

A G R E E M E N T

between

MONROE TOWNSHIP BOARD OF EDUCATION

(Collective Bargaining)

and the

MONROE TOWNSHIP FEDERATION OF TEACHERS

JULY 1, 1980 -- JUNE 30, 1982

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ARTICLE I

RECOGNITION

1 The Board recognizes the Monroe Township Federation of Teachers, Local 3391, American Federation of Teachers, AFL-CIO as the sole and exclusive bargaining agent pursuant to N.J.S.A. Title 34.

ARTICLE II

NONDISCRIMINATION CLAUSE

- 2:1 The parties agree to follow a policy of nondiscrimination against any employee on the basis of race, color, creed, age, national origin, sex, marital status or membership, participation in or lack of participation in, association with or lack of association with the activities of any employee organization.
- 2:2 Employees shall be entitled to full rights of citizenship as granted under Federal and State Laws. No religious or political activities of any employee or the lack thereof shall be grounds for any disciplinary action or discrimination with respect to the employment of such employee.
- 2:3 The private or personal life of any employee is not within the appropriate concern or attention of the Board except when there is a violation of law or an action that is definitively detrimental to the operation of the school system.

ARTICLE III
GRIEVANCE PROCEDURE

3:1 Definitions

3:1.1 A grievance is a complaint that there has been a violation or misinterpretation of any provision of this agreement.

3:1.2 The term "Grievant" shall be considered to include: any individual staff member, a group of staff members, or the Federation. The individuals involved shall be specified when the Federation is the grievant.

3:2 Time Limits

3:2.1 A grievance shall be initiated in writing within thirty (30) calendar days of the event. If the grievant could not have reasonably known of the event, the initial time period shall commence from the point at which he could have known.

3:2.2 Failure at any step of this procedure to communicate a decision or hold a grievance meeting within the specified time limits shall permit the aggrieved to proceed immediately to the next step.

3:2.3 The time limits specified at any step may be extended in any particular instance by mutual agreement between the Federation and the Superintendent. Such extensions must be in writing.

3:3 Informal Level

An attempt may be made to resolve any complaint by discussion between the grievant, the Federation representative and the appropriate supervisor or administrator before differences become formalized as grievances.

3:4 Formal Levels

Grievances shall be presented and adjusted in accordance with the following procedures:

- 3:4.1 Step One - A grievance shall be presented in writing through or by the authorized Federation representative to the building principal. The principal shall within seven (7) calendar days after receipt of the grievance meet with the grievant and the authorized Federation representative in an effort to adjust the matter to the satisfaction of all concerned. The principal shall make a decision and communicate it in writing to the grievant and the authorized Federation representative within twelve (12) calendar days of the date he initially received the written grievance.
- 3:4.2 Step Two - The decision of the building principal may be appealed in writing to the Superintendent within seven (7) calendar days after its receipt by the grievant and the authorized Federation representative. The Superintendent shall within seven (7) calendar days after receipt of the appeal meet with the grievant and the authorized Federation representative in an effort to adjust the matter to the satisfaction of all concerned. The Superintendent shall within fourteen (14) calendar days of receiving the written grievance make a decision and communicate it in writing to the grievant and the authorized Federation representative.
- 3:4.3 Step Three - Within seven (7) calendar days after the receipt of the decision of the Superintendent, an appeal in writing may be made by the grievant to the Board. Representatives of the Board shall hold a hearing within twenty (20) calendar days of receipt of such notice of appeal and shall render a decision in writing to the grievant and the authorized Federation representative within twenty-five (25) calendar days of receiving the written appeal.
- 3:4.4 Step Four - Within fifteen (15) calendar days after receipt of the decision of the Board, an appeal may be made by the Federation to the American Arbitration Association (A.A.A.) for arbitration under its

rules. Both parties agree to abide by A.A.A. rules and procedures in the selection of an arbitrator. The arbitrator shall hold a hearing within twenty (20) calendar days of his appointment at a mutually agreed upon time and place. The decision shall be final and binding upon the parties, but the arbitrator shall have no authority to add to, subtract from or modify this agreement.

3:5 Costs

The fees and expenses of the arbitrator shall be shared equally by the two parties.

3:6 General Provisions

3:6.1 It is expected that meetings held under this procedure will be conducted outside of school hours and at a place which will afford an opportunity for all persons proper to be present. "Persons proper to be present" for the purposes of this section is defined as the grievant, the authorized Federation representative, and qualified witnesses. In the event meetings are held during school time, by mutual consent, none of the persons proper to be present shall suffer any loss of pay and shall be provided class coverage.

3:6.2 The federation shall be immediately notified when a grievance hearing is scheduled beyond the informal step and shall have the right to be present at all such hearings.

3:6.3 Only the Board, the aggrieved and the authorized Federation representative shall be given copies of the arbitrator's report and recommendation.

ARTICLE IV

FEDERATION RIGHTS

4:1 Use of Facilities

- 4:1.1 The Federation shall have the exclusive use of a bulletin board in each faculty lounge and faculty dining room for the posting of official Federation notices and announcements.
- 4:1.2 The Federation shall have the right to place materials in bargaining unit members' mailboxes and shall have the use of the interschool mail system. All reasonable effort will be made by the Federation to ensure that students are not exposed to such communications.
- 4:1.3 The Federation shall have the privilege of using school buildings without cost for meetings before and after school when such facilities are not in use and provided there is no additional cost to the Board.
- 4:1.4 The Federation shall have the right to use all office equipment when not otherwise in use in all schools except for the office typewriters. A typewriter shall be provided for Federation use in each building. The Federation shall pay for the reasonable cost of materials incident to such use.

4:2 Released Time for Federation Officials

- 4:2.1 The Board shall grant five (5) days leave with pay to the President of the Federation or his designee, for purposes of administering the contract for the benefit of the parties.
- 4:2.2 The Federation President shall not be prevented from visiting schools, providing notification is first given to the building administrator, and that such visits shall not interrupt work or normal school operations.
- 4:2.3 One member of the bargaining unit may be granted a leave of absence without pay for one year to work for the local or state American Federation of Teachers. This may be extended at the option of the Board.

4:3 Payroll Deductions

4:3.1 In accordance with statutes, the Board agrees to deduct from the salary of each employee from whom it receives authorization to do so, the required amount of payment of Federation dues. Such payments, accompanied by a list of employees for whom deductions have been made and the amount of the deductions, shall be forwarded to the Federation Treasurer for the Local within the first seven (7) calendar days of the following month. After the initial list is forwarded, only monthly modifications to such in addition to the appropriate sums shall be forwarded to the Federation Treasurer.

4:3.2 The Board agrees to deduct from the salary of each employee from whom it receives authorization to do so, the required amount of fees for the payment toward a disability plan of the Federation's choice and the amounts deducted shall be forwarded to the appropriate office.

4:4 Federation Business

4:4.1 Federation officers shall not be prevented from visiting schools provided notification is first given to the building administrator, and that such visits shall not interrupt work or the normal school operation.

4:5 School Meetings

4:5.1 At the end of a faculty meeting, a Federation representative may announce a Federation meeting or meetings.

4:6 General Provisions

4:6.1 The Board agrees to make available to the Federation, upon request, any information in its possession which is a matter of public record which shall include but not be limited to a duplicate copy of the annual audit and budget that is submitted to the State Department of Education.

- 4:6.2 The Board shall make available to the Federation, upon request, a copy of the complete official minutes of all Board meetings. The Board agrees that the Federation may make copies of all or part of these minutes and documentations at reasonable expense.
- 4:6.3 The Board shall provide the opportunity for the teachers to plan in-service workshops in conjunction with the administration.
- 4:6.4 Each building principal will meet monthly at a time of mutual convenience with a representative of the Federation for the purpose of discussion on matters concerning the administration of this agreement. These meetings are not to be considered as negotiations and any conclusion arrived at as a result of such meetings shall not conflict with the collective bargaining agreement.
- 4:6.5 Any proposed changes in rules, regulations, and/or policy affecting working conditions must be negotiated between the Board and the Federation in accordance with N.J.S.A. Title 34.

ARTICLE V

WORKING CONDITIONS

5:1 Fair Employment Practices

- 5:1.1 Any tenured employee's suspension or dismissal for cause by the Board shall be controlled by N.J.S.A., 18A:6-10 et seq.
- 5:1.2 Any non-tenured teacher who is not offered a subsequent contract by the Board will be given written reasons upon request. The teacher shall have the right to appeal in accordance with the mandates of Title 6, New Jersey Administrative Code, and the time frames specified therein and may be represented by a Federation official and/or legal representative except that failure to grant a contract to a non-tenured teacher shall not be grievable.

5:1.3 The Board shall notify a teacher that his contract has or has not been renewed by April 30. Failure to notify is considered a renewal.

5:1.4 The Board ensures that any individual or group may take appropriate legal steps in their self-interest without fear of reprisal.

5:2 Academic Freedom

5:2.1 Employees shall have the freedom in the classroom to discuss, in a balanced, objective manner, such topics as are relevant to their subject and appropriate to the grade level. Personal opinions, if stated, shall be identified as such.

5:2.2 Employees shall select textbooks, AVA materials, and other teaching aids used for instructional purposes in the classroom, subject to the Board and/or administrative approval.

5:2.3 Teachers shall not be mandated a prescribed, inflexible methodology.

5:3 Assignments

5:3.1 In the determination of assignments, the conveniences and wishes of the individual teacher will be honored to the extent that those considerations do not conflict with the instruction requirements and best interest of the school system and the students. Considerations shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance and attendance record. An involuntary assignment shall be made only after a meeting between the teacher involved, the Superintendent, and the principal or principals of the schools involved at which time the teacher shall be notified of the assignment.

5:3.2 The Board agrees that teachers shall receive their assignments for the next school year prior to the last day of school. Changes required after this date will be mailed to their file address.

- 5:3.3 Every high school and middle school teacher shall be guaranteed a lunch period of at least thirty (30) minutes. Elementary teachers shall be guaranteed a lunch period of at least forty-five (45) minutes except for occasions when assigned to regular duty as per contract. Teachers shall not be restricted to their respective buildings during lunch periods.
- 5:3.4 Non-teaching duties may be assigned according to State laws and applicable legal decisions. There shall be no discrimination based upon sex, race, religion, or age in the assignment of such duties.
- 5:3.5 Academic preparation in the middle school and the high school shall not exceed four (4) in number, except on a voluntary basis.
- 5:3.6 When a teacher is required to relinquish a preparation period, he/she shall be compensated at the rate of \$6.50 per class coverage for the 1980-81 school year and \$6.75 for the 1981-82 school year.
- 5:3.7 Elementary preparation periods shall be scheduled at a minimum of 160 minutes per week per teacher.
High school and middle school preparation time shall be guaranteed at one (1) period per day per teacher.
- 5:3.8 High school and middle school teachers shall normally have five (5) teaching periods per school day; however, in some select circumstances, there may be more than five (5) teaching periods in the middle school and high school which shall not set a practice prejudicial to the position of either party in the event of any arbitration of this question.
- 5:4 Attendance Register
- 5:4.1 No teacher shall be required to maintain a central attendance register.

5:5 Calendar

5:5.1 A representative school calendar committee of six (6) members composed of two (2) administrators; two (2) certified employees, (M.T.F.T.); and two (2) non-certified employees, (bus drivers, secretaries, etc.) shall meet to formulate a tentative calendar. The committee shall submit a recommended calendar to the Superintendent. Prior to its adoption by the Board, the school calendar will be submitted to the Federation for its suggestions.

5:5.2 The in-school work year for teachers employed on a ten (10) month basis shall not exceed 188 days.

5:5.3 Substitute Lesson Plans

Recognizing the need for adequate planning, teachers shall make available each day: lesson plans, schedules, seating plans, and other information for the next school day or for longer periods as may be required by the principal, supervisor or department heads. These materials shall always be available for substitutes in a teacher's absence.

5:6 Class Interruptions

5:6.1 The administration in each building shall establish a given time period for normal, routine announcements.

5:7 Emergency School Closing

5:7.1 It shall be the duty of the Superintendent or his designee to make all decisions involving the closing of schools.

5:7.2 In the event that the schools are closed due to inclement weather, the telephone chain for contacting and informing bargaining unit members shall begin no later than one (1) hour before the earliest reporting time.

5:8 Evaluations and Personnel Files

- 5:8.1 All observations and evaluations of a teacher shall be made openly and with the full knowledge of the teacher. Each formal observation shall concern itself solely with the function or class observed.
- 5:8.2 Evaluations and observations shall be signed by the teacher to signify that he has been given the opportunity to read the observation or evaluation report. Signatures shall not be construed to indicate agreement with or acceptance of the observation or the evaluation.
- 5:8.3 If a teacher is dissatisfied with an observation or evaluation, he may make a written statement or response and have it permanently attached to the observation or evaluation and made part of the permanent file.
- 5:8.4 The evaluation of teachers shall be in accordance with the guidelines developed by the State Department of Education. Teachers shall be informed of the district's evaluation policy and procedures at the beginning of each school year, and new teachers shall be so informed at the time they receive their initial assignment.
- 5:8.5 The district shall continue not requiring teachers to submit to video tape or electronic evaluation or observation.
- 5:8.6 No teacher will be disciplined, reprimanded, reduced in rank or compensation without just cause. It is further assumed that constructive criticism or help offered a teacher is both a duty and a responsibility laid upon the principal and/or supervisory staff by the School Board and the Superintendent in order to help in the professional growth and competence of the teacher involved. This action, when necessary, must not be interpreted as discipline or reprimand.

- 5:8.7 No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file without just cause; and the teacher shall have an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his material shall be reviewed by the Superintendent or his designee and attached to the file copy.
- 5:8.8 The Board agrees to treat all personnel files confidentially. All teacher files containing evaluations and materials relating to teacher performance shall be treated in the following manner:
- a. The Board shall provide, at reasonable cost to each requesting teacher, copies of the records and reports contained therein.
 - b. A teacher shall have the right to inspect the contents of his file.
 - c. A teacher shall have the right to answer any material filed and his written answer shall be attached to the file copies.
 - d. Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate evaluation file which is not available for the teacher's inspection.
- 5:8.9 A teacher and his methods shall not be criticized in the presence of a student by any administrator without justifiable, substantive reasons.
- 5:8.10 If any complaint regarding a teacher is made to the administration which is used in a written evaluation or disciplinary hearing, the teacher shall be afforded an opportunity to respond to such charges. If the charge is unjustified, the charge shall be removed from the file.

5:9 Meetings

5:9.1 The Board agrees that faculty meetings shall be limited to a maximum of two (2) per month per building.

5:9.2 The Board agrees that required teacher attendance shall be limited to a maximum of three (3) evening meetings per year for the purposes of parent conferences (2) and open house (1).

5:10 Pay for Travel

5:10.1 Teachers required to use their personal automobile in the performance of their assigned duties will be compensated at the rate of nineteen (19) cents per mile.

5:11 Pupil Grades

5:11.1 The teacher shall maintain the responsibility to determine grades and other evaluations of students within the grading policies of the Monroe Township School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without notification and the opportunity for consultation.

5:11.2 A teacher will be consulted prior to the promotion of a student by the administration when this promotion is in conflict with the teacher's recommendation for retention.

5:12 Responsibility for Monies Collected

5:12.1 No teachers will be held responsible in the event that monies they are required to collect are lost or stolen. However, each teacher is expected to exercise reasonable care in the handling of these monies.

5:13 Solicitation

5:13.1 Vendors shall not solicit their wares at faculty meetings.

5:14 School Day

5:14.1 The work day for teachers shall be six (6) hours and forty-five (45) minutes.

5:14.2 No teacher shall be required to clock in or clock out by hours and minutes.

ARTICLE VI

TEACHER FACILITIES AND RIGHTS

6:1 Facilities

6:1.1 The Board agrees to provide in each school building a clean, attractive, and comfortable employee's lounge.

6:1.2 No teacher shall be required to purchase lounge furniture or furnishings.

6:1.3 Restrooms shall be maintained in each building for each sex for exclusive use of employees.

6:1.4 Special clothing will be provided: smocks for art and home economics, lab coats for science, shop aprons for industrial arts, and proper laundering services for all clothing provided.

6:1.5 No teacher shall be required to conduct his duties under unsafe or hazardous conditions.

6:2 Rights

6:2.1 Each teacher shall be provided sufficient pencils, paper and ditto masters necessary to perform his teaching duties.

6:2.2 The Board agrees to provide a copy of the negotiated collective bargaining agreement to each employee, plus twelve (12) copies for Federation purposes. The cost is to be borne by the Board.

6:2.3 Each teacher shall be provided a file cabinet, storage space, and other necessary equipment and supplies in order to perform his assigned duties.

6:2.4 Each teacher shall have available audio-visual equipment necessary to perform his teaching function. It is understood that reasonable effort will be made to maintain such equipment.

- 6:2.5 Whenever a teacher is required to appear before the Board or Superintendent concerning a disciplinary matter, he shall be given written prior notice of the purpose of such meeting and shall be entitled to have a Federation representative present to assist and advise him during such meeting.
- 6:2.6 Any teacher who requests a meeting with any other administrator concerning a disciplinary action shall be entitled to same and may have a Federation representative present.

ARTICLE VII

LEAVES OF ABSENCE

7:1 Sick Leave

- 7:1.1 There shall be ten (10) sick days with pay per year. If the first year teacher is sick during any one month beyond the number of sick days accumulated and loses pay because of this, the financial loss will be corrected at the end of the year if the teacher has not been absent for sickness beyond the number of accumulated sick days which is ten (10) days for the first year teacher.
- 7:1.2 All employees absent in excess of three (3) days shall attach a physician's certificate to the absence record and forward to the Central Office. In cases of questionable recurring absence, the employee, administration and the M.T.F.T. building representative will be advised and a physician's certificate may be required for each subsequent absence in accordance with Title 18A-30.4.
- 7:1.3 Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

7:2 Death in Family

- 7:2.1 In the event of death in the immediate family, teachers shall be granted with pay for attending the deathbed or funeral as hereinafter stated:

- 1) An allowance of five (5) days shall be granted in the case of death in any of the following:
 - a. employee's parents, spouse, children, brothers, sisters and other persons residing as a member of the household of the employee
 - b. legally adopted members of the family and step-relationships as outlined in 1-a.
- 2) An allowance of four (4) days shall be granted to attend the funeral of parents of the employee's spouse.
- 3) An allowance of three (3) days shall be granted to attend the funeral of any of the following:
 - a. uncle, aunt, grandparents, and grandchildren of the employee
 - b. brother-in-law, sister-in-law, son-in-law, and daughter-in-law of the employee
- 4) In the event of a teacher or student death in Monroe Township School District, the principal or immediate supervisor of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

7:3 Personal Leave Days

7:3.1 All teachers are entitled to two (2) personal leave days without requiring in advance the specific approval of the administration, subject to the following restrictions:

- a. Except in the event of an emergency making such notice impossible, at least forty-eight (48) hours notice shall be given in order to provide for substitutes.
- b. Such leave shall not be granted immediately prior to or after any scheduled vacation or school holiday.

- c. Such leave days will be used for bona fied personal business normally unable to be completed after normal school hours such as appearance in court, real estate settlement, IRS review, physical exam for the armed forces, graduation when receiving a degree.
- d. Each teacher, upon return, shall sign a statement that the leave day was taken under these guidelines.
- e. Up to one (1) personal leave day per year, if unused, may be applied to a teacher's accumulated sick leave.

7:4 Professional Leave Days

7:4.1 There shall be two (2) professional days granted at the discretion of the Superintendent or his designee.

7:5 Child-Rearing Leave

A teacher anticipating birth of his/her child may apply for and will be granted an unpaid leave of absence subject to the following:

- 7:5.1 he/she provides medical certification of the anticipated date of birth;
- 7:5.2 applies in writing for such leave no less than sixty (60) days prior to the commencement of leave;
- 7:5.3 continues such leave until the beginning of the next academic year;
- 7:5.4 such teacher may apply also for an additional one (1) year leave and such leave shall be granted. Application for such extension must be made no later than April 1 of the prior school year;
- 7:5.5 child-rearing leave shall not exceed a maximum of two (2) academic years;
- 7:5.6 entitled benefits at the time of commencement of child-rearing leave shall be frozen until return from such leave;
- 7:5.7 any teacher may apply for and will be granted this leave in the case of adoption by the teacher of a child five (5) years of age or younger under the same terms as specified herein;

7:5.8 a teacher on such leave may apply for reinstatement during this leave and shall be reinstated provided that a suitable vacancy exists;

7:5.9 a teacher on such leave may apply for placement on the substitute teaching list at the substitute per diem rate.

7:6 Sabbatical Leave

7:6.1 A sabbatical leave may be granted to a teacher by the Board for study including study in another area or for other reasons of value to the school system. The sabbatical leave may not be used for acquiring a Bachelor's Degree. The program of study shall be presented in writing to the Superintendent of Schools for approval upon application for the sabbatical leave. Sabbatical leave may be granted, subject to the following conditions.

- a. If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of two (2) professional staff at any one time.
- b. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed upon by the Federation and the Superintendent, no later than December 1 and action must be taken on all such requests no later than February 15 of the school year preceding the school year for which the sabbatical is requested.
- c. The teacher must have completed at least seven (7) full years of service in the Monroe Township School District to qualify.
- d. A staff member on a sabbatical leave (either for one-half (½) of a school year or a full school year) shall be paid by the Board at fifty-five (55) percent of the salary according to the regular payroll procedure established for the school district and shall be eligible for the normal insurance coverage offered regular employees for one completed academic year beginning in September and ending in June.

- e. No sick leave time shall accrue during the period the employee is absent from service; however, unused sick leave shall be restored without loss when the employee returns to regular teaching duties.
- f. The salary payments under this clause should be decreased by any amount that it plus any grant in aid that may be received by the teacher exceeds his expected salary.
- g. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence. A contract shall be formulated and signed by both parties requiring the teacher to return to the school system for two (2) years, otherwise the salary paid by the Board during the sabbatical shall be returned.

7:7 Jury Duty

7:7.1 An employee required to serve on jury duty shall be paid the difference between jury duty fee and salary. After such service, the employee shall be reinstated in the same position he held prior to jury duty with no penalties.

Each teacher assigned to jury duty shall advise the Superintendent in writing within five (5) school days of receiving notification.

7:8 Extended Leaves

7:8.1 An extended leave of absence without pay up to two (2) years shall be granted to tenured teachers who join the Peace Corps, Vista, The Teacher Corps, or serve as an exchange teacher, and who are full-time participants in any such programs. It is agreed that teachers taking leave under this section shall be limited to not more than two (2) percent of the teaching staff at any one time.

7:8.2 It is further agreed that such leave and similar long-term leaves of absence once granted shall not be repeated in less than seven (7) years and that similar requests from other eligible teachers shall have priority.

7:8.3 All requests for extended leaves of absence will be filed with the Superintendent in writing at least three (3) months prior to the end of the school year and shall be confirmed by the Superintendent as soon as possible thereafter. Such requests shall contain the purpose of the leave and the expected beginning and termination dates.

7:8.4 All benefits to which a tenured teacher was entitled at the time of a leave of absence without pay commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon his return.

7:8.5 Teachers on leave of absence without pay for study and related professional experience shall be permitted to perform substitute teaching services.

7:8.6 A teacher shall be granted an extended leave of absence without pay for extreme medical reasons. This leave may apply to the teacher's spouse, children or parents. Valid medical certification shall be presented at the time of the request. Such leave shall be for the remainder of the school year.

7:9 Military Leave

7:9.1 A military leave of absence without pay shall be granted to a tenured teacher inducted in the armed forces for a required length of service, according to the terms of the Selective Service and Training Act of 1940 and subsequent amendments by Congress. Upon return to the school system, such teacher shall be placed on the step of the salary scale as required by law without forfeiture of any eligible seniority to a tenured teacher.

7:9.2 Teachers called for reserve duty shall receive pay as provided for in N.J.S.A., 38:23-1, provided they immediately notify the administration in writing and request of the government agency in writing that such requirement for duty be scheduled during non-teaching time.

ARTICLE VIII

SUMMER SCHOOL, HOME INSTRUCTION, TITLE PROGRAMS

- 8:1 All openings for positions in the accredited summer school, home instruction, Federal projects and other special programs shall be posted by the Superintendent in each school.
- 8:2 Summer school openings shall be posted not later than June 1, and those teachers who have been employed shall be notified not later than June 15. All summer school positions are dependent upon student enrollment.
- 8:3 In filling such positions, considerations shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record and length of service in the Monroe Township School District.
- 8:4 The salary for teaching summer school shall be \$525.00 per two (2) hour session for 1980 and \$550.00 per two (2) hour session for 1981.
- 8:5 Home instruction shall be compensated at the rate of \$8.75 per hour for 1980-81 and \$9.00 per hour for 1981-82.

ARTICLE IX

PROMOTIONS, TRANSFERS, AND VACANCIES

- 9:1 All teachers shall have the right to request a transfer. Such request may indicate preference of grade, subject, and/or department assignment. Transfer requests must be made in writing to the Superintendent within thirty (30) calendar days prior to April 30. Specific justification for the transfer must then be submitted in writing and the employee requesting such transfer may arrange a meeting with the Superintendent or his designee to consider or review the request before any decision is made.

This is not to preclude requests at any other time during the school year for openings which may subsequently occur. Determination on all requests for transfers resides with the Board.

9:2 If a teacher is to be transferred to another building involuntarily, then such teacher shall be given advance notice, if possible and shall also have the right to meet with the administration to discuss such change. If the teacher is still dissatisfied with the administrative determination, then a grievance may be filed. It is expressly understood that such grievance may not proceed beyond the Board level and that final determination concerning such transfer resides with the Board.

9:3 All vacancies in promotional positions shall be posted in all buildings within the district fifteen (15) working days prior to application deadline. The notice posted shall include the title of the position or positions, the procedure for applications, and a brief description of the necessary qualifications. Vacancies in teaching positions shall be posted during the school year within fifteen (15) working days prior to application deadline and shall specify grade level (where applicable) and building. Transfer during the school year resides solely with the school district, within the limits of this Agreement.

9:4 All vacancies arising because of new or special project positions shall be posted in every school clearly setting forth a description of and the qualifications necessary for the position including the duties and salary.

ARTICLE X

CURRICULUM

10:1 Curriculum decisions will not be made without the consultation of the faculty responsible for the institution of said changes. The Federation shall be advised of all proposed curriculum changes.

10:2 Teachers who are required to work during the summer or beyond the regular workday on researching, writing, or budgeting curriculum changes shall be compensated at the rate of \$8.75 per hour for 1980-81 and \$9.00 per hour for 1981-82.

ARTICLE XI

BENEFITS AND MEDICAL COVERAGE

- 11.1 The Board agrees to pay the full cost for family coverage for all full-time employees for the 750 Plan of Blue Cross, Blue Shield, Rider J and Major Medical for the school years 1980-82.
- 11.2 The Board will pay full cost for employee and family for a \$1.00 co-pay prescription plan.
- 11:3 The Board agrees to pay up to \$150.00 toward the annual premium of a dental insurance program for the 1980-81 school year. Teachers shall contribute any premium cost in excess of \$150.00.
- 11:4 The Board agrees to pay up to \$200.00 toward the annual premium of a dental insurance program for the 1981-82 school year. Teachers shall contribute any premium cost in excess of \$200.00.
- 11:5 Any teacher who has a regular, permanent or standard certificate issued by the State of New Jersey who takes a course or courses in the academic field he teaches to better his teaching profession shall be reimbursed for the tuition for such courses according to the following:
- a. Grade C or better or pass -- up to \$425.00 for tuition in 1980-81 and \$450.00 for 1981-82.
 - b. Approval for tuition reimbursement must be secured from the Superintendent prior to the teacher taking the course.
 - c. Courses not directly related to the teaching area may be considered upon application and permission of the Superintendent.

11:5 The Board shall provide a description of insurance coverage and benefits to each employee.

11:6 Upon retirement from this district, a teacher will be reimbursed for unused sick leave if he or she has accumulated at least 150 sick leave days. Payment shall be based on 25 percent of the per diem rate for the B.A. Step 1 starting salary of the retirement year.

ARTICLE XII

SALARIES

12:1 Method of Payment

- a. All certified personnel not working on a twelve (12) month basis will be paid on a ten (10) month basis with the option of being on a summer reserve plan. Ten (10) percent of the contract salary is held in reserve for the employee. The balance accumulated will be disbursed to the employee automatically in four (4) checks on the 15th and the last day of the months of July and August or all four checks may be disbursed the last day of school.
- b. It is the responsibility of the personnel involved to notify the Secretary of the Board of Education in writing by or before August 1 of each year of his preference, and if the summer reserve plan is selected, to either pick up the summer checks in the Board Secretary's office or supply him with a self-addressed, stamped envelope to mail these checks. Anyone failing to notify the Board Secretary of his preference by August 1 will automatically be placed on the ten (10) month plan.
- c. An employee may not change his decision on the pay plan selected for the coming school year after August 1 of the year involved.

SALARY SCHEDULE - 1980-81

| STEP | BA | BA+15 | BA+30 | MA | MA+30 |
|------|--------|--------|--------|--------|--------|
| 1 | 11,600 | -- | 12,100 | 12,400 | 12,750 |
| 2 | 12,000 | -- | 12,500 | 12,800 | 13,150 |
| 3 | 12,600 | -- | 13,100 | 13,400 | 13,750 |
| 4 | 13,100 | 13,300 | 13,600 | 13,900 | 14,250 |
| 5 | 13,600 | 13,800 | 14,100 | 14,400 | 14,750 |
| 6 | 14,100 | 14,300 | 14,600 | 14,900 | 15,250 |
| 7 | 14,600 | 14,800 | 15,100 | 15,400 | 15,750 |
| 8 | 15,100 | 15,300 | 15,600 | 15,900 | 16,250 |
| 9 | 15,600 | 15,800 | 16,100 | 16,400 | 16,750 |
| 10 | 15,900 | 16,100 | 16,400 | 16,700 | 17,050 |
| 11 | 16,200 | 16,400 | 16,700 | 17,000 | 17,350 |
| 12 | 16,700 | 16,900 | 17,200 | 17,500 | 17,850 |
| 13 | 17,000 | 17,200 | 17,500 | 17,800 | 18,150 |
| 14 | 17,400 | 17,600 | 17,900 | 18,200 | 18,550 |
| 15 | 17,800 | 18,000 | 18,300 | 18,600 | 18,950 |
| 16 | 18,100 | 18,300 | 18,600 | 18,900 | 19,250 |
| 17 | 18,500 | 18,700 | 19,000 | 19,300 | 19,650 |
| 18 | 18,800 | 19,000 | 19,300 | 19,600 | 19,950 |
| 19 | 19,100 | 19,300 | 19,600 | 19,900 | 20,250 |
| 20 | 19,500 | 19,700 | 20,000 | 20,300 | 20,650 |

* An additional \$650 for those over 20 years service.

SALARY SCHEDULE - 1981-82

| STEP | BA | BA+15 | BA+30 | MA | MA+30 |
|------|--------|--------|--------|--------|--------|
| 1 | 12,400 | -- | 12,900 | 13,200 | 13,550 |
| 2 | 12,900 | -- | 13,400 | 13,700 | 14,050 |
| 3 | 13,400 | -- | 13,900 | 14,200 | 14,550 |
| 4 | 13,900 | 14,100 | 14,400 | 14,700 | 15,050 |
| 5 | 14,400 | 14,600 | 14,900 | 15,200 | 15,550 |
| 6 | 14,900 | 15,100 | 15,400 | 15,700 | 16,050 |
| 7 | 15,400 | 15,600 | 15,900 | 16,200 | 16,550 |
| 8 | 15,900 | 16,100 | 16,400 | 16,700 | 17,050 |
| 9 | 16,400 | 16,600 | 16,900 | 17,200 | 17,550 |
| 10 | 16,900 | 17,100 | 17,400 | 17,700 | 18,050 |
| 11 | 17,300 | 17,500 | 17,800 | 18,100 | 18,450 |
| 12 | 17,600 | 17,800 | 18,100 | 18,400 | 18,750 |
| 13 | 18,100 | 18,300 | 18,600 | 18,900 | 19,250 |
| 14 | 18,500 | 18,700 | 19,000 | 19,300 | 19,650 |
| 15 | 18,900 | 19,100 | 19,400 | 19,700 | 20,050 |
| 16 | 19,300 | 19,500 | 19,800 | 20,100 | 20,450 |
| 17 | 19,700 | 19,900 | 20,200 | 20,500 | 20,850 |
| 18 | 20,100 | 20,300 | 20,600 | 20,900 | 21,250 |
| 19 | 20,500 | 20,700 | 21,000 | 21,300 | 21,650 |
| 20 | 21,000 | 21,200 | 21,500 | 21,800 | 22,150 |

* An additional \$675 for those over 20 years service.

| POSITION | | 1 | 2 | 3 | 4 | 5 |
|-------------------|-------------|---------|-------|-------|-------|-------|
| Football | - Head | 980 | 1,090 | 1,200 | 1,310 | 1,525 |
| " | - Assistant | 680 | 735 | 790 | 845 | 900 |
| Soccer | - Head | 845 | 900 | 955 | 1,010 | 1,060 |
| " | - Assistant | 625 | 680 | 735 | 790 | 845 |
| Hockey | - Head | 815 | 870 | 925 | 980 | 1,035 |
| " | - Assistant | 600 | 655 | 710 | 760 | 810 |
| Boys Basketball | - Head | 980 | 1,035 | 1,090 | 1,145 | 1,200 |
| " | - Assistant | 570 | 625 | 680 | 735 | 790 |
| Girls Basketball | - Head | 900 | 955 | 1,010 | 1,065 | 1,120 |
| " | - Assistant | 515 | 570 | 625 | 680 | 735 |
| Indoor Track | | 625 | 680 | 735 | 790 | 845 |
| Track | - Head | 870 | 925 | 980 | 1,035 | 1,090 |
| " | - Assistant | 625 | 680 | 735 | 790 | 845 |
| Baseball | - Head | 870 | 925 | 980 | 1,035 | 1,090 |
| " | - Assistant | 625 | 680 | 735 | 790 | 845 |
| Softball | - Head | 790 | 845 | 900 | 955 | 1,010 |
| " | - Assistant | 570 | 625 | 680 | 735 | 790 |
| Tennis | - Head | 670 | 725 | 780 | 835 | 890 |
| " | - Assistant | 590 | 645 | 700 | 750 | 800 |
| Golf | | 430 | 485 | 540 | 595 | 650 |
| Cheerleading | - Head | 565 | 620 | 675 | 730 | 785 |
| " | - Assistant | 455 | 510 | 565 | 620 | 675 |
| Wrestling | - Head | 975 | 1,030 | 1,085 | 1,140 | 1,190 |
| " | - Assistant | 620 | 675 | 730 | 785 | 840 |
| Cross Country | - Head | 680 | 735 | 790 | 845 | 900 |
| | - Assistant | 515 | 570 | 625 | 680 | 735 |
| Girls Track | - Head | 855 | 910 | 965 | 1,020 | 1,075 |
| " | - Assistant | 610 | 665 | 720 | 775 | 830 |
| Athletic Director | | - 2,790 | | | | |

ATHLETIC SALARY GUIDE - 1981-82

| POSITION | | 1 | 2 | 3 | 4 | 5 |
|-------------------|-------------|---------|-------|-------|-------|-------|
| Football | - Head | 1,065 | 1,185 | 1,300 | 1,420 | 1,650 |
| " | - Assistant | 740 | 800 | 860 | 920 | 975 |
| Soccer | - Head | 920 | 975 | 1,035 | 1,100 | 1,155 |
| " | - Assistant | 680 | 740 | 800 | 860 | 920 |
| Hockey | - Head | 890 | 950 | 1,010 | 1,065 | 1,125 |
| " | - Assistant | 650 | 710 | 770 | 830 | 890 |
| Boys Basketball | - Head | 1,065 | 1,125 | 1,185 | 1,245 | 1,300 |
| " | - Assistant | 620 | 680 | 740 | 800 | 860 |
| Girls Basketball | - Head | 975 | 1,035 | 1,100 | 1,155 | 1,215 |
| " | - Assistant | 560 | 620 | 680 | 740 | 800 |
| Indoor Track | | 680 | 740 | 800 | 860 | 920 |
| Track | - Head | 950 | 1,010 | 1,070 | 1,125 | 1,185 |
| " | - Assistant | 680 | 740 | 800 | 860 | 920 |
| Baseball | - Head | 950 | 1,010 | 1,070 | 1,125 | 1,185 |
| " | - Assistant | 680 | 740 | 800 | 860 | 920 |
| Softball | - Head | 860 | 920 | 975 | 1,035 | 1,100 |
| " | - Assistant | 620 | 680 | 740 | 800 | 860 |
| Tennis | - Head | 730 | 790 | 850 | 910 | 965 |
| " | - Assistant | 640 | 700 | 760 | 820 | 875 |
| Golf | | 470 | 530 | 585 | 645 | 705 |
| Cheerleading | - Head | 615 | 675 | 735 | 795 | 850 |
| " | - Assistant | 495 | 555 | 615 | 675 | 730 |
| Wrestling | - Head | 1,060 | 1,120 | 1,180 | 1,240 | 1,300 |
| " | - Assistant | 675 | 735 | 795 | 855 | 915 |
| Cross Country | - Head | 740 | 800 | 860 | 920 | 975 |
| " | - Assistant | 560 | 620 | 680 | 740 | 800 |
| Girls Track | - Head | 930 | 990 | 1,050 | 1,110 | 1,165 |
| " | - Assistant | 665 | 720 | 780 | 840 | 900 |
| Athletic Director | | - 3,040 | | | | |

EXTRA ACTIVITY SCHEDULE

| | <u>1980-81</u> | <u>1981-82</u> |
|-----------------------------------|-------------------------|-------------------------|
| Senior Class | 575 | 625 |
| Junior Class | 450 | 500 |
| Sophomore Class | 400 | 450 |
| Freshman Class | 375 | 425 |
| Band Director | 1,000 | 1,050 |
| Choir Director | 550 | 575 |
| Operetta | 700 | 750 |
| Drill | 500 | 535 |
| Twirlers | 275 | 300 |
| Rifle | 275 | 300 |
| Summer Band | 375 | 400 |
| Drama Club | 550 | 600 |
| Stage Crew | 525 | 550 |
| A | 400 | 425 |
| Scenery Design | 450 | 475 |
| Yearbook | 900 | 975 |
| Student Council | 550 | 600 |
| Department Chairman | 550 + 25 per teacher | 600 + 25 per teacher |
| | | |
| Band Director | 425 | 450 |
| Chorus Director | 380 | 425 |
| Newspaper | 380 | 425 |
| Student Council (2) | 380 | 425 |
| Football (2) | 220 | 240 |
| Hockey (2) | 220 | 240 |
| Basketball (4) | 220 | 240 |
| Softball (4) | 220 | 240 |
| Track (2) | 220 | 240 |
| Gymnastics (2) | 220 | 240 |
| Interscholastic Basketball (4) | 350 | 400 |
| Athletic Director | 2,790 | 3,040 |

12:7 It is understood that appointment to, or lack of appointment to, or
retention in a voluntary position is not grievable.

12:8 A list of available supplemental positions shall be presented by the
Board to the Federation by September 30. The Federation will be notified
as positions are filled thereafter.

ARTICLE XIII

GENERAL

13:1 Concerning terms and conditions of employment, the Board agrees that it
will make no changes in the rules and regulations of the Board without
prior negotiations as governed by Title 34.

13:2 Twenty-five (25) dollars per school year shall be allocated to each
teacher for the purpose of purchasing educational materials to become
part of the property of the school district.

13:3 No Board policy or rule will conflict with this Agreement. The Board
retains all rights and powers granted to it under applicable statutes,
except as specified herein to manage the school district.

13:4 Any teacher absent due to illness beyond annual sick leave and accumulated
sick leave may request the differential pay between his/her regular pay
and the substitute rate. Such determination shall be at the discretion
of the Board upon recommendation of the Superintendent on a case by case
basis.

ARTICLE XIV

NEGOTIATIONS AND SUCCESSOR AGREEMENT

14 The parties agree to commence negotiations in accordance with the require-
ments of N.J.S.A., Title 34.

ARTICLE XV

GUARANTEE CLAUSE

- 15:1 During the term of this Agreement, the Board will appropriate in its annual budget sufficient monies to provide for, maintain and guarantee every economic provision set forth herein.
- The Board further agrees that nothing contained herein shall be interpreted and/or applied so as to eliminate or reduce nor otherwise change or detract from any teacher benefits or past practice in a labor relations sense existing prior to its effective date.
- 15:2 This Agreement incorporates the total understanding of these negotiations by the Board and the Federation.

ARTICLE XVI

CONFORMITY TO LAW

- 16 Should any provision of this Agreement be held or determined by any Court or agency having jurisdiction to be invalid or unenforceable, then same shall not invalidate the other provisions hereof that are severable therefrom.

ARTICLE XVII

DURATION

- 17 This Agreement shall commence July 1, 1980, and shall conclude on June 30, 1982.

MONROE TOWNSHIP
FEDERATION OF TEACHERS

Robert B. Strain
PRESIDENT

Richard H. Smith
NEGOTIATIONS CHAIRMAN

MONROE TOWNSHIP
BOARD OF EDUCATION

R. H. Whaley
PRESIDENT

Charles B. Trice
SECRETARY

