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1989

RUTGERS UNIVERSITY

AGREEMENT

by and between

**BOARD OF EDUCATION
POINT PLEASANT BOROUGH**

Board of Education
AND

**POINT PLEASANT
EDUCATION ASSOCIATION**

1988 - 1989

1989 - 1990

X July 1, 1988 June 30, 1990



- CONTENTS -

ARTICLE	PAGE
I Recognition	1
II Negotiation Procedures	2
III Grievance Procedure	3
IV Employee Rights	8
V Association Rights and Privileges	10
VI Board Rights	11
VII Advisory Calendar Committee	12
VIII Hours and Work Day	13
IX Non-Teaching Duties	19
X Employment	19
XI Salaries	23
XII Teacher Assignment	24
XIII Transfer	25
XIV Promotions	26
XV Evaluation	27
XVI Facilities	29
XVII Employee-Administration Advisory Council	30
XXVIII Instructional Council	30
XIX Sick Leave	32
XX Absence Due To Other Causes	33
XXI Child Bearing Leave of Absence	35
XXII Extended Leaves of Absence	40
XXIII Substitutes	40
XXIV Professional Development and Educational Improvement	41
XXV Protection of Teachers	45
XXVI Insurance Protection for Teachers, Custodians and Secretaries	45
XXVII Personal and Academic Freedom	46
XXVIII Deduction From Salary	46
XXIX Teacher Extra-Curricular Activities	48
XXX Work Year	49
XXXI Miscellaneous Provisions	49
XXXII Retirement Benefits	50
XXXIII Representation Fee	52
XXXIV Employee Assistance Program	55
XXXV Duration of Agreement	55
Appendix A	56
Appendix A-2	58
Appendix B	59
Appendix C	60
Appendix D	62
Appendix E	64
Appendix F	65
Appendix G	66
Appendix H	66
Appendix I	68



ARTICLE 1 - RECOGNITION

A. The Board of Education of the Borough of Point Pleasant having received and verified a certified membership list of the Point Pleasant Education Association hereby recognizes the said Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for the following classes of employment:

1. All certified teaching personnel under contract, including coaches, extra-curricular personnel, and nursing personnel, secretaries, custodians, aides, and personnel on maternity leave, but excluding:
2. Supervisory and administrative personnel, nursing supervisor, director of pupil personnel services, department heads, cafeteria employees, bus drivers, and all other non-teaching personnel.
3. Per diem substitutes, part-time hourly employees, and employees of summer programs, except aides as included above.

B. Definition:

1. Unless otherwise defined, the term "member" when used hereinafter shall refer to all employees represented by the Association in the bargaining unit. The term "teacher" shall refer to professional employees. The term "secretary" shall refer to all clerical personnel. The term "custodian" shall refer to all janitorial and maintenance personnel. The term "aide" shall refer to all aides whether supervisory or instructional.
2. The Point Pleasant Borough Board of Education may hereinafter be referred to as the "Board" and the Point Pleasant Education Association may hereinafter be referred to as the "Association".
3. Any new classes of employees to be included for recognition are to be mutually discussed and agreed upon.

ARTICLE II

NEGOTIATION PROCEDURE

A. Upon submission of a written request for recognition and upon verification of designated membership representation, and unit determination by duly accepted methods, the Board of Education agrees to enter into collective negotiations in accordance with procedures established by N.J. Employer-Employee Relations Act as amended in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. Any mutual agreement reached shall be formally presented and voted upon by the Association at its next meeting and by the Board of Education at its next public meeting.

C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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

ARTICLE III GRIEVANCE PROCEDURE

A. Definition:

1. A grievance shall mean a complaint by an employee(s) or representative(s) of an employee(s) that there has been an alleged violation of this Agreement or an administrative decision(s) rendered thereunder; except that, the grievance procedure shall not be deemed to apply in the following instances:
 - a. A matter for which there exists in law a specific method of appeal such as the Commissioner of Education, Public Employment Relations Commission, or a court of competent jurisdiction.
 - b. A matter concerning the non-renewal or termination on notice of a non-tenure certificated personnel covered by this Agreement provided that there are no procedural defectives concerning the evaluation procedure as contained in Article XV of this Agreement.
2. A "aggrieved person" is the person or persons making the claim or the Association.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose:

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions of the grievances which may from time to time arise.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, nor shall it set precedent unless the Association is a party to the grievance.

C. Procedure:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. A grievance to be considered under this procedure must be initiated by the employee within twenty-five (25) school days of its occurrence.

Grievances filed after the twenty-five (25) day period as prescribed herein shall not be processed either by the Association or the Board.

4. Level One:
 - a. Personnel covered by this Agreement with a grievance shall first discuss it with the building principal, either directly or through the Association's designated representative with the objective of resolving the matter informally.
 - b. If the informal decision by the building principal is unsatisfactory or not forthcoming within five (5) school days, the aggrieved will formalize the grievance in writing and submit same to the building principal for a written decision within the time limit set forth in Level Two.
 - c. The principal will render a decision in writing within ten (10) school days of receipt of the written grievance.
5. Level Two:

If the aggrieved person is not satisfied with the disposition of the grievance at Level One b., or if no decision has been rendered within five (5) school days after presentation of the formal

grievance, the aggrieved may, within five (5) school days of receipt of the response at Level One or, if no response has been given, within five (5) school days of the time limit for such response, refer the grievance together with all documentation, explanations and the position of the Association to the Superintendent of Schools. Such documentation shall include specific reference to the condition being grieved and the specific Article of this Agreement alleged to have been violated.

The Superintendent of Schools may at his/her discretion hold a hearing. A written decision with the same degree of specificity shall be rendered by the Superintendent of Schools within ten (10) school days of receipt of said grievance.

6. Level Three:

a. If the aggrieved person and the Association are not satisfied with the disposition of the grievance at Level Two, the Association may submit the grievance to arbitration within twenty-five (25) school days after receipt of the decision at Level Two.

b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association or the New Jersey Public Employment Relations Commission by either party.

The parties shall then be bound by the rules and procedures of the American Arbitration Association or the New Jersey Public Employment Relations Commission in the selection of an arbitrator.

c. The arbitrator so selected shall hold hearings promptly and shall issue his/her decision not later than thirty (30) school days from the date of the close of the hearings, or if oral hearings

have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her.

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to render a decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The award in writing by the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the parties.

d. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and shall consider no other(s).

e. The arbitrator shall be without power or authority to fashion a punitive damages award.

f. All fees of the arbitrator, including necessary travel expenses, will be borne equally by the parties. Counsel fees, fees for transcripts and payment to witnesses will be paid by the party incurring same.

D. Rights of Aggrieved to Representation:

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or any person of his/her own choosing, including a representative selected or approved by the Association. When an aggrieved is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals or coercive influence of any kind shall be taken by either party to this Agreement or the Administration against any party in interest, any building representative, any administrator, any member of the Association or any other participant in the grievance pro-

cedure by reason of such participation.

E. Miscellaneous:

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
2. Decisions rendered at Level One, Part b., which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at arbitration shall be in accordance with the procedures set forth in that Section.
3. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Association and the Board and be given appropriate distribution so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.
Notwithstanding the pendency of any grievance, all personnel covered by this Agreement shall continue to perform all duties and assignments.
6. Failure by the aggrieved or the Association to process a grievance in accordance with the time schedules as set forth in this Article shall constitute an abandonment of the grievance and render it null and void.
Failure by the Board or the Administration to process a grievance in accordance with the time schedules as set forth in this Article shall permit the aggrieved to proceed automatically to the next level.
7. Reliance upon or pursuit through any adminis-

trative or regulatory agency or court of proper jurisdiction to resolve an issue in dispute shall preclude the entrance of such issue into the grievance procedure as set forth in this Agreement.

8. 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

EMPLOYEE RIGHTS

Section I

1. The Board of Education hereby agrees that every employee has the rights and privileges conferred pursuant to the Employer-Employee Relations Act as amended. As a duly elected body exercising governmental power under authority of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Employer-Employee Relations Act as amended or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement.
2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
3. Whenever any employee is required to appear before the Board of Education or any committee of the Board of Education concerning any matter which could adversely affect the continuation of that employee in his/her office,

position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of an employee shall be in accordance with N.J.S.A. Title 18A.

4. Disciplinary interviews and reprimands of individual employees shall be conducted in private.

Section II

1. Upon request employees may review the contents of their personnel file and make copies of any part of it in the presence of the appropriate administrator.
2. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer to such material shall be reviewed and initialed by the Superintendent or his/her designee and attached to the file copy.
3. 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 employee's inspection.
4. Any complaint regarding an employee made to any member of the administration by any parent, student, or other person shall be brought to the employee's attention in writing

if considered serious by the appropriate administrator, or if it is written into the employee's personnel file, or if it is used as a basis for reprimanding an employee.

5. In the event a grade is changed the teacher shall be notified of the grade change and that if the grade is changed by an administrator, the administrator will so note by initialing the grade change.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association a register of employees within the recognition unit, and minutes of the Board of Education, as from time to time requested.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business with individual employees on school property after school hours and during school day, with the approval of the principal, provided this shall not interfere with or interrupt normal school operations.

D. The Association, its representatives, and committees, shall meet and conduct its business on non-school time, unless otherwise approved by the Administration. The privilege of use of any part of school building facilities and rooms shall be governed by the needs of the educational program and use of the facility at the time of the request upon authority and approval of the Board of Education as delegated to the building principal or Superintendent. Any costs incurred above normal usage for maintenance, operation, or custodial care shall be borne by the Association.

E. The Association shall recognize that school

facilities, equipment, and supplies, are the property of the people in the district with legal custodial responsibility vested in the Board of Education. Legal accountability mandates that general use of school district property be upon expressed authorization by the Board of Education, or as delegated by the Board to its administrative representatives.

F. Where available, and consistent with the educational program, and common practice, the Association shall have in each school building the use of a bulletin board in each employee lounge and employees' dining room. In the above-listed locations where one board is available, the use shall be shared in common with the needs of the educational program, as mutually arrived at with the building principal. Copies of all material to be posted on such bulletin boards shall be given to the building principal for approval.

G. The Association shall be permitted to use the employee mail boxes for communication with its members, for the transaction of its business, with the limitation that such use does not interfere with the primary purpose of such facility.

H. The president of the Education Association, if he/she is a high school teacher, shall be assigned no more than five teaching periods with no other assignments, with one period during the day left free for Association business. The period assigned for Association business shall not deprive the president of a lunch period nor, where possible, a preparation period. Should the president be an elementary teacher, the president shall then be exempt from non-teaching duties and whenever possible, shall be excused from a special subject period one period per day for Association business.

ARTICLE VI BOARD RIGHTS

A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the rights, subject to the limitations of this Agreement, in accordance with applicable laws and regulations

1. to direct employees of the school district;
2. to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees for just and legitimate reason;
3. to relieve employees from duty because of lack of work or for other legitimate reasons;
4. to maintain efficiency of the school district operations entrusted to them;
5. to determine the methods, means and personnel by which such operations are to be conducted; and
6. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited by the terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under N.J.S.A. Title 18A, School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE VII ADVISORY CALENDAR COMMITTEE

A representative shall be named by the Association's executive board to serve on the Advisory Calendar Committee. As a member of the Calendar Committee, this representative shall participate in the deliberation of the committee and present the suggestions of the Association on calendar items.

In determining the calendar, attention shall be given to legal and religious holidays, conventions, and parent conference days. The prime concern is to be the welfare of the pupils and the educational program.

The authority for establishing, adopting and approving deviation from the proposed calendar is vested in the Board of Education. The Association shall be notified of any change.

ARTICLE VIII HOURS AND WORK DAY

A. Teachers' Hours and Work Day

1. Teachers shall indicate their presence for duty by placing a check mark in the appropriate arrival column and, if leaving early with administrative approval, in the departure column of a faculty roster.
2. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. This includes:
 - a. Careful daily preparation.
 - b. Reasonable participation in activities of the school such as:
 - 1) Open House.
 - 2) P.T.A. meetings.
 - 3) Public performance of children in plays, concerts, athletic activities, or other extra-curricular activities.
3. All teachers shall be entitled to a duty-free lunch period. This shall be the equivalent of a regular class period in the secondary school. In the elementary school, this shall be a forty (40) minute lunch period wherever possible, with a minimum of thirty (30) minutes consecutively duty free.
4. Professionally-related duties are covered by the contract salary and include:
 - a. Meetings under 5. below
 - b. Student conferences and extra help.
 - c. Consultation with pupils.
 - d. Student club activities held during the regular workday.
 - e. Parental conferences held during the regular workday.
5. a. Teachers may be required to remain after the end of the regular workday for the purpose of attending general staff, school faculty,

departmental and committee meetings, or other professional meetings with no more than three (3) in any one month. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than forty-five (45) minutes. However, in the case of individual committee or study meetings, if the time limit exceeds the forty-five (45) minutes, the limit shall be as mutually agreed upon by the participants. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any days immediately preceding any holiday except in the event of an emergency.

b. Notice of the meetings in a. above shall be given to affected employees one (1) week before the meeting. Three (3) meetings under a. may be held without such notice in cases of emergency.

c. Teachers may be required to attend two (2) evening meetings per year. Individual teacher attendance shall not exceed two and one-quarter (2 $\frac{1}{4}$) hours in length for each meeting.

d. Notice of the required meetings in c. above shall be made to affected employees by September 15 each year.

e. The total number of required meetings under a. and c. above shall not exceed twenty-seven (27) in each school year.

f. The provisions in a. through e. above are in addition to those contained in Article VIII, 2. and 7.

6. An Association representative can speak to the teachers for a maximum of five minutes or longer if approved by the principal. If any time is used by the representative, the meeting may be extended, correspondingly, if the time is needed to accomplish its purpose.
7. The notice of an agenda for any meeting, shall, insofar as is practicable, be given to the teachers involved at least two (2) days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.
8. Teacher participation in overnight or weekend trips shall be voluntary. Field trips during the

school day shall, as is feasible, be planned to terminate at school within the scope of the school day. On trips on which students are given time off the following day, chaperones shall have their time adjusted too and report in fifteen (15) minutes earlier than the students.

9. It is recognized by the parties that the principle of the normal work week cannot be interpreted literally. Nothing contained herein prohibits or limits the right of the Administration/Superintendent from assigning the extra duties normally associated with the teaching profession, and consistent with this Agreement.
10. Teachers with assigned classes shall have preparation periods as per present practice.
11. The school day for which teacher attendance can be required shall be no more than 7 $\frac{1}{4}$ hours, except that in elementary and middle schools the school day shall be as per present practice.
 - Ocean Road — 6 $\frac{3}{4}$ hours
 - Memorial — 7 $\frac{1}{10}$ hours
 - Nellie Bennett — 6 $\frac{3}{4}$ hours
 - High School — 7 $\frac{1}{4}$ hours
12. On Fridays or days preceding holidays, the teacher's day shall end at the close of the pupil's day; however, the teacher's day for teachers responsible for bus duty shall not end until students have boarded their buses.

B. Custodians' Working Hours

1. Work Week:

The work week for custodians shall be forty (40) work hours, and the work week shall be from Monday through Friday inclusively, except as modified herein. Custodians may be assigned to Saturday work for athletic events, but shall have two consecutive days off.

2. Work Day and Work Shift:

- a. The work day shall consist of eight (8) work hours excluding thirty minutes uninterrupted lunch whenever possible.
- b. For the purpose of this Agreement a shift shall be defined as eight (8) consecutive work hours; exclusive of lunch or dinner break.
- c. Within each shift a custodian shall have one fifteen minute period for coffee.
- d. The times should be standardized and mutually agreed upon by the employee and immediate superior. Any disagreements shall

- be referred to the Superintendent whose decision shall be final.
- e. Those custodians assigned to work the night shift shall receive \$500 in addition to their contractual salary.
- 3. The custodian assigned Saturday overtime work for the duration of this agreement shall be subject to the following provisions:
 - a. Saturday work to those times when the athletic programs are in session and require his/her presence.
 - b. At times when no athletic events are scheduled, he/she shall revert to Section B, Paragraph 1. of this article.
- 4. Summer Schedule
During July and August a discretionary schedule shall be maintained to provide one hour early termination of work day if building head custodian so recommends with concurrence of district building supervisor and Superintendent (Fridays only).
- 5. Work Clothes
The employer shall provide employees covered with this contract at no cost to them:
 - a. Three work uniforms per year: 3 shirts, 3 trousers. 1 insulated work jacket.
 - b. Approved safety glasses for such tasks where such equipment is necessary.
 - c. Make available, wherever possible, hats and slickers for those employees required to work outside in bad weather.
 - d. Tote type overshoes shall be provided where necessary.
 - e. The Board will reimburse each custodian for up to \$40 in each work year for the purchase of work shoes upon presentation of receipt.

C. Office Personnel

- 1. All employees will work eight (8) hours per day including one (1) hour for lunch on days when school is in session.
- 2. Secretaries' summer hours shall be from 7:30 a.m. to 3:00 p.m. with a half hour lunch from July 1 to August 31. In special circumstances, the principal may require a secretary to work the hours in existence during

the regular school year.

3. Time schedule will be at the discretion of immediate administrative supervisor. Changes to an employee's working hours shall be by mutual agreement whenever possible. Beginning and ending time will be at the discretion of the Board. Compensatory time to be earned at the discretion of the Board.

The immediate supervisor will have authority to determine and schedule a fifteen (15) minute coffee break and a one (1) hour lunch.

4. At the direction of the immediate administrator, secretaries shall be called in on snow days as necessary as long as the administrator is present.

D. Overtime for Secretaries and Custodians

1. Definition

Defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before/after regular daily work hours; or any day other than provided in the regular work year.

a. All overtime spent must be voluntary and mutually agreed to by the employee and immediate superior with exceptions listed below.

b. All overtime will be rounded to the nearest quarter hour at the end of each pay period. This will be remunerated at the rate of one and one-half (1½) times the hourly salary.

c. All overtime remuneration shall be at the proper rate and consistent with the Fair Labor Standard Act USCA 29:201.

2. Each building will be responsible for taking care of its own overtime needs whenever possible.

a. Overtime assignments will be posted in advance whenever possible.

b. Overtime assignments will be made from a rotating list. Any employee who refuses an overtime assignment will be dropped to the bottom of the list.

3. All overtime shall be voluntary; however, in the absence of volunteers, the last senior employee in the building affected will perform the overtime, or dependent upon the skills for

the task, it may be assigned by the administration to another employee according to seniority.

4. All overtime will be tabulated and paid monthly.

5. The Board reserves the right in absence of volunteers to assign overtime, least senior person preference depending upon the task.

E. Vacations - Custodians and Secretaries

1. The vacation entitlement for custodians and secretaries shall be:

- a. After one year - five days
(pro rata for less than one year)
- b. 2 - 4 years - ten days
- c. 5 - 9 years - twelve days
- d. 10 - 13 years - fifteen days
- e. 14 + years - twenty days

2. Vacation eligibility shall be determined as of April of each year.

Vacation times shall be scheduled to coordinate with work schedule and shall be subject to the approval of the immediate administrative supervisor. Such approval shall not be arbitrarily withheld.

Seniority shall apply in the selection of vacation days.

Any holiday recognized by the Board as a legal holiday falling within a vacation period shall not be lost but shall be in addition to the regular scheduled vacation.

3. Vacations of all personnel changing from ten (10) months to twelve (12) months shall be treated as a new position with vacation being earned in accordance with the collective agreement. Article VIII, Section E., Paragraph 1. of the contract (e.g. first year twelve 12 month position - five (5) days or pro rata amount).

F. Holiday-Custodians

1. All holidays are scheduled on the premise that the buildings will be closed.

2. Each custodian shall receive twelve (12) holidays.

3. A custodians' school calendar shall be prepared and submitted to the Board after the

district school calendar has been established.
4. It is understood that on any scheduled holiday when school is in session, custodians shall report to work. The custodian calendar shall be revised to provide for this day missed.

ARTICLE IX

NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher's primary responsibility is the education of the children in his/her care.
 - 1. Assignment of teachers for non-teaching duties shall be on a reasonable basis.
 - 2. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money collected where the proper procedure has been followed.
 - 3. Teachers shall not use their own vehicles to drive pupils to activities which take place away from the school building. Teachers may use school-owned vehicles voluntarily, with the advance approval of the principal. In such event, the teacher will be covered by appropriate Board of Education liability insurance. A copy of such liability insurance shall be filed with the Point Pleasant Education Association.
- B. Teachers who may be required to use their own automobiles in the performance of their duties and who must travel from one building to another or elsewhere on school business shall be reimbursed for all such travel at a rate of twenty and a half cents (\$.205) per mile.

ARTICLE X

EMPLOYMENT

A. Teacher Employment

- 1. As provided by New Jersey Statutes, Title 18A:29-9: "Whenever a person shall hereafter accept office, position or employment as a teacher in any school district of this state, his initial place on the salary schedule shall be at such point as may be agreed upon by the

- teacher and the employing board of education.
2. Credit for military services shall be as determined by N.J.S.A. Title 18A:29-11.
 3. The withholding of increments for inefficiency or other good cause shall be as provided in the New Jersey Statutes, Title 18A:29-14, and decisions of the Commissioner and/or courts of New Jersey interpreting the said statutes.
 4. In accordance with the provisions of N.J.S.A. Title 18A:30-3.2, the Board of Education shall grant credit not to exceed thirty (30) days for accumulative sick leave days from another school district in New Jersey upon application not later than the end of the first year of employment.
 5. At the discretion of the Superintendent, a doctor's certificate may be required to substantiate absence due to illness.
 6. Notification of all contracts shall be given by April 15 to tenure teachers and by April 30 to non-tenure teachers.
 7. Such notification of contractual status shall include teachers, coaches, extracurricular personnel and department heads, for employment for the next succeeding year and shall provide for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required.
 8. During the school year those teachers who are hired to replace teachers who terminate their employment or who are granted leave during the course of the school year shall be considered to be in Category A or Category B and said teachers shall be classified as short-term temporary substitutes.

Category A: Teachers who are contractually hired before January 1 to complete the school year will be issued a regular teacher's contract, will be entitled to all benefits thereof, and will be members of the Association's unit. However, there shall be no duplication of medical benefits during the first thirty (30) days after contractual hiring, but the teachers shall reserve the right to purchase said benefits during the first thirty (30) days.

Category B: Teachers who are hired after

January 1 shall accrue no benefits other than pro rata sick leave.

Nothing in this section shall be construed to impair the right of the Board of Education to hire per diem substitutes nor shall this section be construed to either enhance or diminish the accrual of tenure rights, if any, of short-term temporary substitutes.

B. Support Staff Employment

1. After completion of ninety days of consecutive employment, no employee shall be subject to a reduction in salary or hourly rate of pay except for inefficiency, incapacity, conduct unbecoming an employee, or other just cause.
2. The Board may withhold increments from employees as part of a progressive discipline procedure subject to the grievance procedure.
3. Progressive discipline shall be defined as:
 - a. Verbal warnings
 - b. Reprimand - written or verbal
 - c. Written notification
 - d. Notification of action to the Superintendent
 - e. Suspensions
 - f. Discharge
4. It is understood that all actions taken by any agent of the Board of Education shall be in writing and recourse of such actions shall be subject to the provisions of the grievance procedure herein.
5. It is understood that in a serious case of misconduct, the necessary order of the above paragraph 3. may be waived and charges brought directly to the Board. In either case, all employees shall be notified to appear before the Board or any committee of the Board on any matter which could adversely affect the continuation of the member's employment. Each member shall be entitled to have representatives of the Association present to advise him/her and shall receive written notice of reasons for such meetings.
6. Following a written notice of such reasons, a hearing will be held before the Board and determination made by the Board finding that such cause does, in fact, exist and is sufficient for such reduction in salary or dismissal. Should the employee not be satisfied by the

determination of the Board, at his/her request. the matter shall be subject to the grievance procedure and arbitration in the same matter and to the same extent as is provided for arbitration of grievances by the agreement.

7. Custodians whose employment is not renewed shall, upon written request, be given the reasons therefore.

C. Aides Employment

1. Subject to budgetary limitations and programmatic enrollment changes, the District shall notify aides by July 1, if they are to be reemployed the following school year.

2. Aides whose employment is not renewed shall, upon written request, be given the reasons therefor.

D. Seniority and Employee Security-Custodians

1. School district seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated school district seniority only if he/she:

Resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.

2. Any anticipated or planned reduction in force shall not be implemented or take effect without sixty (60) days prior notice to the Association. Following the notice, a meeting between the Board and the Association shall occur at least thirty (30) days prior to the effective date of such anticipated or planned reduction in force.

3. It is understood that district seniority shall begin immediately after the ninety (90) day probationary period.

E. Seniority and Employment Security-Aides

1. An aide whose specific position has been abolished will have the right of recall should the specific position be reestablished.

2. Seniority lists will be established for the sole purpose of reductions in force in the following categories: clerical, supervisory, instructional,

and technical. It is understood, however that, in the event the position of an instructional aide is abolished, the incumbent of that specific position will be laid off.

ARTICLE XI

SALARIES

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

B. Employees may individually elect to have a portion of their monthly salary deducted from their pay under rules and regulations mandated by the state.

C. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

D. Final checks shall be issued on the last working day in June.

E. The salary schedules effective during the term of this Agreement shall be affixed hereto and made a part hereof in Appendixes A, B, C, D, E, F, G, and H.

F. Employees shall receive an accounting of accumulative sick leave prior to the end of the school year.

G. Newly-hired teachers receiving prior teaching credit shall be placed on the same full step as a teacher with equal teaching experience in the district. No teacher shall be hired on a partial step. In the event there is a teaching shortage in a special area, this provision will be waived. A shortage shall exist if solicitation and advertisement result in less than ten (10) qualified applicants for a particular position. If such a shortage exists, the Board may offer the applicant up to three (3) years (not steps) additional experience on the teaching guide.

H. Ten (10) month employees must be in a pay status for ninety-two (92) days in the previous year in order to be eligible to receive an increment, and twelve (12) month employees one hundred thirty-five (135) days.

I. In the event that there is a salary deduction, it shall be made at the rate of 1/184th of the annual

salary for teachers on ten (10) month contracts. Deductions for other employees will be at the rate of 1/200th of annual salary per diem for ten (10) month employees and 1/240th for twelve (12) month employees.

ARTICLE XII

TEACHER ASSIGNMENT

- A. Assignment of teachers shall be made only after every effort has been made to meet the reasonable request and desires of any teacher concerned. Teachers other than newly-appointed and substitute teachers will be notified in writing, by the end of the school year, of the school to which they will be assigned, the classes or subjects they will teach, and special or unusual classes they will have. It is recognized that certain shifts in enrollment may necessitate changes subsequent to such notification but every effort will be made to keep such changes to a minimum. When such changes must be made subsequent to such notification, a conference between the teacher and appropriate administrator must be held within five (5) days. If, however, the assignment change takes place during the summer, said teacher shall be notified by phone, if possible, otherwise by mail and a meeting, if requested by the teacher, shall be scheduled within ten (10) days.
- B. If a teacher is required to cover more than two (2) class periods at the request of the Administration, he/she shall be compensated at the rate of \$12.00 per class instruction period in 1988-89 and \$13.00 per period in 1989-90.
- C. High school teachers shall be assigned either class periods one (1) through eight (8) or class periods two (2) through nine (9), and assigned homeroom associated with these periods except as individually teachers may volunteer otherwise.
- D. The number of teachers in the high school who are assigned to six (6) classes shall be limited to seventeen (17). In no case shall any teacher.

assigned to six (6) classes be required to teach more than three (3) preparations (including different tracks) except as established by practice in the 1981-82 school year.

In the case where the above cannot be implemented, volunteers may be used and in the event of a lack of volunteers, the assignments shall be made subject to review by the Association and approval by the Board of Education.

ARTICLE XIII

TRANSFER

A. Teachers:

1. Involuntary transfer and change of assignment. During the school year changes in grade assignment in the elementary schools, changes in subject assignment in the secondary grades, and transfer between schools may be necessary. While the right to assign and transfer the teacher is the sole right of the Board, the Board will not normally assign or transfer a teacher without written notice which shall be given to the teacher within fifteen (15) calendar days in advance of such action. A teacher shall have the opportunity to discuss his/her transfer with the appropriate principals of the school(s).
2. Voluntary transfer and change of assignment. Teachers interested in a change of teaching assignment shall notify the Superintendent's office no later than March 15th of each year of the specific transfer desired. This application must be renewed annually. If a teacher is being considered favorably for a transfer which he/she has requested, he/she shall be so informed in writing at least fifteen (15) calendar days in advance of such transfer. The teacher who does not desire to be considered for this specific transfer shall so notify the Administration.

B. Transfer and Reassignments – Support Personnel

1. Employees who desire to transfer to another

building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he/she desires to be transferred, in order of preference. Such request for transfers and reassignments for the following year shall be submitted no later than January 1.

2. As soon as they are known, the Superintendent shall post vacancies.

ARTICLE XIV PROMOTIONS

A. Promotions

1. A teacher wishing to be considered for promotion shall file a letter of intent on March 1 of each year stating the type of certification that person holds, and include a photocopy of the certificate held. This application shall be renewed annually.
2. When a vacancy occurs, or a position is created, each teacher (paragraph 1 above) holding the appropriate certification shall be notified in writing at the time of general notification of the vacancy to the media, but no later than thirty (30) calendar days prior to filling the vacancy. The teacher shall then in writing, within five (5) calendar days after receipt of notification apply for the position if he/she desires such position. If the teacher applies for a position, he/she shall be granted an interview with the appropriate committee of the Board before the position is filled unless the teacher applicant has been so interviewed during the same school year.
3. When a vacancy of a promotional nature occurs which requires only a standard teacher certificate, a notice shall be posted in each building for five (5) school days. Any teacher interested shall apply and submit a resume listing such teacher's qualifications. Any such applicant shall be interviewed by the Superintendent.
4. When a non-certificated promotional vacancy occurs, a notice shall be posted in each building

for five (5) work days. Any employee interested shall apply and submit such information as he or she deems relevant to the application.

B. Other Instructional Opportunities

1. All openings for positions in the adult school, summer school, home teaching, federal projects, and other programs which may occur during the school year shall be publicized by the Superintendent in each building for a period of five (5) days.
2. Additionally, notices shall be posted in each building for five (5) school days of any vacancies which occur in any position in the district including those that are instructional, extra-curricular, or promotional in nature.

ARTICLE XV

EVALUATION

A. Teacher Evaluation

1. By October 1, each staff member will be supplied with a copy of the evaluative process and criteria.
2. Formal observations will be scheduled at the discretion of the evaluator with or without prior knowledge of the staff member. However, supplementary observations may be requested by the staff member/evaluator for a particular date and time or for a special lesson. Granting of observations will be at the discretion of the evaluator. No observation shall be performed clandestinely.
3. Formal observation visits shall be followed within ten (10) school days by a conference at which time the observation report will be discussed. The written evaluation will result from this conference within five (5) school days.
4. All written evaluation reports will be signed within five (5) school days after received by staff member by both the evaluator and the staff member. However, the signature of the staff member simply indicates acknowledgement of the report, not necessarily agreement with the contents of the report. No written

evaluation reports shall be placed into the staff member's file until reviewed by the staff member.

5. The staff member shall have the right to submit his/her written rebuttal of such evaluation within five (5) school days following receipt of the copy, and such rebuttal shall be attached to each party's copy of the evaluation report. The staff member shall provide the number of copies needed.
6. Observations shall be reasonably spaced throughout the school year. However, all staff members will receive at least one (1) observation report prior to March 1 of each school year. Non-tenured staff members shall be evaluated at least three (3) times each year and tenured staff members at least once (1). The formal observations and evaluations shall occur between October 1 and May 15 and shall be conducted for a minimum of one (1) class period in the high school and middle schools and one (1) complete subject lesson in the elementary schools, including grade six (6).
7. An annual written performance report shall be prepared for each staff member by the primary assigned evaluator who has participated in the evaluation of the teaching staff member. This report shall include but not be limited to the elements outlined in NJAC 6:3-1.21(F).
 - a. The evaluator(s) shall hold an annual summary conference with the staff member before the written performance report is filed. The conference shall include but is not limited to the items listed in NJAC 6:3-1.21 (E).
 - b. The annual written performance report and the summary conference shall be signed within five (5) working days of the interview by the evaluator(s) and staff member. The signature of the staff member simply indicates acknowledgement of the report, not necessarily agreement with the contents.
 - c. The staff member may, within ten (10) school days after signing the report, enter into the record additional performance data which had not been included in the report prepared

by the evaluator. Pertinent data shall be collected by the evaluator from the appropriate sources before the annual summary conference. In the event of discrepancy in the data, either the evaluator or the staff member may request additional supervisory personnel to be present.

8. Available indicators of pupil progress shall be as defined in NJAC 6:8-3.4: teacher observation, parental or guardian interview, formal and informal evaluation techniques, cumulative pupil records, student performance data collected through local testing programs which meet state criteria, state testing results, and visual, auditory, and/or medical examination.

B. Evaluation: All Support Staff Members

The work of support staff members will be evaluated, in writing, not less than once in each work year. The member will sign and return one copy of the evaluation report. Signature indicates that the report has been received and does not necessarily mean agreement with the contents.

ARTICLE XVI

FACILITIES

Where practical and possible each school will have the following facilities:

- A. Space in each classroom in which each permanent based teacher may store instructional materials and supplies.
- B. A combination faculty work area lounge. Teachers shall exercise reasonable care in maintaining the appearance and cleanliness of said lounge.
- C. A serviceable desk and chair for the teacher in each classroom.
- D. Adequate off-street parking facilities.
- E. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
- F. Adequate chalkboard space in every instructional classroom

ARTICLE XVII

EMPLOYEE-ADMINISTRATION ADVISORY COUNCIL

- A. The Association shall select, among volunteers in the Association, a maximum of seven (7) members to serve as a Liaison Committee, which will be advisory in nature and purpose, for each school building. In addition the department heads shall be represented at these meetings by two (2) members. The committee shall meet with the principal (or the principal and designated members of his staff) at least once a month for the duration of the school year to review and discuss discipline procedures, local school problems and practices. To the extent possible such meetings shall be held during the school day or in after school hours. The chairman will be chosen by the committee and will send minutes of its meetings to the Superintendent.
- B. The Superintendent shall be an ex-officio member of the council and receive copies of all agendas and minutes. The Superintendent will review the minutes sent to him and, in his discretion, forward them or pertinent portions of them to the Board or an appropriate committee of the Board.
- C. The council shall serve in an advisory capacity and the Board shall seriously consider such recommendations but failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.
- D. Attendance at EAAC meetings is to be limited to members of the committee and the administrative staff. Others may be included upon prior agreement by members of the committee and the administration.

ARTICLE XVIII

INSTRUCTIONAL COUNCIL

An instructional Council shall be established in each school building composed of six members, three of whom shall be teachers selected by the Association, and three members of whom shall be appointed by the Board. The Instructional Council shall elect a

chairman from its own members.

The Council shall meet at least once each month after school hours, or during non-instructional times, to discuss and study subjects mutually agreed upon relating to the school system.

The Council is empowered to appoint sub-committees composed of volunteers among the staff and administrators to study and report upon any mutually agreed upon subjects.

All reports of the Council or its sub-committees, including their recommendations, shall be submitted in writing to all members of the Council.

Subjects of study by sub-committees shall include but not be limited to:

1. Teaching techniques
2. Evaluation of teachers
3. Development of curriculum
4. Evaluation of instructional materials

Upon completion of its study and report on the subjects assigned to it, each sub-committee shall be considered dissolved, and once dissolved no sub-committee shall be re-activated except by mutual consent of the members of the Council.

The Council and its sub-committees serve in an advisory capacity and the Board shall seriously consider such recommendations but the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.

DISTRICT INSTRUCTIONAL COUNCIL

A District Instructional Council shall be established. It shall consist of four members selected by the Association who shall be current members of individual school instructional council and four members appointed by the Board of Education and two non-voting Board members. The Superintendent of Schools or his representative shall serve as Chairman.

The purpose of such council shall be to coordinate the activities of the individual school instructional council. The District Council shall meet at least once every two months.

An annual report by the council shall be submitted to the Board of Education.

Nothing contained herein shall be construed to deny or restrict issuance of a majority/minority report.

ARTICLE XIX

SICK LEAVE

Absences Due To Personal Illness

- A. In conformity with Chapter 142, P.L. 1942, full time employees shall be allowed ten (10) days sick leave with full pay in any school year. After ten (10) years of service within the Point Pleasant Borough school system, employees shall receive twelve (12) sick days which shall be cumulative.
1. Twelve (12) month employees shall be allowed twelve (12) days per year beginning in the first year of employment.
 2. As of September 1, 1987, all aides shall be eligible to receive ten (10) paid sick days per year. The pay for the sick day shall be for the number of hours ordinarily worked per day. (For example, if an employee works two (2) hours per day at five (\$5.00) dollars per hour, the sick day pay would be ten (\$10.00 dollars). These sick days shall be cumulative based on hours worked.
- B. Sick leave is hereby defined to mean the absence from his or her post of duty, or any such person because of personal illness or injury, or because he or she has been excluded from school by the school doctor on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
- C. Days allowed for illness will be accumulative making it possible for unused days of any year to be added to those already accumulated with no limit.
- D. When absence on sick leave exceeds five (5) successive school days, a physician's certificate covering the period of absence shall be filed in the Superintendent's office. A doctor's certificate for absences on individual days may be requested at the discretion of the Superintendent.

- E. A doctor's certificate is required for any absence before or after a holiday period. Failure to submit a doctor's certificate shall result in full loss of pay.
- F. All new employees may transfer up to thirty (30) days sick leave accrued from other public school districts within the state upon application and verification.
- G. When an employee's absence under the terms of this article exceeds the annual sick leave and the accumulated sick leave, the employee may request and the Board may grant extended sick leave, on a case by case basis, in accordance with the terms of N.J.S.A. 18A:30-6.

ARTICLE XX

ABSENCE DUE TO OTHER CAUSES

- A. The purpose of leaves of absence is to provide time for emergency needs. Leaves of absence to conduct other business or gainful employment and not directly related to the school program are not eligible under these policies.
 - 1. An employee may be allowed a total of ten (10) days absence in any one year with full pay for death in the immediate family, with no more than five (5) days for any one occurrence. These days shall not be deducted from the accumulative sick leave. Immediate family is defined to include husband, wife, parents, sisters, brothers, sons, daughters, mother-in-law, father-in-law, grandparents, and grandchildren.
 - 2. In case of death of a relative of the second degree absence of one (1) full day may be allowed with full pay. This day shall not be deducted from the accumulative sick leave. Definition: "Second degree relative" shall be understood to include--aunt, uncle, nephew, niece, cousin, and in-laws.
 - 3. In case of death of a person other than those listed above, the deduction of a substitute's pay will be made upon prior approval of the absence by the Superintendent. (For teachers and custodians.)

4. Leave is provided for three (3) days per school year for personal emergencies or for personal business which cannot be transacted outside of working hours. Notification for such leave shall state that the leave is being taken under terms of Article XX and shall be submitted not less than forty-eight (48) hours in advance except in cases of emergency. This provision is not intended to be used to extend vacation or recess periods. Individuals may appeal special circumstances to the Superintendent.

Personal leave days not taken in any school year will be converted to sick leave at the end of the year and added to the employee's accumulated sick leave at the beginning of the next school year.

5. A doctor's certificate is required for any absence before or after a holiday period. Failure to submit a doctor's certificate shall result in full loss of pay.

6. Leave for military purposes shall be in accordance with the applicable statutes. Compensation during such leave may be the difference between the commissioned officer's pay and the teacher's compensation. Arrangement shall be made whenever possible to have such leave during other than the school year.

7. Leave in late June or early September for NDEA or other approved program shall be granted without pay and only when the time involved is five (5) days or less.

8. Other leaves of absence with pay may be granted by the Board of Education.

9. For the purpose of computing sick days or personal days used, only a half day shall be deducted from the accumulated days if the absence is less than three and one-half (3½) hours in duration except in those cases where school is in session for one-half (½) day. In those instances, a full day will be charged.

B. Leave of Absence Without Normal Rate of Pay

A leave of absence for a period not exceeding two (2) days, other than that defined in these

policies, and receiving prior approval by the Superintendent of Schools, shall be considered leave with full deduction of pay.

C. Computation of Salary Deduction

Any deduction for leave of absence without pay shall be made on the following basis:

1. Teacher 1/184 of the annual salary.
2. Twelve (12) months employees 1/240 of the annual salary.
3. Ten (10) month non-certificated employee 1/200 of the annual salary.

ARTICLE XXI

CHILD BEARING LEAVE OF ABSENCE

- I. A. A teacher shall notify the Superintendent of Schools as soon as her pregnancy is medically certified.

B. Child-bearing leave shall be per statutory requirements.

C. The Board shall grant extended leaves of absence without pay for child rearing under the following terms:

1. Leaves Terminating Within The School Year

Any teacher seeking a leave of absence for child rearing and wishing to return to employment within a school year in which he/she commences his/her leave shall apply to the Board of Education for said leave at any time prior to birth. At the time of application, the teacher shall specify in writing the date on which he/she wishes to commence leave and the date which he/she wishes to return to work after birth.

2. Leaves Terminating Subsequent To The School Year

Any teacher seeking a leave of absence for child rearing and wishing to return to employment from said leave shall apply at any time prior to birth or within thirty (30) calendar days subsequent to birth. At the time of application, the teacher shall specify the date on which he/she wishes to commence leave and the fact that he/she wishes that leave to extend beyond the school year in which that leave commences. The child rearing leave of absence

shall be without pay. The teacher may return to employment at the beginning of any of the two school years following the school year in which his/her leave commences. The expiration of all child rearing leaves of absence shall coincide with the beginning of the school year and the teacher shall give the Board written notice of his/her intention to return by April 1, or no less than four (4) months prior to the beginning of a school year in which he/she wishes to return. Any teacher may terminate his/her leave at any time giving reasonable notice (60 days) to the Board of Education provided that the reason or condition for applying for said leave no longer exists.

- D. 1. Leaves of absence of any non-tenured teacher shall not extend beyond the end of the contract school year in which that leave is obtained.
2. Child rearing leave time shall not be credited toward salary or in-service increments nor shall the time involved in such child rearing leave be counted towards the fulfillment of the time requirements for acquiring tenure.
3. Prior to return to teaching from sick leave for medical disability, the teacher shall produce a certificate from her physician stating that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the following manner: Any difference of medical opinion between the Board's physician and the employees' physician, the Board request expert consultation in which case the Ocean County Medical Society shall appoint an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
4. The Board and the principal assume no responsibility for reassigning teachers to the same classroom or the same grade.

5. Female tenure teachers legally adopting a preschool child shall be granted a leave without pay up to a maximum of two years for child rearing purposes.

6. A teacher on leave under this section may elect to continue the medical insurance program at his/her own expense at the rate paid by the Board for full-time teachers. He/she shall reimburse the Board one (1) month in advance for the duration of his/her leave.

II. Maternity Leave of Absence: Custodians

A custodian shall notify the Superintendent of Schools as soon as her pregnancy is medically certified.

A. Custodians may remain in regular status during those months of pregnancy which occur during the school year for which she has signed a contract for employment, provided, however, that the Board of Education may remove any pregnant custodian from her duties on any one of the following bases:

1. Performance

Her performance has substantially declined from the time immediately prior to her pregnancy.

2. Physical Incapacity

Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:

a. the pregnant custodian fails to produce a certification from her physician that she is medically able to continue working, or

b. the Board's physician and the custodian's physician agree that she cannot continue working, or

c. following any difference of medical opinion between the Board's physician and the custodian's physician, the Board requests expert consultation in which case the Ocean County Medical Society shall appoint an impartial third physician who shall examine the custodian and whose medical opinion shall be conclusive and binding on the issue of medical capacity to

continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the custodian and the Board.

3. Just Cause

Any other "just cause" as defined in N.J.S.A. Title 18A.

- B. The Board shall grant extended leaves of absence without pay to pregnant custodians under the following terms:

1. Leaves Terminating Within The School Year

Any custodian seeking a leave of absence for pregnancy and wishing to return to employment within a school year in which she commences her leave shall apply to the Board for said leave at any time prior to birth. At the time of application, the custodian shall specify in writing the date on which she wishes to commence leave and the date which she wishes to return to work after birth.

2. Leaves Terminating Subsequent To The School Year

Any custodian seeking a leave of absence for pregnancy and wishing to return to employment subsequent to the school year in which they commence their leave shall apply for said leave at any time prior to birth. At the time of application, the custodian shall specify the date on which she wishes to commence leave and the fact that she wishes that leave to extend beyond the school year in which that leave commences. The maternity leave of absence shall be without pay. The custodian may return to employment at the beginning of any of the three school years following the school year in which her leave commences. The expiration of all maternity leaves of absence shall coincide with the beginning of the school year and the custodian shall give the Board written notice of her intention to return by April 1, or no less than four months prior to the beginning of a school year in which she wishes to return.

- C. 1. Leaves of absence of any custodian shall not extend beyond the end of the contract school

year in which that leave is obtained.

2. Prior to return to work from maternity leave, the custodian shall produce a certificate from her physician stating that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph A. 2.c.

III. Maternity Leave of Absence: Secretaries

A secretary shall notify the Superintendent as soon as her pregnancy is medically certified.

A. Secretaries may remain in regular status during those months of pregnancy which occur during the school year for which she has signed a contract for employment, provided, however, that the Board may remove any pregnant secretary from her duties on any of the following bases:

1. Performance

Her performance has substantially declined from the time immediately prior to her pregnancy.

2. Physical Incapacity

Her performance has substantially declined her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:

a. the pregnant secretary fails to produce a certification from her physician that she is medically able to continue working, or

b. the Board's physician and the secretary's physician agree that she cannot continue working, or

c. following any difference of medical opinion between the Board's physician and the secretary's physician, the Board requests expert consultation in which case the Ocean County Medical Society shall appoint an impartial third physician who shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination shall be shared equally by the secretary and the Board.

3. Just Cause

Any other "just cause"; as defined in N.J.S.A. 18A.

B. The Board shall grant extended leaves of absence without pay to pregnant secretaries under the following terms:

1. Leaves of absence of any non-tenured employee shall not extend beyond the end of the contract year in which that leave is obtained.

2. Sick leave may be utilized, if accrued, for the four week period before and after childbirth. Extended leave without pay shall be from the period of childbirth or the twenty (20) days thereafter. Leaves commencing prior to January 1 of the contract year, terminate the following September. Leaves commencing after January 1 terminating the following September or the September of the next succeeding school year. Notification of return must be made by the employee by April 1. The employee pays her own hospitalization costs during the period of leave. The employee upon return will be granted the same category, but possibly not the same position upon return. Leave time shall not count toward salary increments or longevity.

Prior to returning from leave for medical disability, the employee shall file with the Board a certificate from her physician stating that she is physically capable of resuming her duties.

ARTICLE XXII

EXTENDED LEAVES OF ABSENCES

A leave of absence for good cause may be granted at the discretion of the Board of Education. Such leave will be without pay. The Medical Insurance Program will be continued at the employee's own expense.

ARTICLE XXIII

SUBSTITUTES

A. Substitutes For Teachers

The practice of using a regular teacher as a substitute is undesirable and shall not be per-

mitted. This does not prohibit the infrequent assigning of a teacher to a class or a duty because of an emergency, the sudden illness of a staff member, the pending arrival of a substitute or other good cause.

There shall be no loss of sick time for any day when a teacher is sent home by the school nurse or administration because of illness, provided classes are covered by a regular teacher where no substitute is needed or in such cases where the department head and/or principal report that the required work for the day has been completed. This does not apply when a teacher is absent for a full day.

B. Substitutes for Custodians

1. A substitute shall be assigned by the head custodian of their respective buildings.

2. A custodian shall notify his/her immediate supervisor of his/her absence with at least four (4) hours notice so that a substitute can be assigned.

3. Each head building custodian and district supervisor shall strive to maintain and upgrade an adequate substitute list wherever possible.

ARTICLE XXIV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Tuition Grant Payment Plan

In order to improve instruction and to assist the staff to keep abreast of current methods, procedures, and research, the Board of Education has in effect a reimbursement plan for certain approved credits, as follows:

1. The Board shall reimburse teachers up to a maximum of six (6) credits subject to approval of the Superintendent according to the following system:

a. \$125 per credit for courses related to the teacher's assigned field of teaching.

b. \$75 per credit for all other courses.

2. Nothing contained herein shall be construed to deny or restrict teachers currently enrolled in

accredited and approved graduate programs as of October 1, 1976 from receiving tuition reimbursement equal to that received pursuant to the 1975-76 Agreement By and Between the Point Pleasant Board of Education and Point Pleasant Education Association, provided, however, proof of matriculation (defined as enrollment in a regular degree program) prior to said date be provided upon request. Such teachers shall be considered grandfathered under the 1975-76 Agreement pertaining to the tuition grant payment plan.

3. Payment shall be made upon presentation of proof of successful completion of course work and upon reemployment the following year.

B. Implementation

1. All courses need prior approval, and requests under this plan must be submitted by November 1 of current school year for reimbursement.

2. Courses for which there is no tuition charge or which are financed by other than the teacher's personal resources--such as NDEA or other government grants are not eligible for reimbursement.

3. Course payments, as a matter of finances, must be included in the school budget. Thus courses approved and taken in one year will be reimbursed the following September. To include the money in the budget, the teachers interested in reimbursement under this plan must file Form A--Notification of Intent to Enroll in Reimbursement Courses, and after completion of course, Form B--Request for Reimbursement, accompanied with the appropriate transcript.

4. Form A must be filed by November of each year. Form B must be filed by October of each year.

5. Eligibility under this plan is restricted to teachers with a limited or permanent certificate. Credits required for certification are not eligible for reimbursement.

6. Credits eligible under this plan (a) cannot be cumulative or transferable from one year to the next, (b) are not acceptable for the in-service

allotment or longevity payment, (c) must be taken within the preceding year, and (d) must be in the teacher's teaching field of assigned duties.

7. It is recommended that textbooks obtained under the above plan be donated to the library for use of the professional staff.

8. Secretaries

The Board of Education shall pay up to \$60 per credit to a maximum of six (6) approved credits per year. This shall include approved courses in the Professional Development Program of the N.J. Association of Educational Secretaries and approved skills courses.

A minimum of one workshop shall be held annually within the district for secretaries during regularly scheduled work hours.

C. In-Service Increment

The purpose of the in-service increment is to promote the teaching efficiency of the teacher. After completion of each 4, 8, 12, 16, 20, 24, and 28 years' period of continuous teaching service in the Point Pleasant Borough schools, teachers shall be eligible for a \$200 increment (up to a maximum of \$1,000 or five (5) increments) upon presentation of three (3) graduate credits obtained with the prior approval of the Superintendent of Schools and which are reasonably related to the teachers' duties in Point Pleasant. These credits may be obtained the year prior, during, or the year following the point in time in which eligibility for the in-service increment occurs. Failure to become eligible during this period results in forfeiture of that particular increment. Approved leaves of absence do not interrupt the continuity of eligibility but are not counted as far as meeting the eligibility time. The implementation of the policy to meet unusual or specialized course requirements shall be at the discretion of the Superintendent. Notification of intent to file under this eligibility shall be done by November 1 of each year. Final approval shall be made upon determination of course and program. If three credits are used for in-service incre-

ment, up to six remaining credits can be used for reimbursement under the tuition grant payment plan with prior approval.

D. Professional Program Payments to Secretaries

Secretaries shall be granted a stipend for completing various certificates in the Professional Development Program:

First Certificate (9 credits)	\$50
Second Certificate (30 credits)	100
Third Certificate (60 credits)	150

E. Sabbatical Leaves

1. Purpose

A sabbatical leave shall be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system.

2. Conditions

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

a. Percentage of teachers

If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of two (2) teachers at any one time.

b. Requests

Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than January 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.

c. Minimum Time To Qualify

The teacher has completed at least seven (7) full school years of service in the Point Pleasant Borough School District.

d. Pay

A teacher on sabbatical leave (full year/one semester) shall receive half the salary he/she would have received if he/she had remained on active duty if said leave is for study, travel, or other reasons.

e. Return

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the

level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence and he/she shall be credited with all other benefits for which he/she would have been entitled during the period of his/her leave and continuing thereafter upon his/her return. The teacher will return to the school district for a period of two (2) years upon completion of the sabbatical. Teachers who do not return to the district from sabbatical or who return and do not remain in the district for at least two (2) years shall be required to reimburse the Board of Education for the salary and medical insurance premiums paid during the sabbatical year.

f. Medical Coverage/Insurance

Blue Cross, Blue Shield and any other medical or insurance benefit shall remain in effect during the sabbatical year.

**ARTICLE XXV
PROTECTION OF TEACHERS**

- A. A teacher may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- B. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

**ARTICLE XXVI
INSURANCE PROTECTION FOR
TEACHERS, CUSTODIANS
AND SECRETARIES**

- A. The following medical insurance plan is in effect:
 - 1. Blue Cross/Blue Shield (including U.C.R./PACE coverage).
 - 2. Super J (\$400 coverage).
 - 3. Vision Service Plan (the Modified A Plan--exams and glasses every two years, no deductible).

4. Extended care facilities.
 5. Delta Dental coverage plan including orthodontics.
 6. Major Medical catastrophic.
- B. The Board shall assume the full cost of the above program for the employee and immediate family, specifically wife/husband and children.
- An employee may, however, elect to receive twenty-five (25%) percent of the cost of the premium of any of the above insurance packages in lieu of coverage in accordance with the incentive plan set forth in Appendix I.
- C. Medical emergency rider and dependent children coverage to age twenty-five (25) years.
- D. A \$1 (one dollar) co-pay prescription plan.
- E. Major medical lifetime coverage will become unlimited effective upon settlement of this Contract.

ARTICLE XXVII PERSONAL AND ACADEMIC FREEDOM

- A. The Board of Education shall agree to follow the law with respect to the protection of individuals and the pursuit of academic freedom by teachers.
- B. The personal life, outside study or other activities undertaken by employees during their non-duty hours are at the discretion of the individual. Such activities should not impair the employee's ability to carry out his/her duties effectively.

ARTICLE XXVIII DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Point Pleasant Education Association, the Ocean County Education Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such Associations as said employees in-

dividually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, rules established by the State Department of Education.

Said monies together with records of any corrections shall be transmitted to the treasurer of the Point Pleasant Education Association by the fifteenth of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing in the form set forth below:

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____

Social Security No. _____

School Building _____

District _____

To: Disbursing Officer _____

Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefore.

I designate the _____

Association to receive dues and distribute according to the organization(s) indicated:

_____ Association _____

_____ County Education Association _____

New Jersey Education Association _____

National Education Association _____

- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
- D. The filing of notice of an employee's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.
- E. Employees participating in the plan shall file with the Board of Education and the Mon-Oc Teachers Federal Credit Union appropriate authorization of all deductions.

**ARTICLE XXIX
TEACHERS EXTRA-CURRICULAR
ACTIVITIES**

- A. Extra-curricular personnel shall be compensated as set forth in Appendixes B, C, D, and E which are attached hereto and made a part of.
- B. Extra-curricular services are all those for which teachers are responsible to the Administration, and are in excess of teaching and professionally related duties.
- C. A list of all vacancies and new positions in extra curricular activities planned for that year shall be posted for five (5) school days on the bulletin boards of the faculty rooms in each building so that interested teachers may apply for any vacancies. Any teacher may request to be considered for any coaching or extra-curricular position at any time. All of those requests shall be maintained in the Superintendent's office. This office shall notify those teachers who have filed a request for the particular activity in writing when a vacancy occurs in the summer.
- D. Extra service performed upon an irregular basis and new extra-curricular activities, when ap-

proved by the Administration, shall be remunerated and the amount shall be negotiated by the Association prior to teacher participation in the activity.

- E. Notification of contractual status in salary in addition to the basic teaching contracts shall be issued not later than May 30.
- F. Fund raising for student activities shall be as approved by the Board. The advisor shall not be personally responsible for the raising of the funds but shall retain accountability for funds raised.

ARTICLE XXX

WORK YEAR

- A. The teacher work year shall be one hundred eighty-four (184) days.
- B. The work year for custodians shall be from July 1 to June 30 of the next consecutive year.
- C. Ten (10) month secretaries shall have a work year beginning September 1 and ending June 30 less all holidays accruing to the teachers.
- D. Twelve (12) month secretaries shall have a work year beginning July 1 and ending June 30 less all holidays accruing teachers.

ARTICLE XXXI

MISCELLANEOUS PROVISIONS

- A. 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.
- 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 the Agreement. If an individual contract contains any language inconsistent with this Agreement, this agreement during its duration shall be controlling.

- C. The Board and the Association mutually agree to adhere to the requirements of the laws concerning discrimination.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
 - 1. If by Association, to the Board at Board of Education Office, Point Pleasant, New Jersey.
 - 2. If by Board, to the Association at Point Pleasant Boro High School, Point Pleasant, New Jersey.
- E. Teachers volunteering for bedside instruction shall be compensated at the rate of fifteen (\$15) dollars per hour.
- F. Teachers who are assigned to summer curriculum work will be paid \$500 for a semester's curriculum and \$1,000 for a year's curriculum, or, at the option of the Board, teachers may be paid at the rate of \$15 per hour for summer curriculum work.
- G. If the New Jersey Legislature enacts a new minimum teaching salary law during the life of this Agreement which provides funds in excess of what is required to bring teachers to the new minimum, the parties will negotiate the distribution of such funds.

ARTICLE XXXII

RETIREMENT BENEFITS

A. Medical Benefits

Upon retirement an employee employed in the district may elect to continue membership in the Medical Insurance Program at the group rate at the employee's own expense. Payment for participation in the program shall be made to the Board Secretary one month in advance. The spouse of a deceased and/or retired teacher from the district may continue this participation at his/her own cost.

B. Unused Sick Days--Teachers

It is understood that sick days transferred into this district shall be used first when illness occurs. If any days are left from another district, they may not be used for a retirement benefit.

Upon retirement a teacher shall be compensated for unused sick days accumulated in the district at a rate of .0025 x step #1 of the BA guide in the retiring year times the number of accumulated unused sick days. He/she may select one of two payment options:

1. receipt of payment immediately upon separation from the system, or
2. receipt of payment no later than January 30 of the following year.

To be eligible for this benefit a teacher must have taught for fifteen years in the district, and must notify the Board of his/her intention to retire by November 1 of the year preceding retirement.

C. Unused Sick Days--Custodians

Upon separation a custodian shall be compensated for unused sick days accumulated in the district as follows:

- | | |
|--------------------------|--------------|
| 1 to 70 days | \$20 per day |
| 71st and subsequent days | \$25 per day |

To be eligible for this benefit a custodian must have been employed in the district for fifteen (15) years and must notify the Board of his/her intention to terminate by November 1 of the year preceding separation. This benefit shall be reduced, modified, or become inapplicable if a legislative benefit of sick leave is enacted and chosen by the custodian.

D. Unused Sick Days--Secretaries

Severance pay shall be granted at the following rates for accumulated sick leave earned for fifteen (15) years in the district, payable upon retirement.

- | | |
|--------------------------|--------------|
| 1 to 70 days | \$20 per day |
| 71st and subsequent days | \$25 per day |

Notice of retirement must be given one year in advance in time for budgetary consideration. Failure to do so will result in benefits forfeited until the following year.

1. Sick leave must be earned in the district.
2. Must have fifteen (15) years service in the district as a minimum.
3. Intention is a retirement (not vesting, not changing jobs, etc.)

4. Does not include any sabbaticals.

If an early retirement should occur prior to fifteen (15) years of service in the district, severance pay shall be granted at the above rates, less twenty (20%) percent per year.

E. Severance Pay--Aides

Aides with ten (10) years of service in the district will receive a severance payment of \$100.00. Aides with twenty (20) years of service in the district will receive a severance payment of \$200.00.

F. The payments provided in paragraphs B., C., D. and E. above will be paid to the estate of any employee who would be otherwise qualified for this benefit who dies while in the service of the district.

ARTICLE XXXIII

REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any member 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 the 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 of representation.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum

In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee

should be equal in amount to the regular membership dues, and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

3. Deduction and Transmission of Fee

a. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph b. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule

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

- 1) ten (10) days after receipt of the aforesaid list by the Board; or
- 2) thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining unit position or was on layoff, in which event the deduction will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, which ever is later.

4. Termination of Employment

If an employee who is required to pay a representation fee terminates his/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.

5. Mechanics

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

6. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

7. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who begin their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

8. Indemnification

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

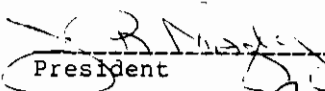
ARTICLE XXXIV
EMPLOYEE ASSISTANCE PROGRAMS

The Board and the Association shall create a committee comprised of two board members, two association members, and the Superintendent of Schools to create an employee assistance program. The recommendation of the committee shall be incorporated into the agreement with the approval of the Board and the Executive Committee of the Association.

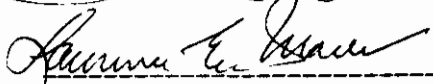
ARTICLE XXXV
DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1988, and shall continue in effect until June 30, 1990. 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.

Point Pleasant Borough Board of Education

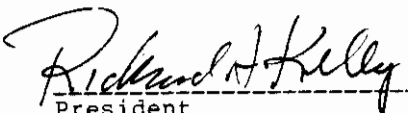


President

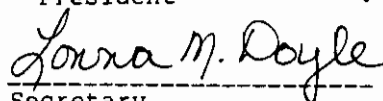


Secretary

Point Pleasant Education Association



President



Secretary

APPENDIX A
TEACHERS SALARY GUIDE
1988 - 1989

Step	Bachelor's Degree	Bachelor's Degree plus 30 Credits	Master's Degree	Master's Degree plus 30 Credits
1	\$21,280	\$21,730	\$22,505	\$23,155
2	21,580	22,030	22,805	23,455
3	22,220	22,670	23,445	24,095
4	23,170	23,620	24,395	25,045
5	23,970	24,420	25,195	25,845
6	24,560	25,010	25,785	26,435
7	25,510	25,960	26,735	27,385
8	26,410	26,860	27,635	28,265
9	27,965	28,415	29,190	29,840
10	29,560	30,060	30,785	31,435
11	30,760	31,260	31,985	32,735
12	33,410	33,960	34,685	35,335
13	36,110	36,660	37,385	38,035
14	40,610	41,410	41,885	42,535
15	0	0	43,310	44,110

APPENDIX A
TEACHERS SALARY GUIDE
1989 - 1990

Step	Bachelor's Degree	Bachelor's Degree plus 30 Credits	Master's Degree	Master's Degree plus 30 Credits
1	\$22,500	\$23,000	\$23,800	\$24,400
2	22,941	23,391	24,166	24,816
3	23,266	23,716	24,491	25,141
4	23,956	24,406	25,181	25,831
5	24,981	25,431	26,206	26,856
6	25,831	26,281	27,056	27,706
7	26,471	26,921	27,696	28,346
8	27,471	27,921	28,696	29,346
9	28,471	28,921	29,696	30,326
10	30,126	30,576	31,351	32,001
11	32,021	32,521	33,246	33,896
12	34,021	34,521	35,246	35,996
13	38,371	38,921	39,646	40,296
14	43,171	43,921	44,446	45,096
15	0	0	45,871	46,671

APPENDIX A-2
HISTORICAL PROGRESSION OF
SALARY GUIDE

1984 - 1985	1985 - 1986	1986 - 1987	1987 - 1988	1988 - 1989
1	1	2	3	4
2				
3				
4				
5				
6	2	3	4	5
7	3	4	5	6
8	4	5	6	7
9	5	6	7	8
10				
11	6	7	8	9
12				
13	7	8	9	10
14	8	9	10	11
15	9	10	11	12
16				
17	10	11	12	13
18				
19	11	12	13	14
20				
21	12	13	14	15*
22				
23	13	14	15*	15*
24				
25	14	15*	15*	15*
26				
27	15*	15*	15*	15*
28				

APPENDIX B
FACTOR GUIDE
1988 - 1989

FACTOR		FACTOR	
1	\$213	11	\$2341
2	426	12	2554
3	638	13	2766
4	851	14	2979
5	1064	15	3192
6	1277	16	3405
7	1490	17	3618
8	1702	18	3830
9	1915	19	4043
10	2128	20	4256
		21	4469

The base factor (1) will be equal to \$212.80 in 1988-89 and \$225.00 in 1989-90.

1989 - 1990

1	\$225	11	\$2475
2	450	12	2700
3	675	13	2925
4	900	14	3150
5	1125	15	3375
6	1350	16	3600
7	1575	17	3825
8	1800	18	4050
9	2025	19	4275
10	2250	20	4500
		21	4725

**APPENDIX C
COACHES SALARY SCHEDULE**

Steps	1	2	3	4	5
FOOTBALL					
HEAD	13	15	17	19	21
ASST.	11	13	15	16	17
BASKETBALL-BOYS/GIRLS					
WRESTLING					
HEAD	13	15	17	19	21
ASST.	9	11	13	15	16
BASEBALL					
GIRLS' SOFTBALL					
HEAD	11	13	15	17	18
ASST.	9	11	13	15	16
SOCCER, TRACK					
X-COUNTRY-BOYS/GIRLS FIELD HOCKEY					
HEAD	11	13	15	17	18
ASST.	9	10	11	12	14
BOWLING					
HEAD	7	8	9	10	12
GOLF					
HEAD	9	10	11	12	14
ASST.	11	13	15	16	17
EQUIPMENT MANAGER					
TENNIS					
HEAD	7	9	10	11	13

**APPENDIX C
COACHES SALARY SCHEDULE**

Steps	1	2	3	4	5
COLORGUARD/TWIRLERS					
HEAD	7	8	9	10	11
INDOOR TRACK BOYS/GIRLS					
HEAD	10	11	12	13	15
7th & 8th GRADE SOCCER					
HEAD	9	10	11	12	14
7th & 8th GRADE BASKETBALL					
WRESTLING					
HEAD	9	11	13	15	16
7th & 8th GRADE TRACK					
HEAD	6	7	8	9	11
CHEERLEADERS					
(September 1 to December 5)					
HEAD	7	8	9	10	12
ASST.	5	6	7	8	10
JR. HIGH					
ASST.	5	6	7	8	10
CHEERLEADERS					
(December 6 to March 31)					
HEAD	7	8	9	10	12
ASST.	5	6	7	8	10
JR. HIGH					
ASST.	5	6	7	8	10

WEIGHT LIFTING - HOURLY RATE

Minimum step adjustment for coaching on guide, round-off step to next \$100 amount and move to next step.

APPENDIX D
STUDENT ACTIVITIES SALARY SCHEDULE

Activity	1	2	3	4
Eighth Grade Advisor	5	6	7	8
Freshman Class Advisor	5	6	7	8
Sophomore Class Advisor	5	6	7	8
Junior Class Advisor	7	8	9	10
Senior Class Advisor	7	8	9	10
Advisor - Foreign Student Fellowship	4	5	6	7
Advisor - Art Club	4	5	6	7
Advisor - Future Homemakers	4	5	6	7
Advisor - Future Teachers	4	5	6	7
Advisor - Honor Society	4	5	6	7
Advisor - Key Club	5	6	7	8
Advisor - Keyettes	5	6	7	8
Advisor - Foreign Language Club	4	5	6	7
Advisor - School Paper	5	6	7	8
Advisor - Student Council	5	6	7	8
Advisor - Yearbook	7	8	9	10
Advisor - Vocal Music	7	8	9	10
Director - Instrumental Music-Band	10	11	12	13
Asst. Director - Instrumental Music-Band	5	6	7	8
Director - Jr. High Band	6	7	8	9

APPENDIX D

STUDENT ACTIVITIES SALARY SCHEDULE

Activity	1	2	3	4
Director - Elementary Band	6	7	8	9
Advisor - Jr. High Chorus	4	5	6	7
Advisor - Ocean Road Chorus	4	5	6	7
Advisor - Bennett Chorus	4	5	6	7
Advisor - Jr. High Chef's Club	4	5	6	7
Advisor - Jr. High Art Club	4	5	6	7
Advisor - Jr. High Photography Club	4	5	6	7
Advisor - Jr. High Builders Club	4	5	6	7
Advisor - Jr. High Student Council	4	5	6	7
Advisor - Jr. High Yearbook	5	6	7	8
Advisor - Jr. High A.V.	5	6	7	8
Advisor - Chess Club	5	6	7	8
Intramural Activities	4	5	6	7
Advisor - Pep Club	4	5	6	7
Advisor - Math Club	4	5	6	7
Advisor - Craft Club	4	5	6	7
Advisor - Literary Magazine	5	6	7	8
Advisor - Olympics of the Mind	5	6	7	8
Advisor - Jr. High Computer Club	4	5	6	7
Advisor - Jr. High Math/Science Club	4	5	6	7

APPENDIX E
DRAMATIC ARTS SALARY SCHEDULE

DRAMA AND COMEDY

Director
Assistant Director
Set Design and Decoration
Costumes and Make-up

1	2	3	4
5	6	7	8
4	5	6	7
4	5	6	7
4	5	6	7

MUSICAL

Director
Assistant Director
Instrumental Music
Vocal Music
Choreographer
Set Design and Decoration
Costumes and Make-Up

7	8	9	10
5	6	7	8
5	6	7	8
5	6	7	8
5	6	7	8
4	5	6	7
4	5	6	7

APPENDIX F
CUSTODIANS/MAINTENANCE
SALARY GUIDES
1988 - 1989

Step	Custodians	Maintenance
1	\$14,000	\$15,000
2	15,500	17,000
3	17,000	19,000
4	18,500	21,000
5	20,000	23,000
8	21,500	25,000
12	23,000	27,000
16	24,500	29,000
18	26,000	
20	27,500	31,000

1989 - 1990

Step	Custodians	Maintenance
1	\$15,035	\$16,035
2	16,535	18,035
3	18,035	20,035
4	19,535	22,035
5	21,035	24,035
8	22,535	26,035
12	24,035	28,035
16	25,535	30,035
18	27,035	
20	28,535	32,035

No in-service increments.

Night differential - \$500

Maintenance supervisor differential - \$400

Differential for head custodians:

Ocean Road	\$1,225
Nellie Bennett	1,350
Memorial	1,500
High School	1,500

APPENDIX G

SECRETARIES SALARIES

The individual salaries of secretaries employed in the district in 1987-1988 will be in accordance with the list agreed upon by the parties and maintained in the Board Secretary's Office for 1988-1989 and 1989-1990.

In-service payments of \$200 will be added after completion of seven, ten, and fifteen years, as follows:

completion of 7 years, but less than	10 years \$200
completion of 10 years, but less than	15 years \$400
completion of 15 years	\$600

APPENDIX H

AIDES' SALARY GUIDE

1988 - 1989
1989 - 1990

To arrive at your 1988-89 wage read directly across from your 1987-88 wage. Do the same thing on the second guide to find your 1989-90 wage.

FIRST YEAR

INSTRUCTIONAL/CLERICAL			SUPERVISORY		
Step #	87-88	88-89	Step #	87-88	88-89
1	\$4.35	\$5.00	1	\$4.35	\$4.50
2	4.70	5.50	2	4.35	5.00
3	5.20	6.00	3	4.70	5.50
3	5.40	6.00	4	5.20	6.00
4	5.60	6.50	4	5.40	6.00
4	5.85	6.50	5	5.60	6.50
5	6.25	7.00	5	5.85	6.50
6	6.45	7.50	6	6.25	7.00
6	6.75	7.50	7	6.45	7.50
7		8.00	7	6.75	7.50

SECOND YEAR

INSTRUCTIONAL/CLERICAL

SUPERVISORY

INSTRUCTIONAL/CLERICAL		SUPERVISORY	
Step #	88-89	Step #	89-90
		1	\$5.25
1	\$5.00	2	5.50
2	5.50	3	6.05
3	6.00	4	6.60
4	6.50	5	7.15
5	7.00	6	7.70
6	7.50	7	8.05
7	8.00	8	8.80

1. The Board will determine annually the number of aides and the number of hours work required of each.
2. Aides paid at the higher rate can be assigned to any aides' duty.
3. Aides paid at the lower rate will be paid at the instructional aides rate for all time in which they work in that capacity.

APPENDIX I INCENTIVE PLAN

1. Which employees are eligible for this Incentive?

Employees who are eligible to receive Blue Cross, Blue Shield, Major Medical, Rider J. Dental, and Prescription for family coverage, or employees who are eligible for husband/wife coverage.

2. Is the Incentive Plan voluntary?

Yes. No employee must participate if she or he chooses not to do so.

3. What is the purpose of the Plan?

The purpose of the plan is to encourage eligible employees to waive unnecessary duplicate family coverage. It is the Board's belief that a significant amount of money is spent on such duplicate coverage. It is also true that the benefit individual employees gain from duplicate coverage is, in almost all cases, far less in dollar terms than what it costs to provide such potential benefit.

4. What is the "Incentive" portion of the Plan?

Employees who are eligible for family or husband/wife Blue Cross/Blue Shield, dental and prescription insurance and who waive such coverage for a full year shall receive 25% of the premium cost of the waived insurance.

5. An employee who has no other family Blue Cross/Blue Shield coverage, or another company's health coverage. Should he/she take part in this Plan?

No. Such a waiver will not be allowed.

6. If a spouse has family Blue Cross/Blue Shield coverage, or another company's health coverage, should the employee participate in the Plan?

That is an individual determination. Health insurance plans differ. The judgment about whether your plan is better than your spouse's plan must be weighed carefully. Secondly, Blue Cross/Blue Shield has provided an additional benefit to families who have both spouses covered by separate family insurance. This is known as "coordination of benefits". In order to decide whether you may want to participate in this incentive plan, you must judge

whether the "coordinated benefits" feature you now possess is probably necessary or unnecessary in your family situation.

7. What is the "Coordinated Benefits" feature?

Under any Blue Cross/Blue Shield plan, there is a possibility that the major medical deductible that must be paid by an insured, in certain cases, may be partially picked up by Blue Cross/Blue Shield in cases where there are two family members with coverage.

8. If an employee waives coverage, may he/she re-enroll during the year?

Yes, but only at the open enrollment periods.

9. What if an employee waives coverage, then needs coverage during the year?

As part of the agreement between the parties, the Board will fully reimburse any employee for coverage until he or she can be re-enrolled in our plan. Blue Cross/Blue Shield of New Jersey offers individual coverage to any person at any time of the year. The noncovered employee would enroll in the "Comprehensive Blue Cross" or "Modified Blue Cross", whichever is applicable, Blue Shield, Rider J and Major Medical plan. This Plan differs in very minor ways from the District's plan. It would be the employee's obligation to inform the District of pending loss of coverage. We will assist with necessary forms to begin individual Blue Cross/Blue Shield coverage.

10. If an employee re-enrolls during the year, will he/she receive the incentive payment?

No.

11. If an employee waives coverage for an entire year, may he/she re-enter the plans on the next enrollment date?

Yes.

12. When do employees receive their incentive payment?

Payment will be made about October 31 in a separate check. Because of IRS withholding and other laws, some deductions must be made at that time.

13. Is there any way to avoid paying taxes on this payment?

While we can't avoid withholding monies, there is a way to shield such money from U.S. taxes. We suggest employees consider using the payment to begin or add to an IRA account if they are eligible. The amount deposited and the interest earned may be free of United States taxes until it is withdrawn. (Employees should consult IRA sources such as banks or investment counselors for further details). Employees could also take advantage of the current tax-sheltered annuity plan made available through payroll deduction.

14. How does an employee sign up for this Plan?

Each potentially eligible employee will receive a form from the administration. It will contain a final return date and waiver of coverage, and will specify the incentive payment which will be received.

15. What if the incentive plan begins later than November 1 in the first year of operation?

In the first year, if the waiver covers less than 12 months, the incentive payment shall be paid proportionately.

16. How long will this plan exist?

For the duration of this contract. Specific contract language will be drafted to make the clause self-expiring at the conclusion of the contract unless both parties agree to continue the plan.

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— NOTES —

— NOTES —