

2. Employees shall immediately report to their immediate supervisors cases of assault upon pupils. This shall be done on appropriate forms.

3. Such notification shall be immediately forwarded to the Superintendent by the building principal who shall comply with any reasonable request from the members for any information in the possession of the Superintendent relat-

- (i) Prevailing fee.
- (j) Rider J to Age 23.
- (k) 365 Hospital days.
- (l) Prescription Plan - \$1.00 Co-pay.
- (m) Dental Plan - no deductible.
- (n) Medical emergency.
- (o) Assistant surgeon.
- (p) Optical - Family plan, no deductible, to cover the annual cost of eye examinations, lenses and frames.

The Toms River Board of Education and the T.R.E.A. agree that the Board has the latitude to investigate and implement alternate carriers for prescription drugs, dental and major medical insurance carriers provided that all benefits and acceptability remain equal or better.

B. The Board and the Association shall provide to each employee a description of the healthcare insurance coverage provided under this Article, no later than the beginning of the 1988 School Year, which shall include a clear description of conditions and limits of coverage as listed above.

C. Subject to approval by the carriers, retirees shall be permitted by advance payment to purchase group health insurance at the group rate, at no cost to the Board of Education.

## **ARTICLE 19 DEDUCTION FROM SALARY**

- A. 1. The Board agrees to deduct from the salaries of its members dues for the Toms River Education Association, the Ocean County Education Association, the New Jersey State Education Association, or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Law, 1967 (NJSA 52: 14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the membership chairperson of the Toms River Education Association by

dues shall give the Board written notice prior to the effective date of said change.

3. Additional authorization for dues deduction may be received after August 1st under rules established by the State Department of Education.

4. The filing of notice of an employee's withdrawal shall be prior to December 1st and June 1st and become effective to halt deductions as of January 1st and July 1st next succeeding the date on which notice of withdrawal is filed.

B. The Board agrees to deduct from employees' salaries money for the MON-OC Federal Teachers Credit Union. Any employee may have such deduction discontinued or modified at any time upon sixty (60) days' written notice to the Board.

## **ARTICLE 20 RIGHTS OF THE BOARD**

A. Except otherwise provided in this Agreement and under the provision of Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, the Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public, all the operations and activities of the Toms River School District to the extent authorized by law.

B. Anything to the contrary notwithstanding, nothing contained in any section, paragraph, or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.

## **ARTICLE 21 PERSONAL FREEDOM**

A. The Board and the Association agree that the private and personal life of a employee is not within the appropriate concern or attention of the Board, except as it may interfere with the employee's responsibilities to and relationship with students and/or the school system.

reason therefore. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent shall meet with him. The employee may, at his option, have an Association representative present at such a meeting.

## **ARTICLE 24 COMPLAINT PROCEDURE**

A. The principal shall immediately notify the employee of any complaint made by a parent, pupil or other person regarding the employee if in the opinion of the principal/department supervisor the complaint is of consequence and has merit.

B. Whenever a complaint merits notification of the employee, the principal shall meet with the employee to discuss possible solutions.

C. No adverse action shall be taken against a employee as the result of a complaint without the employee first having an opportunity to respond and have counsel of the employee's own choosing.

D. Any grievance generated as a result of paragraph C will start at step five (5) (Superintendent's level).

## **ARTICLE 25 MISCELLANEOUS PROVISIONS**

A. If any provision of this Agreement or any application of the Agreement to any employee or groups of employees is held to be contrary to law, then such provisions 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.

B. Any individual contract between the Board and an individual employee, 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 the Agreement, this Agreement, during its duration, shall be controlling.

C. The Board and the Association agree that there shall be no discrimination, and that all

tion fee of such non-members be deducted in accordance with the Agreement.

B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with paragraph C below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

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

1. In November; or

2. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible shall be the same as those used for the deduction of regular membership to the Association.

3. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

D. 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,

with pay, plus those holidays accrued to the professional staff.

In addition, they shall be granted four (4) weeks vacation with pay after ten (10) years of service in the district.

## **ARTICLE 29 TEACHING HOURS AND TEACHING LOAD**

- A. 1. Teachers shall indicate their presence for duty by initialing the appropriate column of the faculty "sign-in" roster.
2. All teachers shall report for duty fifteen (15) minutes before the opening of the pupils' school day and shall remain the fifteen (15) minutes at the end of the school day. The fifteen (15) minutes end of day requirement may be waived at the discretion of the Superintendent for teacher attendance at graduate classes. The time required to remain after the close of the school day shall be extended for meetings with parents, conferences with other professionals and aid assistance to students as required. On the day before a holiday, the teacher work day shall end for each teacher with the completion of his assigned responsibilities.
- B. 1. The daily teaching load in the senior high schools shall be five (5) teaching periods plus a study hall or its equivalent and shall not exceed five (5) hours of pupil contact per day, except for vocational education which shall be six (6) hours. K-8 elementary shall be no more than six (6) hours of pupil contact per day.
2. Elementary teachers shall not be required to be present when specialist teachers, such as teachers of art, physical education, music, librarians, etc. are working with their pupils. This time is to be considered preparation time and/or conference time by the teacher so relieved.
- All elementary teachers in grades 1-6 shall be given four (4) forty-five (45) minute preparation periods plus one (1) forty (40) minute

normally used for lunch period in the school day. Such duty free lunch period shall be not less than thirty (30) minutes.

Kindergarten teachers shall have an uninterrupted duty free lunch period of not less than forty (40) minutes. K-6 teachers shall not be assigned to cafeteria or playground duty. Playground and cafeteria duty shall be performed by aides.

In the event that the Board seeks teachers to supervise playground and cafeteria duty, such duty shall be provided by volunteers at the "in-school substitution rate per teaching period". In the event that an insufficient number of volunteers are available, the Superintendent or his designee shall have the authority to assign teachers to such duty.

2. Teachers may leave the building without requesting permission during their scheduled duty free lunch period after notifying the principal's office.

- D. 1. Normally, faculty meetings of a period of forty-five (45) minutes shall occur no more than once each month except in cases of emergency. Such meeting shall begin no later than fifteen (15) minutes after the student dismissal time.
2. An Association representative may speak to the teachers at any faculty meeting at the conclusion of the meeting.
3. The notice of and agenda for any meeting shall be given to the teachers involved at least three (3) days prior to the meeting except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- E. The Board will grant extra pay as set forth in the Toms River Schools' Extra Curricular Guide to those teachers who are selected by the Superintendent of Schools and who agree to perform the enlisted assignment beyond the normal school day.
- F. Whenever a teacher chaperones a school event outside of their normal school day

3. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
4. 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.
5. Teachers shall receive their final checks on the last working day in June, provided all legal requirements have been met and information found to be accurate.
6. All co-curricular activities for which a contract is issued will be paid after the season is completed.

### **ARTICLE 34**

#### **TEACHER ASSIGNMENT**

- A. Placement and assignment are made with the primary concern for the needs of students within the framework of experience, background, competency, certification and interest of the teacher.
- B. Insofar as possible, all teachers shall be given written notice of their class, subject and building assignment for the forthcoming year as near as June 1st as possible, but not later than August 1st. In the event of an emergency, the teachers' work schedule may be changed after August 1st with notification to the teachers and the T.R.E.A. President. Teachers affected will be afforded a conference by the principal or supervisor to explain the reasons for the change in the schedule not later than the first (1) full week of school.
- C. The parties recognize that change in grade assignment in the elementary schools, changes in subject assignments in the high schools and transfer between schools may be necessary. Such transfer and change of assignment shall be on voluntary basis whenever possible. No transfer or change in assignment shall be made without a principal, assistant principal, superintendent or assistant superintendent holding a prior conference with the teacher.
- D. Schedules of teachers who are assigned to

to aid in the preparation of instructional materials and it is the intent of the Board to continue this practice in all new buildings. Air conditioning will be provided in existing members' lounges.

3. A serviceable filing facility for the exclusive use of each teacher.

4. A standard system enabling teachers to communicate with the main building office shall be devised for all buildings where no intercommunication system exists.

The Board affirms its intention to install an intercommunication system in all new buildings.

5. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.

6. Adequate chalkboard space in every classroom.

7. A Webster's Collegiate or unabridged dictionary in every classroom.

8. Adequate books, quality paper, pencils, pens, chalks, erasers and other such materials required in daily teaching responsibility.

## **ARTICLE 37**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

A. The Board shall provide payment or reimbursement of graduate credits, subject to the following regulations:

1. The teacher must be fully certified and obtain tenure in any district.

2. Such courses must be taken in an approved college and at the graduate level. To be eligible for reimbursement, applications must be submitted to the Superintendent prior to college enrollment. Courses will be reviewed and reimbursement made upon approval of the courses by the Board in concert with the Superintendent.

3. Graduate course work that is successfully completed (grade C or better) will be

B. When, in the judgment of a teacher, a student is, by his behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him to the principal. No student shall be readmitted without administrative notification to the teacher regarding disposition.

C. If the teachers in a school are concerned with the manner in which behavioral problems are being administered within that school, the matter will be discussed between the Association representative and the principal. If the matter is not satisfactorily resolved at that level, the Association representative may have the matter placed on the agenda of the next regularly scheduled meeting between the Association and the Superintendent.

### **ARTICLE 39 SABBATICAL LEAVE**

A. A joint committee consisting of four (4) teachers and four (4) members from the Board and/or Administrative and Supervisory Council shall be established to review all sabbatical leave requests.

Said committee shall be convened by the Superintendent no later than September 15th of each school year and shall be responsible for establishing rules, regulations and forms, with necessary administrative support to be furnished by the office of the Superintendent.

1. No more than ten (10) members of the total professional staff may be on sabbatical leave during any one school year.

2. No one shall be eligible for sabbatical leave unless he shall have been employed by the Toms River School District for a minimum of seven (7) years.

No one shall be eligible for a repeated sabbatical leave without an intervening seven (7) years of continuous employment by the Toms River School District.

3. Sabbatical leave may be granted for purposes of study, research, or writing. In all cases there must be a demonstrable and immediate

the purposes of the school system, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue the truth in the performance of their classroom functions. Accordingly, the Board and the Association agree that:

1. The nature of American democracy requires that citizens be able to listen to all sides of a controversial issue, sort out the facts and arrive at independent conclusions. Students in school, therefore, have a right to be exposed to issues which are within their intellectual grasp and are under current debate in our society.
2. The rights of students impose certain obligations upon the Board, the teachers, the administration and the community.
3. The Board will attempt through its policies to employ capable teachers, supply them with the necessary teaching materials and maintain an atmosphere of academic freedom in the schools.
4. Teachers as individuals through their councils, committees, departments and faculties, will be responsible for determining when and how to deal with controversial issues according to the maturity and needs of students and the policies of the Board of Education.
5. The community has a right to expect that controversial issues will be presented in a fair and unbiased manner and to communicate through proper channels to the Board if convinced they are not.
6. Teachers shall consult with the administration the appropriateness of discussing any planned controversial issues with children.

#### **ARTICLE 41**

#### **MATERIALS SELECTION POLICY**

A. Teachers, librarians, supervisors and administrators shall select, for recommendation to the Board, educational materials which are care-

fund at the end of a school year shall revert to the general fund for use in the total school budget.

D. The Textbook Policy Committee presently established shall continue to function in each building.

## **ARTICLE 42 FAIR DISMISSAL**

A. The Board will continue its policy of offering a hearing before the Board, if so requested, for a non-tenure teacher in the event of discharge or demotion in the employment status of the teacher.

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## **SECTION III NON-CERTIFICATED PROVISIONS**

Applies to all secretaries, basic skills/special  
education aides, attendance officers -  
as appropriate

## **ARTICLE 43 SCHOOL CALENDAR**

A. Secretaries employed on a ten (10) month basis shall have a work year from September 1 to two (2) days beyond the working year for teachers, less all holidays accruing to the professional staff.

B. Secretaries employed on a twelve (12) month basis shall have a work year from July 1 to June 30, less all holidays accruing to the professional staff. After one (1) year of service they shall be granted two (2) weeks vacation with pay. After seven (7) years they shall be granted three (3) weeks vacation with pay.

In addition, they shall be granted four (4) weeks vacation with pay after fifteen (15) years of service in the district.

## **ARTICLE 44 EMPLOYMENT**

A. Any employee transferring to a different job category of non-certificated employment with the district shall:

1. Not have his/her sick leave accrual

In the event of the necessity of staff reduction, lay-off shall start at the bottom of the seniority list. The last employee laid off will be the first to be rehired.

The lay-off pool shall continue for a period of eighteen (18) months after lay-off.

Any personnel covered by this Article shall be given thirty (30) days notice before any lay-off occurs.

#### ARTICLE 47 DURATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1991, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. 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.

#### ASSOCIATION:

Bruce P. Cooney  
Its President

Linda E. Winkel  
Its Secretary

#### BOARD OF EDUCATION:

Robert J. Dorak  
Its President

Alan E. Seeland  
Its Secretary

**TOMS RIVER REGIONAL SCHOOLS  
TEACHERS' SALARY GUIDE, 1989-1990**

Level 89-90	Bachelor's Degree \$	Bachelor's Degree plus 30 Credits \$	Master's Degree or Full Voc. Certification \$	Master's Degree plus 30 Credits \$	Doctorate Degree \$
1	22,500	23,100	23,700	24,500	25,500
2	23,000	23,600	24,200	25,000	26,000
3	24,000	24,600	25,200	26,000	27,000
4	24,500	25,100	25,700	26,500	27,500
5	26,000	26,600	27,200	28,000	29,000
6	27,000	27,600	28,200	29,000	30,000
7	27,900	28,500	29,100	29,900	30,900
8	28,800	29,400	30,000	30,800	31,800
9	29,800	30,400	31,000	31,800	32,800
10	30,800	31,400	32,000	32,800	33,800
11	32,000	32,600	33,200	34,000	35,000
12	33,200	33,800	34,400	35,200	36,200
13	34,500	35,100	35,700	36,500	37,500
14	36,900	37,500	38,100	38,900	39,900
15	42,200	42,800	43,400	44,200	45,200

Plus \$200 service increment at the end of 5 years; \$300 service increment at the end of 15 years; \$400 service increment at the end of 20 years.  
Department Chairperson \$1,066.00.

ADOPTED: November 8, 1988

**TOMS RIVER REGIONAL SCHOOLS  
SECRETARIES' GUIDE, 1988-1989  
SENIOR SECRETARIES' GUIDE, 1988-1989**

Level #	Sect'y 10-Month \$	Annual Salary 12-Month \$	Senior Sect'y 12-Month \$
1	11,280	13,670	14,320
2	11,450	13,870	14,520
3	11,655	14,120	14,770
4	11,655	14,120	14,770
5	11,915	14,430	15,080
6	12,200	14,770	15,420
7	12,475	15,100	15,750
8	12,830	15,530	16,180
9	13,200	15,970	16,620
10	13,570	16,415	17,065
11	13,940	16,860	17,510
12	14,270	17,255	17,905
13	14,530	17,570	18,220
14	14,765	17,850	18,500
15	15,185	18,355	19,005
16	15,500	18,735	19,385
17	16,045	19,385	20,035
18	18,780	22,670	23,320
19	19,780	23,870	24,520

*Plus \$100 service increment at the end of 5 and 15 years; \$150 service increment at the end of 20 years.*

ADOPTED: November 8, 1988.

**TOMS RIVER REGIONAL SCHOOLS  
SECRETARIES' GUIDE, 1989-1990  
SENIOR SECRETARIES' GUIDE, 1989-1990**

Level #	Sect'y 10-Month \$	Annual Salary 12-Month \$	Senior Sect'y 12-Month \$
1	12,000	14,400	15,100
2	12,200	14,640	15,340
3	12,400	14,880	15,580
4	12,700	15,240	15,940
5	13,000	15,600	16,300
6	13,300	15,960	16,660
7	13,700	16,440	17,140
8	14,100	16,920	17,620
9	14,500	17,400	18,100
10	14,900	17,880	18,580
11	15,400	18,480	19,180
12	16,000	19,200	19,900
13	16,600	19,920	20,620
14	17,200	20,640	21,340
15	17,900	21,480	22,180

10	18,646
11	19,052
12	19,457
13	19,862
14	20,267

Plus \$100 service increments at the end of 5 and 15 years; \$150 service increment at the end of 20 years.

Adopted: November 8, 1988

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**TOMS RIVER REGIONAL SCHOOLS  
ATTENDANCE OFFICERS'  
SALARY GUIDE 1989-1990**

<b>Level</b>	<b>10 Month \$</b>
1	15,500
2	16,035
3	16,569
4	17,104
5	17,638
6	18,173
7	18,707
8	19,242
9	19,776
10	20,311
11	20,845
12	21,380
13	21,914

Plus \$100 service increments at the end of 5 and 15 years; \$150 service increment at the end of 20 years.

Adopted: November 8, 1988

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**TOMS RIVER REGIONAL SCHOOLS  
ATTENDANCE OFFICERS'  
SALARY GUIDE 1990-1991**

<b>Level</b>	<b>10 Month \$</b>
1	16,000
2	16,641
3	17,283
4	17,924
5	18,565
6	19,206
7	19,848
8	20,489
9	21,130
10	21,771
11	22,413
12	23,054
13	23,695

Plus \$100 service increments at the end of 5 and 15 years; \$150 service increment at the end of 20 years.

Adopted: November 8, 1988

**TOMS RIVER REGIONAL SCHOOLS  
EXTRACURRICULAR GUIDE, 1988-1991**

	1988-1989	1989-1990	1990-1991
	\$	\$	\$
<b>High Schools: (continued)</b>			
Publicity Coordinator . . . . .	1,342	1,542	1,727
Trouble Shooting . . . . .	1,271	1,460	1,635
Class Advisors:			
Senior . . . . .	1,601	1,839	2,060
Junior . . . . .	1,227	1,409	1,578
Sophomore . . . . .	820	942	1,055
Freshman . . . . .	462	531	595
School Play:			
Director . . . . .	2,921	3,356	3,758
Assistant Director . . . . .	1,249	1,435	1,607
Stage Manager . . . . .	820	942	1,055
Wardrobe Coordinator . . . . .	600	689	771
Band Director . . . . .	600	689	771
Make-up Coordinator . . . . .	358	411	460
Business Manager . . . . .	358	411	460
Choreographer . . . . .	330	379	425
Key Club Advisor . . . . .			
National Honor Society . . . . .	517	594	665
FBLA Advisor . . . . .			
DECA Advisor . . . . .			
Special Olympics Coordinator . . . . .			

**TOMS RIVER REGIONAL SCHOOLS  
EXTRACURRICULAR GUIDE, 1988-1991**

	1988-1989	1989-1990	1990-1991
<b>Other Activities:</b>			
Intramurals Elementary Director .....	\$ 1,507	\$ 1,732	\$ 1,939
Intramurals .....	18.32/hr	20.15/hr	22.16/hr
Homebound/Bedside Instruction .....	19.50/hr.	21.78/hr.	23.96/hr.
..... (with no travel payment) .....			
Detention: High School .....	13.81/hr.	15.19/hr.	16.70/hr.
Intermediate School .....			
In-school Substitution:			
Per Teaching Period .....	19.14/hr.	21.05/hr.	23.16/hr.
Per Study Hall .....	9.57/hr.	10.53/hr.	11.58/hr.

Adopted: November 8, 1988

Revised: December 14, 1988  
January 17, 1989

Bowling . . . . .	1,185	1,277	1,824
Chess . . . . .	1,185	1,277	1,824

Adopted: November 8, 1988  
 Revised: January 17, 1989

**TOMS RIVER REGIONAL SCHOOLS  
 HIGH SCHOOL HEAD COACHES  
 SALARY GUIDE 1990-1991**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
	\$	\$	\$
Football . . . . .	3,319	3,575	5,106
Basketball . . . . .	3,169	3,413	4,876
Wrestling . . . . .	3,169	3,413	4,876
Swimming . . . . .	2,912	3,136	4,480
Baseball . . . . . )			
Cross Country . . . . . )			
Field Hockey . . . . . )			
Gymnastics . . . . . )			
Ice Hockey . . . . . )	2,805	3,021	4,316
Soccer . . . . . )			
Softball . . . . . )			
Track (Winter/Spring) . . . . )			
Weight Training . . . . .	2,081	2,242	3,202
Cheerleading: (Fall/Winter) . . . . .	1,884	2,029	2,899
Golf . . . . .	1,585	1,707	2,438
Tennis . . . . .	1,585	1,707	2,438
Bowling . . . . .	1,328	1,430	2,043
Chess . . . . .	1,328	1,430	2,043

Adopted: November 8, 1988  
 Revised: January 17, 1989

**TOMS RIVER REGIONAL SCHOOLS  
 INTERMEDIATE SCHOOL COACHES  
 SALARY GUIDES 1988-1991**

	<b>1988-1989</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
		\$	\$	\$
Basketball . . . . .		1,530	1,647	2,353
Wrestling . . . . .		1,530	1,647	2,353
Baseball . . . . . )				
Cross Country . . . . . )				
Soccer . . . . . )		1,354	1,458	2,083
Softball . . . . . )				
Spring Track . . . . . )				
<b>1989-1990</b>				
Basketball . . . . .		1,698	1,828	2,612
Wrestling . . . . .		1,698	1,828	2,612

4	7.58
5	8.06
6	8.85
7	9.70

1. Hourly increase is not automatic and requires satisfactory performance report by Principal/Director of Handicap Services.

2. The right to increase or decrease the work schedule shall remain a unilateral prerogative of the Board and is not subject to Arbitration.

Adapted: November 8, 1988

**TOMS RIVER REGIONAL SCHOOLS  
PUPIL AIDES'  
SALARY GUIDE 1990-1991**

**Special Education**  
185 days  
6.5 hours per day

**Basic Skills**  
168 days  
6 hours per day

Step	Rate Per Hour \$
1	7.00
2	7.37
3	7.75
4	8.07
5	8.41
6	8.94
7	9.82
8	10.76

1. Hourly increase is not automatic and requires satisfactory performance report by Principal/Director of Handicap Services.

2. The right to increase or decrease the work schedule shall remain a unilateral prerogative of the Board and is not subject to Arbitration.

Adopted: November 8, 1988

**TOMS RIVER REGIONAL SCHOOLS  
HIGH SCHOOL ASSISTANT COACHES  
SALARY GUIDE 1988-1989**

	Step 1 \$	Step 2 \$	Step 3 \$
Football .....	1,708	1,840	2,628
Basketball .....	1,631	1,756	2,509
Wrestling .....	1,631	1,756	2,509
Swimming .....	1,499	1,614	2,306

Wrestling . . . . .	2,028	2,184	3,119
Swimming . . . . .	1,863	2,007	2,867
Baseball . . . . . )			
Cross Country . . . . . )			
Field Hockey . . . . . )			
Gymnastics . . . . . )			
Ice Hockey . . . . . )	1,795	1,933	2,761
Soccer . . . . . )			
Softball . . . . . )			
Track (Winter/Spring) . . . . )			
Cheerleading:			
(Fall/Winter) . . . . .	1,206	1,298	1,855
Golf . . . . .	1,014	1,092	1,560
Tennis . . . . .	1,014	1,092	1,560
Bowling . . . . .	849	915	1,307
Chess . . . . .	849	915	1,307

Adopted: November 8, 1988

Revised: January 17, 1989

**SCHEDULE "B"**  
**TOMS RIVER REGIONAL SCHOOLS**  
Pupil Calendar, 1988-1989

20 Sept.	Schools Open	1	Thurs
	Closed for Labor Day	5	Mon
	Closed for Yom Kippur	21	Wed
20 Oct.	Closed for Columbus Day	10	Mon
18 Nov.	Closed for Veterans Day & N.J.E.A. Convention	10-11	Thurs-Fri
	Closed for Thanksgiving	24-25	Thurs-Fri
17 Dec.	Closed for Holidays	26-30	Mon-Fri
20 Jan.	Closed for Holidays	2	Mon
	Schools Open	3	Tues
	Closed for Martin Luther King's Day	16	Mon
19 Feb.	Closed for President's day	20	Mon
17 Mar.	Closed for Spring recess	24	Fri
		27-31	Mon-Fri
20 Apr.	Schools Open	3	Mon
22 May	Closed for Memorial Day	29	Mon
12 June	Schools closed at end of day on . . . . .	16	Fri
<hr/>			
185	Days		

ADOPTED: May 17, 1988

## **PREAMBLE**

This Agreement entered into this first day of July, 1988 by and between the Board of Education of the Toms River Regional School District, Dover Township, New Jersey, hereinafter referred to as "The Board" and the Toms River Supplemental Teachers, hereinafter referred to as the "Association".

## **ARTICLE 1 RECOGNITION**

The Board recognizes all Supplemental Teachers who have been appointed for a specific period of time and will be working a regular schedule, as employees of this group, for the purpose of establishing salaries and other conditions of employment.

## **ARTICLE 2 SICK LEAVE**

New employees shall be entitled to one (1) day of paid sick leave for each month of employment.

All other employees shall be entitled to ten (10) paid days of sick leave each year.

Unused sick leave shall be accumulated from year to year and notification of unused accumulated sick leave shall be provided to each employee yearly.

## **ARTICLE 3 GRIEVANCE PROCEDURE**

### **A. Definition:**

Grievance procedures are means by which employees may appeal the interpretation, application or violation of this Agreement and administrative decisions effecting them.

A grievance, to be considered under this procedure, must be initiated in writing by the employee within thirty (30) calendar days from the time when the employee knew or should know of its occurrence.

may appeal the Director of Handicapped Services or his designee's decision to the Assistant Superintendent of Schools.

The appeal to the Assistant Superintendent must be made in writing reciting the matter submitted to the Director of Handicapped Services or his designee as specified above and his or her dissatisfaction with the decision previously rendered. The Assistant Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Assistant Superintendent shall communicate his decision in writing to the employee and the Director of Handicapped Services or his designee.

6. If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) school days after receipt of the Assistant Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, they shall so notify the Board through the Assistant Superintendent within ten (10) school days of receipt of the Board's decision, except in the case of grievance involving any of the following points:

- (a) A complaint of a non-tenure teacher which arises by reason of his not being re-employed.
- (b) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education

(b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

(c) Rights of members to representation:

(1) 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. 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.

(2) When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of the submission of the grievance to the Assistant Superintendent or any later level be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered. A copy of the Director of Handicapped Services or his designee's written decision made in response to a written grievance shall be given to the Association immediately.

(3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting

E. If unit employees are asked to work more than one building, they shall receive a twenty-five (25) cents stipend, effective with the 1988-1989 school year.

F. If a Supplemental Teacher shall be scheduled for certain periods or times, they shall be compensated for all such times, even where classes are cancelled or where students do not show up, if the cancellation is in the middle of the schedule. If the periods or class cancelled is at the start or end of the time schedules, and if advance notice of cancellation is given by Administration, there shall be no compensation for the period cancelled.

G. Every effort shall be made to schedule unit members to continuous hours of work. A split schedule can be given if the unit members so agrees and accepts same.

H. The right to increase or decrease the work schedule shall remain a unilateral prerogative of the Board and is not subject to the Grievance Procedure.