

AGREEMENT

SHORE REGIONAL BOARD OF EDUCATION

AND

SHORE REGIONAL EDUCATION ASSOCIATION

2002-2003

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SHORE REGIONAL EDUCATION ASSOCIATION**

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PREAMBLE

This Agreement entered into this day of , 2002 by and between the Board of Education of Shore Regional High School, the Borough of West Long Branch, New Jersey, hereinafter called the "Board", and Shore Regional Educational Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Shore Regional High School District is their primary aim:

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement; be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all teachers and secretarial employees under contract in accordance with the New Jersey Employer-Employee Relations Act of 1968 as per the following resolution duly adopted at a regular meeting of the Board:

BE IT RESOLVED by the Board of the Shore Regional High School District that the Board hereby recognizes the Shore Regional Education Association as the exclusive representative for negotiations pursuant to the provisions of Chapter 303, Public Laws of 1968, for the period from the date of this contract to June 30, 2003, between the Board and the following professional employees of the Shore Regional High School District:

1. All part-time and full-time classroom teachers, guidance counselors, nurses, librarians, social worker, coaches, coordinator of computer education, activity advisors and clerical and secretarial employees.

BE IT FURTHER RESOLVED that the aforesaid recognition does not apply to the following professional employees of the School District:

2. The superintendent/principal, vice-principal, school business administrator, guidance and athletic directors, department chairpersons, school psychologist, summer school teachers, athletic trainer, teacher aides and substitutes, and all other employees not specifically in Paragraph 1, aforesaid.

- B. Unless otherwise indicated, the term "teachers" and "secretarial employees" when used hereinafter in this agreement shall refer to all professional employees referred to in Paragraph A-1, aforesaid, represented by the Association in the negotiating unit as above described and reference to male teachers shall include female teachers.

- C. The Association shall supply to the Board by October 1st of each school year a roster of all persons represented by the Association.

ARTICLE II

AGENCY SHOP

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

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be up to eighty-five percent (85%) of all dues, fees, etc.

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 up to eighty-five percent (85%) of all dues, fees, etc. of the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

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

The Association will notify the Board in writing, of any changes in the list provided in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected and deductions made no more than twenty (20) working days after the Board receives said notice.

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this article, provided that

(a) the Board gives the Association time and notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

(b) if the Association shall request in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

ARTICLE III
NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1975 in a good-faith effort to reach agreement on the terms and conditions of teachers' and secretaries' employment. It is agreed that both parties will meet no later than December 15th to establish guidelines and no later than January 15th to exchange proposals during the calendar year prior to the expiration year. Any agreement so negotiated shall apply to all employees designated in Article I, A1, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

The following timetable shall be in effect:

1. Both parties shall exchange complete proposals not later than January 15th, and they include estimates of total overall costs of the proposals.
2. Any agreement so negotiated shall apply to all Association members, be reduced to writing, be signed by the Board and the Association and be adopted by both entities.
3. Any of the above dates may be changed by mutual consent of both parties.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals.

C. Neither party in any negotiation shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary powers and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations, subject to final ratification by each unit.

- D. 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. This stipulation does not prohibit the Board from reviewing, clarifying, or updating policies, so long as such clarification or updating does not affect the terms or conditions of employment. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement with any organization other than the Association for the duration of this Agreement.
- F. The parties agree that during the period of negotiations, if either party wishes to make a public statement with regard to the negotiations, that it shall so notify the other party of its intent. The other party shall have the opportunity to respond.
- G. This Agreement shall not be modified in whole or in part by either party except by written consent of both parties.

ARTICLE IV
GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance shall mean a complaint by an employee or the Association (when word "employee" is used it shall mean both employee or association) that there has been as to him/her a violation or misinterpretation of any of the provision of the within Agreement or that he/she has been treated unfairly by reason of any act or condition which is contrary to established board policy or affecting employment; provided, however, that the term grievance and the procedure relative thereto is not applied to the following matters:

(a) Matters for which a method of review is required either by law or by any rule or regulation of the State Commissioner of Education.

(b) In matters where the Board is without authority to act.

(c) Any matter which, according to law, is exclusively within the jurisdiction of the Board.

(d) A complaint of a non-tenured employee which arises by reason of his/her not being re-employed or which arises out of the termination of non-tenured employee contract.

(e) A complaint by any certificated personnel arising from appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not possible or is not required.

B. RIGHT OF REPRESENTATION

1. The employee shall have the right to present his/her own appeal or to designate a representative or representatives of the Association to appear with him/her in any steps of his/her appeal.

C. PROCEDURE

Level I

1. The employee shall present, in writing, to his/her immediate superior or department supervisor, his/her grievance, which writing shall be signed by the one making the complaint. Such a grievance must be initiated within forty-five (45) calendar days after the alleged grievance occurred.

2. The person to whom the written grievance is presented shall acknowledge receipt of it on the date it is received, which acknowledgement shall be in writing and endorsed on a copy of the written grievance.

3. Within five (5) working days of the date the grievance is made, the immediate superior or department supervisor served shall have the right to schedule a meeting with the employee filing the grievance. The immediate superior or department supervisor shall render his/her decision on the grievance within said five (5) working day period, which decision shall be in writing and a copy of same shall be handed to the grievant.

4. If the employee wishes to appeal the decision of the immediate superior or department supervisor, he/she shall do so to the next higher authority, filing with that person a copy of the original grievance and the decision. A decision shall be made on this step of the grievance procedure within five (5) working days, in writing, and a copy of the decision shall be given to the grievant.

5. If any question arises as to whom the next higher authority or superior is, the Superintendent shall be consulted and he/she shall supply the grievant with the name or names of the person or persons to whom the grievance shall be referred in proper order.

Level II

1. The employee shall have the right to continue his/her appeal through successive steps to the Board where the appeal will be lodged with the Board Secretary with the request that the Board consider the grievance and set a date for a hearing. The hearing shall be held within four (4) weeks of the date of the request. The Board agrees to render a decision and to supply a copy of the decision to the grievant, in writing, within one (1) month of the date of the hearing.

2. In requesting the Board to consider an appeal, there shall be submitted with the request all prior written statements and decisions.

3. An individual's grievance shall be considered to be confidential and shall be respected by the Board and the Association, and, therefore, all meetings, hearings, statements and decisions pertaining to this procedure shall be conducted among the parties involved in private session.

4. A failure on the part of any next higher authority to respond within the prescribed time period shall result in automatic movement of the grievance to the next step. Failure on the part of the grievant to adhere to the time limits outlined in this procedure shall result in termination of the procedure and dismissal of the complaint.

D. LEVEL III – ADVISORY FACT FINDING

1. If the Association is dissatisfied with the decision of the Board, the Association may request the appointment of an Advisory Fact Finder. Such request shall be made known to the Superintendent no later than two (2) calendar weeks after the decision of the Board has been made known to the Association.

2. Thereupon, the following procedure shall be followed:

- (a) The parties shall, within seven (7) days of the date of the request for the appointment of the Advisory Fact Finder, select one (1) person to serve as Advisory Fact Finder.
- (b) If the parties cannot agree between themselves upon the appointment of an Advisory Fact Finder, either party may request a list of persons who shall be bound by the rules and procedures of the American Arbitration Association in the selection of an Advisory Fact Finder.
- (c) A hearing shall be held before the Advisory Fact Finder who shall be limited to the issues submitted and shall consider nothing else. The Advisory Fact Finder shall add nothing to, nor subtract anything from the Agreement between the parties or any applicable policies of the Board. After the hearing is concluded and the parties have submitted all applicable evidence, the Advisory Fact Finder shall make findings and recommendations. The findings and recommendations shall be in writing and a copy of same shall be given to each of the parties within twenty (20) days after the date of the last hearing.
- (d) The cost of the services of the Advisory Fact Finder including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. I. Should the Board, within the life of the 2002-2003 contract, reject or refuse to accept, honor and implement the decision of an arbitrator on two (2) occasions, then, in that event, all future grievances processed through the arbitration level shall be subject to a binding arbitration award.

II. Those matters which are the subject of binding arbitration shall relate only to grievances involving the interpretation or misinterpretation or application of the collective bargaining agreement itself. Specifically excluded therefrom are administrative decisions and board policies, except as same affect the contract itself so far as terms and conditions of employment are concerned.

III. The advisory arbitration portions of the contract shall continue as they presently exist, except as heretofore amended to include binding arbitration pursuant to paragraph E-I and paragraph E-II set forth above, so far as administrative decisions and board policies are concerned which do not affect terms and conditions of employment.

IV. Everything affecting the terms and conditions of employment, except for board policies and administrative decisions, shall be subject to binding arbitration pursuant to the restrictions set forth in paragraphs E-I through E-II set forth above.

V. The attached letter (herein set forth as Appendix 1, attached hereto and made a part hereof) submitted from the mediator/conciliator, Lawrence Hammer, is for clarification purposes only as to Subsections E-I through E-IV, Article IV.

F. The arbitrator shall issue the decision not later than twenty (20) days from the date of the closing of the hearing, or if oral hearings have been waived, then from the date of transmission of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator can add nothing to nor subtract anything from the agreement between the parties or any policy of the Board. Only the Board and the aggrieved party and his/her representative shall be given copies of the arbitrator's report of findings and recommendations.

- G. The following shall apply to the cost incurred by arbitration:
- (a) Each party will bear the total cost incurred by themselves.
 - (b) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
 - (c) In those two possible instances where the Board elects to reject an arbitrator's award (pursuant to Article IV, Section E), the Board, being the loser of the arbitration, shall pay the entire arbitrator's bill for such matter.

ARTICLE V
TEACHER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Law 1975, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support, or refuse to join and support, the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Association agrees that no teacher shall be physically coerced, formally or informally, to join the Association. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment, by reason of their membership in the Association and its affiliates, their participation in any activities, collective negotiations with the Board, or their institution of any grievance, complaint or procedure under this Agreement or otherwise with respect to any terms or conditions of employment. However, nothing herein shall waive the right of the Board from exercising normal disciplinary action for conduct unbecoming or unprofessional.

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

C. Reasonable effort shall be made to avoid public statements which are critical or could be construed to be critical towards a teacher.

D. Association Identification

No teacher shall be prevented from wearing inconspicuous pins or other identification of membership in the Association or its affiliates.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the educational program and the financial resources of the district, including but not limited to: class size, number of specialists, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agenda and minutes of all public Board meetings, census data, individual and group employee health insurance premiums and experience figures, names and addresses of all employees and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, and secretaries, together with information which may be necessary for the Association to process any grievance or complaint.

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

C. Representatives of the Association shall be permitted to hold meetings and transact official Association business on school property providing that such meetings or transactions of such business are not during school hours and providing further that the Superintendent is notified in writing at least two hours in advance.

D. The Association shall have in the school building the exclusive use of a bulletin board in the faculty lounge.

E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and secretaries, and to no other organizations.

- F. The Board shall grant to the President of the Association and to one other person designated by him/her, no assigned homeroom duty and he/she shall be allowed to conduct Association business during this time as long as it does not interfere with the normal operation of the school. In case of any emergency, the administration has the right to assign homeroom duty when necessary and when no other person is available.

ARTICLE VII
TEACHER WORK YEAR

A. In-School Work Year

1. Ten (10) month personnel

The in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed one hundred eighty-seven (187) days for each school year during this contract.

2. The total in-school work year for guidance counselors is the same number of days as classroom teachers. Because of scheduling and student recordkeeping responsibilities, guidance counselors shall be available a maximum of three (3) consecutive working days immediately before and two (2) consecutive working days immediately after the close of school, and for three (3) additional evenings for registration/scheduling for incoming freshmen. The three (3) evening meetings shall be considered equal to one working day. These personnel are to be reimbursed at the rate of 1/200 of their annual salary for each of the six (6) days with payment to be made by voucher submitted.

3. Definition of in-school work year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

4. Inclement weather

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

ARTICLE VIII
TEACHER HOURS AND TEACHING LOAD

A. Teaching Day

1. Check-in procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to “clock in or clock out” by hours and minutes. Teachers shall include their presence for duty by placing a check mark in the appropriate column of the faculty “sign-in roster”. Late arrivals or early departures shall be noted.

2. Length of the day

The total in-school work day shall consist of not more than seven (7) hours and twenty-five (25) minutes.

B. Teaching Load

1. The daily teaching load shall be five (5) teaching periods, an assigned duty period (cafeteria, study hall, hall duty, office duty, library duty) and bus duty, plus a homeroom assignment. Library duty may be added provided a fully certified librarian must be present at all times. A teacher asked to perform such library duty will be asked to supervise students, enforce rules set down by the librarian and maintain reasonable order.

2. The Board would assign a sixth teaching class under the following conditions:

(1) When additional sections will permit the offering of elective courses;

(2) When the assignment of sixth class period would make it possible to offer courses with small enrollments;

(3) When the creation of additional sections would improve classroom instruction by reducing the number of students in existing sections.

In the case of a sixth period class, the following criteria will hold:

- (a) Such classes will be limited to eighteen (18) students;
- (b) Teachers who have a sixth period class will be relieved of a duty period;
- (c) Volunteers for a sixth period class will be given first choice if and when a sixth period class is scheduled under these criteria before assignments are made;
- (d) All decisions for the formation of courses and sections would be at the discretion of and assigned by the administration.
- (e) No more than three (3) teachers from any one department would be assigned.
- (f) No more than eight (8) teachers may be so assigned to a sixth teacher period.
- (g) A sixth class may not be assigned to any full time teacher if there is a part-time teacher in that certification area, with the exception of the science department.

C. Lunch periods

Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.

Teachers may leave the building after obtaining permission from the principal or his/her designee during the teacher's scheduled lunch period and duty free time.

D. Substitutes

The Board shall make every effort to provide substitutes for all personnel including special teacher, nurse and librarian.

E. When the Board deems it possible, a teacher may not be assigned to teach in more than three (3) separate rooms. However, this will be solely at the discretion of the Board and the Administration to determine.

F. Meetings

1. The parties herewith acknowledge and agree that there may be one (1) professional meeting per month not to exceed an hour in duration from the time it begins at the close of the teacher day. The number of said meetings may not exceed twelve (12) meetings in each school year during the term of this contract. The parties agree that the Administration may have no more than three additional meetings, per year, the sole purpose for said meetings to provide in-service workshops, compliance with New Jersey Statutes, regulations and administrative directives or for Middle State preparation and State Monitoring. Said meetings shall not be longer than one and one-half (1-1/2) hours in duration.

2. Association right to speak

An Association representative may speak to the teachers during any meeting referred to in paragraph 1 above for at least fifteen (15) minutes on the request of the representative, after conclusion of Administrator's meeting.

3. Notice and agenda

The notice of and agenda for any faculty meeting shall be given to the teachers involved at least two (2) days prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

4. During the school year teachers may be required to attend no more than four (4) evening assignments or meetings each school year without additional compensation.

5. Department meetings

The Principal shall have the right to call individual department meetings in specific locations in lieu of a general faculty meeting.

6. In-service workshops

The Administration shall have the right to hold three (3) half-day in-service workshops which may continue until 4:00 p.m.

7. Other evening meetings

Guidance counselors may be required to participate in one other evening activity for specific guidance purposes.

G. Preparation Time

A. Teachers shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties.

B. There shall be three (3) types of coverage of teachers who have authority to be absent for all of any part of a day, as follows:

- (1) those where the absenting teacher makes his/her own arrangements for classroom coverage, subject to administrative approval; and
- (2) those for which the administration assigns teachers in lieu of their regular duty for which no compensation shall be made. If it is necessary for the administration to assign such class coverage so that lesson planning is required, the Board will agree to pay \$12.50 for three (3) or more consecutive days of such classroom

teaching, retroactive to day one. This provision does not apply to teachers assigned to a sixth teaching period in accordance with Article VIII, Section B.2; and

- (3) those for which the administration assigns teachers in addition to their regular duty. A fee of \$12.50 per class shall be paid by the Board.

J. Extra-Curricular Activities

1. Approved activities

The Board and Association agree that the extra-curricular activities listed in Schedule C can be educationally worthwhile.

ARTICLE IX

TEACHER EMPLOYMENT

- A. 1. Each teacher shall be placed on his/her proper step of the salary schedule as of the beginning of each school year in accordance with Paragraph 2 below.
2. Full credit shall be given for previous full-time teaching experience in an accredited public, private, parochial school or college upon initial employment in accordance with the salary schedule. The determination of whether or not a school is properly accredited shall be within the discretion of the Board. Additional credit not to exceed four (4) years for military experience shall be given on initial employment. As of the beginning of each school year, the aforesaid credit shall be given to any presently employed teacher who has not heretofore received it.
3. Full credit shall be given for previous coaching experience in public, private, parochial school or college upon initial employment in accordance with salary schedule B, provided each coach who previously was in a coaching position held a teaching certificate at that time.
- B. Teachers with previous teaching experience in the Shore Regional High School District shall upon returning to the system receive full credit on the salary schedule for all full-time teaching experience and/or military experience as set forth in Paragraph A above.
- C. Previous unused accumulated Shore Regional High School sick leave shall be restored to all teachers returning from leave providing they have not received compensation for same.
- D. All tenured teachers shall be notified of the salary status for the ensuing year no later than April 30th.
1. With respect to non-tenured teachers, the Board agrees to notify the teachers of their tentative employment status for the ensuing year not later than as required by law.

The Board shall notify the non-tenured teacher in writing that it is their intent to (a) renew a contract; or (b) not to renew a contract.

- E. In the event the Board or a teacher wishes to terminate an individual teaching contract, the number of days that either party shall be required to give the other shall be sixty (60) days.
- F. Any teacher who is given a leave of absence for any reason, except military leave of absence, shall upon return to active duty, receive no credit on the salary guide for that period of time on leave, nor shall any sick leave be accumulated for the period of time unless the Board so stipulates.
- G. The Board shall notify the Association of any reduction in force prior to its effective date.
- H. Teachers who become employed by the Board after March 1 shall remain on the same step the following September.
- I. Part-time personnel (those working in excess of twenty-eight (28) hours a week) shall be granted all benefits given to full-time teachers, including personal leave, sick leave and insurance. All present employees to be grandfathered.

ARTICLE X

NON-TEACHING DUTIES

1. Transporting Students

Teachers shall not be required to drive students. A teacher may do so voluntarily, however, with the advance approval of the principal or immediate supervisor. The teacher shall be compensated at the IRS rate per mile for the use of his/her own automobile.

ARTICLE XI
SALARY GUIDE

- A. 1. The salaries of all teachers covered in this agreement are set forth in Schedule "A-1" which is attached hereto and made a part hereof.
2. The following is the policy for credits toward BA + 15, BA + 30, MA, MA + 15, MA + 30, MA + 45, and MA + 60:
- (a) Moving on a salary scale from one scale to another must be achieved by courses taken and successfully completed subsequent to having been placed on a preceding salary scale, except in cases in which in-service courses had been taken previously and were never used for payment on the preceding salary guide.
 - (b) For the first fifteen (15) credits beyond the BA or MA, six (6) shall be in a teacher's subject area or area of certification. The remaining nine (9) credits can be acceptable courses outside the above areas. Acceptable courses are defined as:
 - (1) Administration and Supervision; (2) Curriculum Planning; (3) Guidance; (4) Education; (5) Special Education; (6) any course which a teacher can establish the existence of an acceptable relationship between that course and his/her teaching assignments subject to prior approval of the superintendent of schools.
 - (c) For each thirty (30) credits advanced, fifteen (15) of their credits must have been in a teacher subject area of certification as defined above.
 - (d) All courses must be on the graduate level, except as defined in (g) below.
 - (e) All teachers who obtain 45 credits beyond the Masters Degree after obtaining their Masters Degree as of September 1, 1979, shall be eligible for MA + 45 salary advancement, provided that at least 21 credits have been obtained in said teacher's

subject area. As of and after September 1, 1979, any teacher who seeks eligibility from the MA + 30 to the MA + 45 scale, must have obtained six (6) credits in his/her subject area after attaining the MA + 30 scale.

(f) Credit towards advancement on the salary guide will be given for in-service courses established with the Shore Regional system or by the county or other education groups or institutions, however, fifteen (15) clock hours of actual classroom instruction or fifteen (15) classes, each of which shall be no less than 45 minutes, or no less than eight (8) classes of 90 minutes each, shall be required for one in-service credit. Approval for in-service courses must be obtained from the superintendent in advance of taking these courses.

(g) Credit towards advancement on the salary guide may also be applied for upper level, undergraduate courses when no appropriate courses of similar type are offered within commuting distance on a graduate level. Approval for these type courses must be obtained from the superintendent of schools in advance of taking said courses.

3. The salary guide set forth in Schedules "A-1", and as agreed to by both parties shall be considered tentative until the public vote on the budget. If the budget is passed by the public, the Board agrees to adopt this guide at its next regular public meeting after the public vote. If the budget is defeated and the Board does not choose to adopt this guide, then salary negotiations shall be reopened. (Page 73)

4. The compensation scales for all coaches are set forth in Schedule "B-1", which is attached hereto and made a part hereof at page 75.

5. The compensation scale for all activity advisors is set forth in Schedule "C" which is attached hereto and made a part hereof page 76.

6. A guidance counselor hired by the Board to work an additional month in the summer shall receive ten percent (10%) of his/her annual pay provided he/she works one month in addition to the full month of June.

7. Any teacher planning to request a salary schedule change should file a Salary Schedule Change Form, to the Superintendent. If courses are completed in the Spring or Summer, the new salary shall be paid as of September 1st. If courses are completed by the end of January, the new salary shall be paid as of February 1st. Any such change will be made retroactive to the beginning of the semester which immediately succeeds the completion of the last course involved, if this request is file with the Superintendent within the second calendar month of such semester. Late requests will become effective on September 1st or February 1st, whichever comes first, following the filing of the request.

8. Notwithstanding any terms of this agreement, the Board reserves the right to withhold increments from teachers for inefficiency or other good cause. In the event the Board wishes to exercise this right, the following procedure shall be followed:

(a) Whenever the Superintendent decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.

(b) Prior to any decision by the Board with respect to withholding such increment, the employee shall have an opportunity to meet with the Board and speak in his/her own behalf.

(c) The Board shall not make a final determination with respect to holding of such an increment until thirty (30) days after the meeting between the employee and the Board.

9. Employees may petition the Board for payment of educational costs incurred as part of re-training or refresher courses needed to teach assigned subjects. However, the Board, at its sole discretion, may approve or deny any such petition by any employee.

10. Teachers will be paid at the rate of \$30 per hour limited to the following professional services (for which New Jersey Teaching Certification is required):

Bedside Instruction
 Curriculum Committee Work
 In-service Workshops
 Summer CIE, COE, DE Coordinators
 Summer Child Study Personnel

11. Coaches Clinics

The Board agrees to allow funds for clinics to the maximum sum of \$2,000. The following criteria is to be used in the distribution of these funds for attendance by coaches at clinics:

Fifty Dollars (\$50.00) for each head coach and Twenty-three Dollars (\$23.00) for each assistant coach. The breakdown for each sport is as follows:

Football	\$188.00	Gymnastics	\$73.00
Basketball	96.00	Golf	50.00
Field Hockey	96.00	Tennis	50.00
Softball	96.00	Indoor Track	50.00
Soccer	96.00	Cross Country	50.00
Wrestling	96.00	Bowling	50.00
Baseball	96.00		
Swimming	96.00		
Track	96.00		

The supervisor of athletics will determine, in consultation with the head coach, the distribution of funds for his/her sport.

All coaches who have attended the clinic must present all costs of said clinic no late than June 1st. All coaches who have expended some of their own funds may apply for reimbursement of costs between June 1st and June 10th. If any excess funds exist, said excess funds will be distributed proportionately, according to expenses submitted from coaches. However, this is not to be interpreted as a guarantee for reimbursement of coaches' funds that they may have expended, unless said excess funds exist at the end of the school year.

The costs of providing a substitute is not to taken from this account. However, discretion must be used when considering attendance at clinics.

Approval to attend clinics must follow the same procedure for attending professional meetings, workshops or seminars by completing the "Conference and Professional Day Request" form.

12. Head athletic coaches may be assigned to the athletic director's office during their duty.

13. Head coaches may have their P & R period during the last period of the day so that they may supervise the locker room during their athletic season. However, this will be within the sole discretion of the administration.

14. There shall be clothing furnished for all athletic coaches and physical education instructors. However, foot wear is not included in said provision and said foot wear must be obtained at the sole cost and expense of the coach/physical education instructor.

ARTICLE XII

TEACHER ASSIGNMENTS

- A. In order to assure that students are taught by teachers working within their area of competence, teachers shall not be assigned outside the scope of their teacher certificates.
- B. A duty-free period for the Association President in addition to his/her P & R period shall be provided upon request to the Superintendent for non-teaching periods, which request shall not be unreasonably withheld. In case of an emergency, release from class time may be given to the President of the Association upon request to the Superintendent.
- C. Traveling Expenses

Teachers who may be required to use their own automobiles in the performance of their duties shall be reimbursed at IRS rate.
- D. Teachers will provide extra help for students during a resource period, which will be flexible according to the needs of the department.

ARTICLE XIII

POSITION VACANCIES

- A. 1. Position vacancies shall refer to the following positions: superintendent, principal, vice-principal, guidance director, department chairman, athletic director, guidance counselor, librarian, secretary, all coaching positions, all extra-curricular advisors receiving compensation, any Federal or State financed program or any new position which is created.
2. When school is in session, a notice shall be posted in school as far in advance as practical, ordinarily at least ten (10) school days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of the posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.
3. Before the last day of the school year, employees who desire to apply for any position vacancy which may be filled during the summer period shall submit their names to the Superintendent and an address where they can be reached during the Summer. The Superintendent shall notify such employees of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practical, ordinarily at least five (5) days before the final date when applications must be submitted. In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office in the school and a copy of said notice shall be given to the Association.
- B. In all newly created positions, the qualifications for the position, its duties and the rate of compensation shall be clearly set forth. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.
- C. All qualified employees shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors.

- D. Announcements of appointments shall be made by a communication to all applicants and the President of the Association.

ARTICLE XIV

TEACHER EVALUATION

1. All formal observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it unless earlier conference is mutually agreed upon. No such report shall be submitted to the central office, placed in a teacher's file or otherwise acted upon without prior conference with the teacher, if the teacher so requests. No teacher shall be required to sign a blank or incomplete evaluation form. A teacher shall sign the evaluation report within ten (10) days of the conference to review the report.

3. If a teacher has received a less than satisfactory evaluation, he/she shall receive another evaluation within eight (8) weeks after the conference with the supervisor.

No material shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy. It is the express understanding that such signature in no way indicates agreement with contents thereof. The teacher shall also have the right to submit a written comment to such material and his/her comment shall be reviewed by the Superintendent or his/her designee and attached to the file copy. Any teacher has the right to review all items in his/her personnel file which were written subsequent to his/her first day of employment in Shore Regional High School District. The Administration agrees to remove all letters of recommendation of tenured teachers prior to their examination of their personnel file, said letters to be placed back into file after the examination.

The Association agrees that all non-tenured teachers' letters of recommendation and other confidential material shall be temporarily removed prior to examination by non-tenured teacher by a representative of the Administration.

- C.
1. Prior to any annual evaluation report, the department supervisor of a non-tenured teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his/her performance as a teacher.
 2. Supervisory performance reports shall be presented to non-supervisory personnel by the principal or department supervisor periodically in accordance with the following procedures:
 - (a) Such reports shall be addressed to the teacher.
 - (b) The policies and procedures shall be developed under the direction of the Superintendent in consultation with the teaching staff members.
 - (c) Such supervisory performance reports are to be provided for contract renewal for non-tenured teachers at least three times each year; the first not later than October 15 and the third not later than March 15. Provided further, that such supervisory performance reports may exceed the minimum number of three in any school year, and may be performed later than March 15 of any school year if the Superintendent, principal or department supervisor deems it necessary.
 - (d) All other provisions of the New Jersey Administrative Code and the New Jersey Statutes providing for evaluations of non-tenured teaching staff members shall be deemed applicable and in addition to the matter set forth herein.
 - (e) One (1) evaluation shall be conducted for coaches and advisors. The evaluation shall be completed by the middle of the time period for their activity. A second evaluation shall be done if the first evaluation is unsatisfactory. A second evaluation may be done at the discretion of the Athletic Director.
- D.
1. Evaluation of tenured teaching staff members
 - (a) Every local Board shall adopt policies and procedures requiring the annual evaluation of all tenured teaching staff members by appropriately certified personnel (N.J.S.A. 18A:1-1; N.J.A.C. 6:11-3.4).

(b) The purpose of the annual evaluation shall be to:

(1) Promote professional excellence and improve the skills of teaching staff members;

(2) Improve student learning and growth;

(3) Provide a basis for the review of performance of tenured teaching staff members.

(c) The policies and procedures shall be developed under the direction of the Superintendent in consultation with tenured teaching staff members and shall include, but not be limited to:

(1) Roles and responsibilities for implementation of the policies and procedures:

(2) Development of job descriptions and evaluation criteria based upon local goals, program objectives and instructional priorities;

(3) Methods of data collection and reporting appropriate to the job description including, but not limited to, observation of classroom instruction;

(4) Observation conference(s) between the supervisor and the teaching staff member;

(5) Provision for the use of additional appropriately certified personnel where it is deemed appropriate;

(6) Preparation of individual professional improvement plans;

(7) Preparation of an annual written performance report by the supervisor and an annual summary conference between the supervisor and the teaching staff member.

(d) These policies shall be distributed to each tenured teaching staff member no later than October 1. Amendments to the policy shall be distributed within ten (10) working days after adoption.

(e) The annual summary conference between supervisors and teaching staff members shall be held before the written performance report is filed. The conference shall include, but not be limited to:

- (1) Review of the performance of the teaching staff member based upon the job description;
- (2) Review of the teaching staff member's progress toward the objectives of the individual professional improvement plan developed at the previous annual conference;
- (3) Review of available indicators of pupil progress and growth toward the program objectives;
- (4) Review of the annual written performance report and the signing of said report within five (5) working days of the review.

(f) The annual written performance report shall be prepared by a certified supervisor who has participated in the evaluation of the teaching staff member and shall include, but not be limited to:

- (1) Performance areas of strength;
- (2) Performance areas needing improvement based upon the job description;
- (3) An individual professional improvement plan developed by the supervisor and the teaching staff member;

- (4) A summary of available indicators of pupil progress and growth, and a statement of how these indicators related to the effectiveness of the overall program and the performance of the individual teaching staff member;
- (5) Provision for performance data which has not been included in the report prepared by the supervisor to be entered into record by the evaluatee within ten (10) working days after the signing of the report.
- (g) Local Board policies for the evaluation of tenured teaching staff members, based upon, but not limited to, the above provisions, shall have been developed during the 1980-81 school year and have become operational September 1, 1981. These provisions are the minimum requirements for the evaluation of tenured teaching staff members.
- (h) For the purpose of this section:

(1) Appropriately certified personnel means personnel qualified to perform duties of supervision which includes the superintendent, assistance superintendent, principals, vice principals, and supervisors of instruction who hold the appropriate certificate and who are designated by the Board to supervise instruction.

(2) Indicators of pupil progress and growth means the results of formal and informal assessment of pupils as defined in N.J.A.C. 6:8-3.4.

(3) Individual professional improvement plan is a written statement of actions developed by the supervisor and the teaching staff member to correct deficiencies or to continue professional growth, timelines for their implementation, and the responsibilities of the individual teaching staff member and the district for implementing the plan;

(4) Job description means a written specification of the function of the position, duties and responsibilities, the extent and limits of authority, and work relationships within and outside the school and district;

(5) Observation conference means a discussion between supervisor and teaching staff member to review a written report of the performance data collected in a formal observation and its implications for the teaching staff member's annual evaluation.

(6) Observation means a visitation to an assigned work station by a certified supervisor for the purpose of formally collecting data on the performance of a teaching staff member's assigned duties and responsibilities and of a duration appropriate to same.

(7) Performance report means a written appraisal of the teaching staff member's performance prepared by an appropriately certified supervisor;

(8) Supervisor means any appropriately certified individual assigned with the responsibility for the direction and guidance of the work of the teaching staff member.

(9) Teaching staff member means a member of the professional staff of any district or regional Board, or any Board of a county vocational school, holding office, position or employment of such character that the qualifications for such office, position or employment, require him/her to hold a valid and effective standard, provisional or emergency certificate, appropriate to his/her office, position of employment, issued by the state board of examiners and includes a school nurse; excluding the district superintendent of schools or, if there is no superintendent, excluding the principal.

(10) The evaluation of teachers shall be in conformity to law and regulation as outlined in N.J.S.A. 18A:1-1, N.J.A.C. 6:11-3.4; 6:8-3.4 (see, also, Article XIV in this Agreement) and as reflected in Instructions for Classroom Observation Reports; Teacher's Performance Evaluation Reports; and Annual Evaluation of Teacher's Evaluation Reports and with the use of these reports as developed by a committee of teachers and supervisors and approved for implementation effective 12/1/86.

ARTICLE XV

FAIR DISMISSAL PROCEDURE

The Board shall cause each non-tenured teaching staff member employed by it to be observed and evaluated in the performance of his/her duties at least three (3) times during the school year, but not less than once during each semester, provided that the number of required observations and evaluations may be reduced proportionately when the individual teaching staff member's term of service is less than one (1) academic year. Each evaluation shall be followed by a conference between that teaching staff member and his/her superior or superiors. The purpose of this procedure is to recommend as to re-employment, identify any deficiencies, extend assistance for their correction and improve professional competence.

Any teaching staff member receiving notice that a teaching contract for the succeeding school year will not be offered may, within fifteen (15) days thereafter, request, in writing, a statement of the reasons for such non-employment, which shall be given to the teaching staff member, in writing, within thirty (30) days after receipt of such request.

ARTICLE XVI

TEACHER FACILITIES

A. The school shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. In addition to the aforementioned teacher work area, an appropriately furnished room which shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
4. A serviceable desk, chair and filing cabinet for the use of each teacher.
5. A communication system selected by the Board so that teachers can communicate directly with the main office from their classrooms.
6. Well-lighted and clean teacher restrooms, separate for each sex and separate from the students' restrooms.
7. A separate, private dining area for the exclusive use of the teachers, administration, clerical staff and guests.
8. Free and adequate paved parking facilities, identified by number, exclusively for teacher use. All teachers must display on their car in the designated spot an official parking decal.

9. Copies, exclusively for each teacher's use, of all texts in each of the courses they are to teach.

10. Chalkboard space in every classroom.

11. Books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibilities.

ARTICLE XVII

SICK LEAVE

- A. All teachers employed on a ten (10) month contract shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they shall report for duty on that day. Teachers on a twelve (12) month contract shall be entitled to twelve (12) days of sick leave respectively under the same conditions. Unused sick leave shall be accumulated from year to year.
- B. All teachers newly employed by the Board shall be granted all of their sick days, if any, which they have accumulated in their previous public school to a maximum of ten (10). It shall be the responsibility of the teacher to initiate the request of his/her previously accumulated sick days and to present written proof to the Superintendent from the school system(s) in which he/she was previously employed before July 1 at the end of the first school year employed at Shore Regional High School.
- C. If any full-time teacher in the first four (4) years in this system shall require more than the maximum number of days to which said person is entitled, substitute pay shall be deducted for an additional five (5) days. Any full-time teacher who has been in the system for more than four (4) years who shall require more than the maximum number of days to which said person is entitled, may make application to the Board for additional sick days. The Board shall consider each application separately, and the decision shall not set a precedent for future practice.
- D. Any full-time teacher who shall require more than the maximum number of days to which said person is entitled, may make application to the Board for additional sick days. The Board shall consider each application separately, and the decision shall not set a precedent for future practice or application.
- E. The parties acknowledge and agree that if after a teacher is employed in the Shore Regional High School System for a period of thirteen (13) years, said teacher will be

eligible for a sick leave retirement benefit of a maximum of Thirty Dollars (\$30.00) per day for those unused sick days that said teacher may have accrued while employed at Shore Regional High School. This benefit may not exceed the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) per teacher. Said retirement shall be defined in accordance with New Jersey Statue and the Teachers' Pension and Annuity Fund Rules and Regulations. A teacher must provide notice on or before June 1st of each year of this contract, if they intend to retire.

- F. Additional sick leave may be granted by the Board on an individual basis pursuant to the provision NJSB 18A:30-1.

ARTICLE XVIII

PERSONAL DAYS/LEAVES OF ABSENCE

1. Full-time employees under this contract shall be entitled to:

A. Three (3) personal days with no explanation for the following reasons:

(1) Medical (2) Legal (3) Private Family (4) Personal/Professional

B. None of these days in this section may be taken immediately before or after a school holiday or recess or in connection with school holiday or recess.

C. If an employee who is entitled to personal leave under Article XVIII, paragraph 1 does not utilize the allocated contractual personal leave days in the course of a year, then the unused portion of said contractual personal leave days, within the limit established by NJSA 18A:30-7, shall accumulate as sick leave in the next year.

1. All employees will be granted leave for court appearance and will receive the difference between their salary and the cost of a substitute. Unused personal days(s) may be used, in which case no deduction will be made for this day. If subpoenaed for school related matters only, an employee will receive their full pay less whatever pay is paid by the courts.

3. Employees authorized by the Board to attend conventions or meetings from which benefits to the school clearly accrued shall be reimbursed for travel expense, meals, lodging, fees and other expenses directly related to the activity, as authorized by the Board. Such days will not be charged to the employee as a personal day.

4. The President or the designee shall be excused with no deduction in salary from their regular duties to attend professional meetings not to exceed five (5) days per year provided application is made to the Superintendent, in writing, at least five (5) days prior to that meeting; the purpose of the meeting is stated and proof of attendance submitted to the Superintendent upon applicant's return to Shore Regional High School.

5. Maternity leave provisions shall be in accordance with mandatory state statutes and rulings.

6. Leave taken pursuant to this Article shall be in addition to any sick leave to which the teacher is entitled.

7. Other leaves of absence, without pay, may be granted by the Board for good reason. Such leaves of absence are understood to be short-term leaves of absence under personal days. Such leaves of absence are not to be construed as in conflict with Board Policy #4152 dealing with long-term leaves of absence. However, teachers who leave abruptly without giving the Board reasonable opportunity to review their request, will forfeit 1/200 of their annual salary.

8. Long term leaves of absences may be granted by the Board at its sole discretion, pursuant to Board Policy #4152, attached hereto and made a part hereof.

Personnel – Certified and Non-Certified

Long-term Leaves

It is the policy of the Board to insure continuous instruction for students. For this reason, the Board will review critically any request for long-term leaves of absence.

In considering whether to recommend leaves for health, family hardship or professional improvement, the Superintendent shall carefully consider the following factors:

1. Severity of a case as documented by specialists (health/hardship).
2. Length of time staff member served system.
3. Benefit which would result to school system.
4. Length of requested leave (not to exceed one (1) year – Exception: Military).

5. Any other factor which shall be deemed to be in the best interest of the school system.

Shore Regional High School District

West Long Branch, New Jersey

Policy revised: December 20, 1984

ARTICLE XIX

MISCELLANEOUS LEAVE OF ABSENCE

SECTION A – TEACHERS

Teachers may be allowed a maximum of three (3) days for attendance at a course or grant if:

A. The course is necessary for a degree or certification.

B. The course or grant cannot be taken at any time during that calendar year at a time when school is not in session. In such cases, the teacher will receive the difference between 1/200 of their salary and the cost of a substitute's per diem. In all other cases, the leave will be granted, but the teacher will forfeit 1/200 of their annual salary per diem, except in such cases as the Board shall deem that the course to be taken is of special benefit to the school. In such cases, no deductions shall be made in salary. Any leave in excess of three (3) days must be approved by the Board.

SECTION B – SECRETARIES

The following policies pertaining to employee absence from duty shall be in effect:

A. No time will be granted to any employee in order that he may accept another position, unless he has been released from this contract in accordance with the provisions of his contract or by special action of the board.

B. Employees may be allowed a minimum of three (3) days for attendance at a course or grant if:

This course is necessary for certification or approved by the Board.
In such cases, no deduction shall be made in salary.

ARTICLE XX

BEREAVEMENT LEAVE

Full-time personnel of the Shore Regional High School Board of Education shall be entitled to a maximum of five (5) days of absence for death in the immediate family, and three (3) days for other family members whenever such times of sorrow occur. The immediate family shall include: husband, wife, mother, father, brother, sister, son and daughter.

Other family members shall include: mother-in-law, father-in-law, grandparents, son-in-law, daughter-in-law, sister-in-law and brother-in-law, or any relative making permanent home with employee. One day of absence shall be granted to the employee for the death of an aunt or uncle.

Additional days may be granted to the employee at the sole discretion of the Superintendent of Schools.

ARTICLE XXI

SABBATICAL LEAVE

A sabbatical leave may be granted to a teacher by the Board for study in the current subject area of the teacher subject to the following conditions.

1. Sabbatical leave may be granted to one (1) teacher per year.
2. Requests for sabbatical leave must be received by the Superintendent, in writing, no later than January 15 and action must be taken on all requests no later than March 30 of the school year preceding the school year for which the sabbatical is requested.
3. The teacher must have completed at least seven (7) full years of service in the Shore Regional High School District before taking the sabbatical. Application could be made during the seventh (7th) year.
4. A teacher on sabbatical leave for the school year shall be paid by the Board at one-half the rate that would have been received if the teacher had remained on active duty. The board shall continue all fringe benefits in force.
5. It is understood and agreed that a teacher will provide the Superintendent with a progress report at the completion of the half-year period of a sabbatical leave and then shall provide the Superintendent with a final progress report on the status of his/her work at the completion of said sabbatical leave.
6. A teacher who has been granted a sabbatical leave must return to the Shore Regional High School system for a minimum of two (2) years after completion of said sabbatical leave. If the teacher does not return, he/she must refund his/her entire year's salary that he/she received during his/her sabbatical leave.

ARTICLE XXII

PROFESSIONAL DEVELOPMENT PROGRAM

(A) Tuition Reimbursement

During the contractual year, teachers employed by the district may take graduate level or upper level undergraduate level courses at an accredited college or university. Courses must be taken in a teacher's subject field of certification or as part of a master's degree program that is in the field of certification, and have the prior approval of the Superintendent. Management, supervisory or administrative courses will not be allowed. Each teacher will be reimbursed by the Board up to a maximum of \$300 per credit for up to nine (9) credits per year per teacher.

A maximum of \$21,000 per year will be allowed for this tuition reimbursement program.

Teachers who apply for tuition reimbursement in any one of these school years in which the maximum amount has been exhausted during that year, will not be eligible for tuition reimbursement in that year. In such cases, teachers may apply for tuition reimbursement in the immediate subsequent year after which courses were completed. The tuition reimbursement received will count toward the maximum amount allowed for that year.

If in any one school year applications exceed a maximum of \$21,000, then the Superintendent shall select a teacher who has not used the program. This rotation is meant to be equitable so that all teachers interested in applying for this program may be able to take advantage of it providing the \$21,000 is not exceeded.

ARTICLE XXIII

PROTECTION OF EMPLOYEES AND PROPERTY

- A. An employee may use reasonable force, as 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 on the person or within the control of a pupil. Employees shall immediately report cases of assault suffered by them or witnessed by them in connection with their employment to their principal.
- B. The Board shall reimburse employees for any loss, damage or destruction of clothing or personal property of the employee while on duty on the school premises or on school sponsored activities; provided, that the loss, damage or destruction arises out of and in the course of the performance of these duties; that school policy has not been violated by the employee and that such is not the result of negligence of the employee. Damage to motor vehicles shall be excluded from this section, it being understood that damage to motor vehicles shall be within the province of the insurance carrier for the Board and other insurance carriers.
- C. The Board shall render legal defense to an employee as follows in accordance with N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1: against civil actions.

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

N.J.S.A. 18:16-6.1. Indemnity of officers and employees in certain criminal actions.

“Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board shall reimburse them for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.”

- D. A school nurse shall be schedule to be in the building for each school day for the entire school year.
- E. When absence of an employee arises out of or from an assault upon an employee in the course of his/her duties, the employee shall not forfeit any sick leave or personal leave.
- F. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which danger their health, safety or well-being.
- G. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his/her duties.

When absence arises out of or from such assault or injury, the employee shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

ARTICLE XXIV

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. Special Assistance

When, in the judgement of a teacher, a student requires the attention of the principal, a vice-principal, a counselor, psychologist, physician or other specialist, the teacher shall so inform his/her immediate superior or the principal. If the teacher so requests, the immediate superior or the principal shall arrange as soon as possible for a conference among himself, the teacher and an appropriate specialist to discuss the problems. When, in the judgment of a teacher, a student is by his/her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may temporarily exclude the student from the classroom and refer him/her to the vice-principal or other designated superior.

ARTICLE XXV

INSURANCE PROTECTION

- A. The Board, after agreement with the Association regarding appropriate insurance carriers, shall provide the health care insurance protection designated below.
- B. The Board agrees to pay 100% of the total cost of the premiums.
- C. In the traditional plan a threshold shall be established as \$1,000 for single and \$2,000 for family coverage; the deductible shall be \$100 for single and \$200 for family coverage; and prescriptions and all associated medical costs shall be applied toward the threshold. The members are responsible for up to 20% of the threshold. After the threshold is satisfied the Board pays 100% of the associated medical costs.
- D. Employees may choose alternate coverage under an HMO Plan, however, the cost to the Board cannot exceed Blue Cross/Blue Shield Major Medical plan rates. Should the cost of an alternate plan exceed these rates, the employee may pay the difference.
- E. The Board shall provide to all employees the option of choosing the plan "Direct Access."
- F. The Board agrees to provide, a full family dental plan through DIRECT DENTAL NETWORK including orthodontic benefits, which shall be extended to include employees, their spouses and eligible children.
- G. All Shore Regional retirees shall be allowed to purchase, at their own expense, the various insurances being offered in this article, providing the carriers agree thereto and providing further that the Shore Regional Education Association collects the individual premiums from the retirees and transmits same to the Board at least thirty (30) days prior to the due date of the quarterly premium
- H. The Prudential Financial Educators Insurance Services Program replaces the Washington National Insurance Program and shall be continued in its present form.

I.

ARTICLE XXVI

PAYROLL PROCEDURES

- A. Employees who are employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
- B. Employees who are employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
- C. 1. Employees may individually elect to join a summer pay plan and the Board agrees to make such a plan available to the employees.
2. An employee who participates in the summer pay plan may have the funds which are withheld sent to the Mon-Oc Teachers Federal Credit Union where they shall be deposited in an interest-bearing account in the employee's name. This shall be done only if all employees on the summer pay plan so request.
3. Funds must be sent to Mon-Oc each pay period.
- D. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
- Employees shall receive their final checks on the last working day in June, provided all requirements have been completed.
- E. Schedule B and C stipends shall be taxed in accordance with current Internal Revenue Service Code on Supplemental Wage Payments as required by law.

Stipends for all positions reflected in Schedules B and C shall be paid in accordance with the following dates:

Fall Sports and Activities – Last paycheck in November:

Field Hockey, Football, Boys' Soccer, Cross Country, Fall Cheerleaders, Gymnastics, Marching Band, Fall Intramurals, Girls' Tennis

Winter Sports and Activities – Last paycheck in March:

Basketball, Bowling, Swimming, Wrestling, Shore Players, Ski Club, Winter Intramurals, Winter Conditioning, Winter Cheerleaders

Spring Sports and Activities – Last paycheck in June:

Baseball, Softball, Girls' Soccer, Boys' Tennis, Outdoor Track, Golf, Yearbook, Newspaper, Student Council, Class Advisors, Chess Club, Gifted and Talented Coordinator, National Honor Society, Service Club, Math, Biology, Chemistry and Physics Clubs, Debating, Spring Conditioning, Student Activity Treasurer

- F. The Board agrees to deposit all tax sheltered annuity deductions directly to the individual tax shelters each pay period. No more than six (6) tax shelters will be covered by direct deposit.

ARTICLE XXVII

DEDUCTION FROM SALARY

A. Association Payroll Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Shore Regional Education Association, the Monmouth County Education Association, the New Jersey Education Association and the National Education Association, as such employees voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any correspondence shall be transmitted to such person as may from time to time be designated by Shore Regional Educational Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice thirty (30) days prior to the effective date of such change.

ARTICLE XXVIII
MISCELLANEOUS PROVISIONS

A. Nondiscrimination

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

B. Board Policy

This agreement constitutes a commitment of compliance for the Board and Association and their respective members for the term of said agreement and both shall carry out the commitments contained herein and give them full force and effect as part of the overall Board policy.

C. Separability

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and substituting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

D. Compliance Between Individual Contract and Master Contract

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

E. Printing Agreement

Copies of this agreement shall be printed at the expense of the Board after agreement with the Association on format. The agreement shall be presented to all members now employed, hereafter employed or considered for employment by the Board.

F. Whenever any notice is required to be given by either or the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so, in writing, personally or by mail, at the following addresses.

(1) If by the Association to the Board, addressed to the President or Secretary of the Board, Shore Regional High School, West Long Branch, New Jersey 07764.

(2) If by the Board to the Association, addressed to the President or the Secretary of the Association, Shore Regional High School, West Long Branch, New Jersey 07764.

ARTICLE XXIX

SECRETARIAL RIGHTS AND PRIVILEGES

A. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public laws 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, or wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance or complaint or proceeding under the Agreement or otherwise with respect to any terms or conditions of employment.

B. 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. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. No employee shall be disciplined or reduced in rank or compensation or deprived of any due advantage without prior notice and the right to representation at a conference prior to the official actions indicated herein. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public.

D. Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment or the salary or any increments pertaining thereto, then he or she shall be given prior written notice of the reason 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.

E. No employee shall be prevented from wearing pins or inconspicuous identification of membership in the Association or its affiliates.

ARTICLE XXX

SECRETARIAL WORK YEAR

It is agreed that the work year for ten (10) month employees shall be based on the teacher calendar which consists of one hundred eighty-seven (187) workdays.

Effective July 1, 2002, all ten (10) month secretaries shall work an additional three (3) days at the end of the school year and two (2) additional days before the start of the school year. The five (5) days shall be paid a per diem based on 1/200th of their salary and added to their base for pension purposes.

It is agreed that the work year for twelve (12) month employees shall be from July 1 through June 30. Holidays will include July 4th and all days that school is closed as indicated on the teacher calendar.

ARTICLE XXXI

SECRETARIAL WORK HOURS

A. Each office will be covered by a secretarial employee during the lunch break of the workday, which will necessitate a rotation schedule, to be formulated by the Secretarial Unit.

B. The hours during the days when school is in session will be seven and one half (7½) hours per day, including a duty free lunch period of thirty (30) minutes.

C. The hours during the days when school is not in session and all holidays shall be seven (7) hours, including a duty free lunch period of sixty (60) minutes.

D. The starting and dismissal time shall be as scheduled by the administration.

The starting time shall be scheduled between the hours of 7:30 a.m. and 9:00 a.m. and the working hours shall be continuous to a quitting time scheduled no later than 4:30 p.m. in winter and 4:00 p.m. in summer.

E. No employee will be required to work on a day that the district is closed due to inclement weather.

ARTICLE XXXII

OVERTIME

Any employee requested to work more than forty (40) hours in any one (1) week shall be paid overtime at the rate of time and one half, or shall be granted compensatory time to be used in the same manner as a vacation.

ARTICLE XXXIII

VACATIONS

1. Eligibility shall be determined as of July 1 of each year.
2. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall be free from arbitrary and capricious judgement. Conflicts shall be resolved on the basis of seniority.
3. Twelve (12) month employees shall be eligible for vacations on the following basis:
 - (a) First (1st) year personnel shall receive one (1) working day for each full month of services up to a maximum of ten (10) working days, which shall be usable after six (6) continuous months employment.
 - (b) An employee who has one (1) year through five (5) years experience shall receive ten (10) days vacation.
 - (c) An employee with six (6) years through twelve (12) years experience shall have fifteen (15) days vacation.
 - (d) An employee with thirteen (13) years and over shall receive twenty (20) days vacation.
 - (e) Vacation time will be computed from the original date of employment.
4. No vacations are to be schedule two (2) weeks prior to the opening of school and two (2) weeks after the opening of school. Also, no vacations are to be scheduled two (2) weeks prior to the closing of school. However, said vacations may be granted during this time if said employee receives the approval of their immediate supervisor.

5. Vacation days may be used only after the close of the school year in which they were earned. If the employee reaches the next step for vacations, the additional time may not be used until after the completion of the work year. (Vacation days may not be accrued.)

ARTICLE XXXIV

COMPLAINT PROCEDURE

A. Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which does or may influence the evaluation of an employee shall be brought to the attention of the employee by the principal or immediate supervisor and they shall attempt to resolve the matter informally.

B. The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

ARTICLE XXXV

SECRETARIAL SICK LEAVE

A. All employees shall be entitled to one (1) sick day per calendar month of said employees contractual year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. All employees newly employed by the Board shall be granted all of their sick days, if any, which they have accumulated in their previous public schools to a maximum of twelve (12) for twelve (12) month employees and ten (10) for ten (10) month employees. It shall be the responsibility of the employee to initiate the request for his previously accumulated sick days and to present written proof to the Superintendent from the school system(s) in which he/she previously employed before July 1 of the first (1st) year employed at Shore Regional High School.

C. Additional sick leave may be granted by the Board on an individual basis pursuant to the provisions of N.J.S.A. 18A:30-1 and following.

D. Employees shall be given written accounting of accumulated sick leave days no later than October 1 of each year.

E. The parties acknowledge and agree that if after an employee is employed in the Shore Regional High School System for a period of thirteen (13) years, said employee will be eligible for a sick leave retirement benefit of a maximum of Thirty Dollars (\$30.00) per day for those unused sick days that said employee may have accrued while employed at Shore Regional High School. This benefit may not exceed the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) per employee. Said retirement shall be defined in accordance with New Jersey Statute and the Teachers' Pension and Annuity Fund Rules and Regulations. An employee must provide notice on or before June 1st of each year of this contract, if he/she intends to retire.

ARTICLE XXXVI

SECRETARIAL SALARIES AND LONGEVITY

Salaries will be paid in accordance with Schedule S-1 as attached and made a part herein. Employees hired after January 1 will not be eligible for a step increase until July 1 of the year following the year employed.

Longevity will be based on the initial date of employment. All current employees, both ten (10) and twelve (12) month, will be paid longevity when eligible on the twelve (12) month longevity guide. All ten (10) month employees hired after February, 1993 will be paid longevity when eligible on the ten (10) month longevity guide. Longevity payment will be added to salary and divided into twenty (20) or twenty-four (24) equal payments. Eligibility begins the first full month following the month when the employee completed the required number of years. The amount will be prorated if the employee was not hired on July 1 for twelve (12) month employment or September 1 for ten (10) month employment.

ARTICLE XXXVII

MISCELLANEOUS PROVISIONS

A. For the protection of the employers and secretarial unit, all newly hired secretaries should be evaluated by their supervisors, after a three (3) month period. At this time an employee with an unsatisfactory review will be terminated or suggestions for improvements will be made. If recommendations are made, the employee will have the following three (3) months to improve their performance. If, however, there is no improvement, a decision should be made promptly on whether to continue employment.

B. Staff development of secretaries will include the following:

The Board of Education will provide reimbursement funds for job related training in the use of hardware and software applications, with the approval of the supervisor, and final approval of the Superintendent.

C. Part-time personnel (those working in excess of twenty-eight (28) hours a week) shall be granted all benefits given to full-time employees, including personal leave, sick leave and insurance. All present employees are grandfathered.

ARTICLE XXXVIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2002, and shall continue in effect until June 30, 2003. This Agreement shall not be extended orally, and it shall expire on the date indicated, unless it is extended by the parties in writing.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

SHORE REGIONAL HIGH SCHOOL
EDUCATION ASSOCIATION

Linda J. Conway
President

Cynthia C. Dubois
Secretary

5-29-03
Date

SHORE REGIONAL HIGH SCHOOL
BOARD OF EDUCATION

Deane Merla
Board President

[Signature]
Board Secretary

MAY 15 2003
Date

SECRETARIAL GUIDE - SCHEDULE S-1
2002-2003

Support Staff Salary Guide

Year 1
2002-2003

Exp	Step	Year 1 2002-2003
1	1	28,013
2	2	28,999
3	3	29,985
4	4	30,972
5	5	31,958
6	6	32,944
7	7	33,931
8	8	34,917
9	9	35,903
10	10	36,890

Exp	Step	Year 1 2002-2003
1	1	23,832
2	2	24,671
3	3	25,510
4	4	26,349
5	5	27,188
6	6	28,027
7	7	28,866
8	8	29,706
9	9	30,545
10	10	31,384

LONGEVITY - HIRES AFTER FEBRUARY 1993

After 10 years	-	\$ 250
After 15 years	-	\$ 500
After 20 years	-	\$ 750
After 25 years	-	\$1,000

LONGEVITY - HIRES PRIOR TO 1993

After 10 years	-	\$ 300
After 15 years	-	\$ 600
After 20 years	-	\$ 900
After 25 years	-	\$1,200

STAFF

Name	Hired
Ruland	September 198
Acerca	September 200
Chiatullo	September 199
Pusatari	October 1985
Stokes	October 1987
Moore	October 1987
Speirs	June 2002

ATHLETICS - SCHEDULE B 2002-03

		STEP 1	STEP 2	STEP 3	STEP 4
	Equipment Manager	3819	4257	4695	5134
I	Football	5391	6054	6717	7380
	Assistant	3774	4238	4702	5166
II	Basketball	5134	5760	6386	7012
	Swimming				
	Wrestling				
	Assistant	3594	4032	4470	4908
III	Baseball	4204	4698	5191	5685
	Field Hockey				
	Lacrosse				
	Gymnastics				
	Outdoor Track				
	Soccer				
	Softball				
	Assistant	2943	3289	3634	3980
IV	Bowling	3168	3514	3859	4204
	Cross Country				
	Assistant	2218	2460	2701	2943
V	Golf	2658	2930	3203	3475
	Indoor Track				
	Tennis				
	Assistant	1861	2051	2242	2433
VI	Intramurals	1505	1613	1721	1829
	per season				

CO CURRICULAR ACTIVITIES - SCHEDULE C

	2002-03
MARCHING BAND DIRECTOR	4000
ASST BAND DIRECTOR	2450
MARCHING BAND CHOREOGRAPHER	2450
PEP BAND	2500
SHORE PLAYERS, DIRECTOR,	5230
TECHNICAL DIRECTOR	3200
ACCOMPANIST	1900
ASST BUSINESS	1800
ASST ORCHESTRA	2100
YEARBOOK	4000
NEWSPAPER	2850
STUDENT GOVERNMENT	3490
CLASS ADVISOR	2750
SENIOR	2750
JUNIOR	2400
SOPH	2400
FRESH	2400
STUDENT ACTIVITY ADVISOR	2750
CHESS CLUB ADVISOR	1750
CHESS ASST	1400
GIFTED&TALENTED	2050
NATIONAL HONOR SOCIETY	1900
MATH CLUB	1700
SERVICE CLUB	1700
TEEN LEADERSHIP	1600
SKI CLUB	1500
MOCK TRIAL	1800
CHEERLEADING	
FALL	3300
FALL AST	2460
WINTER	3300

The stipend for class advisor will be increased \$400 for reappointees after completion of four years.

APPENDIX I

LAWRENCE I. HAMMER, P.C.

ARBITRATOR, FACT FINDER, MEDIATOR

148 DANIEL ROAD NORTH - P.O. BOX 1635
MASSAPEQUA, NEW YORK 11758
(516) 570-7070

December 17, 1987

Hayden L. Messner, Jr.
c/o NJEA
1030 Broad St.
Shrewsbury, NJ 07702

Alexis Tucci, Esq.
1090 Broadway
West Long Branch, NJ 07764

Re: Shore Regional Board of Education
-and-
Shore Regional Education Association
PERC #I-87-447

Gentlemen:

This will acknowledge my receipt of your joint November 24, 1987 letter.

I will, after examining and reviewing my notes herein, and after endeavoring to recollect our sundry conversations and discussions had during the period of impasse, attempt to respond to the question posed therein.

Article 4 of the former contract shall continue as is through and including Section D 2 d. Paragraph 13 from the Memorandum should be added thereto as Section D 2 e (as it appears from your enclosures). Likewise, paragraphs 14 and 21 should be added as part of Section D 2 f and D 2 g.

I would in Section D 2 g change references to paragraphs 13 and 14, to a reference to paragraphs "e and f".

December 17, 1987

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Paragraph 22 from the Memorandum, referred to as Section 2 D h in your letter enclosures creates a problem, as this is where an inconsistency develops and which creates your dilemma. This portion of the Memorandum is in disagreement with paragraph numbered 14.

There is no question, from both my notes and my recollections of our discussions that it was the insistence of the Union, and the ultimate agreement therein by the Board, that any Administrative Decisions and/or Board Policy changes which affect the contract itself and/or any of the terms and conditions of employment would be subject to the grievance procedure. This is the gist of Paragraph 14 of the Memorandum.

If Board Policy and/or Administrative Decisions could affect the terms and conditions of employment, and not be subject to the grievance procedure, there would be nothing to prevent Administratively changing the contractual terms.

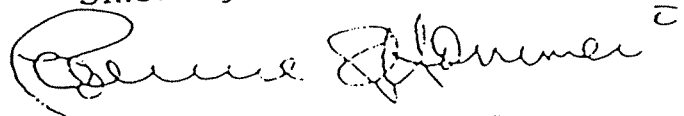
There never was an intent to preclude the Board of Education from drafting new policies or changing existing policies so long as same did not affect the terms and conditions of the staff's employment.

The Administrative Decisions and/or Board Policies would be subject to the grievance procedures of Article 4 D 2 e (Memo Paragraph #13) only if same affected the contract and its terms and conditions of employment. Those not affecting the terms and conditions of employment would continue with the Advisory Arbitration framework.

I can only chalk up the inconsistency caused by Paragraph 22 on poor draftsmanship as the tedious hours wore on, as there never was an intent to modify paragraphs 13 or 14.

If I can be of any further assistance herein, please do not hesitate calling upon me.

Sincerely,


LAWRENCE I. HAMMER

LH/rb