

AGREEMENT

between

OCEANPORT EDUCATION ASSOCIATION

and

BOARD OF EDUCATION, BOROUGH OF OCEANPORT

MONMOUTH COUNTY, NEW JERSEY

2003-2004

2004-2005

2005-2006

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PREAMBLE

This Agreement, entered into this 24th day of March 2003 by and between the Board of Education of Oceanport, the Borough of Oceanport, New Jersey, hereinafter called the Board and the Oceanport Education Association, hereinafter called the Association.

ARTICLE I

RECOGNITION

A. The Board agrees to and hereby does recognize the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all professional employees of the Board whether under contract or on leave, including:

Art teacher, classroom teachers, guidance counselor/substance abuse coordinator, home economics teacher, industrial arts teacher, librarians, vocal and instrumental music teachers. Nurse, health and physical education teachers, speech therapist and special education teachers;

But excluding:

Chief School Administrator, building principals, Director of Special Services/learning disabilities teacher consultant, home tutors, supplementary tutors, psychologist, social worker, noontime supervisors, secretaries, custodians, bus drivers, paraprofessional aides, cafeteria staff, administrative assistants and all other supervisory personnel.

B. Unless otherwise indicated, the term teachers when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Either party may initiate negotiations concerning a successor agreement by contacting the other party prior to the time required by law during the final year of the agreement unless extended by mutual consent. The initiating party will request a meeting to start the negotiating process. The other party will agree to a meeting within 30 days. At the first meeting the parties will agree on the rules of process, schedule subsequent meetings and set a date for simultaneous submission of proposals for the successor agreement. The parties shall meet in active collective negotiations after receipt of initial proposals. Any agreement negotiated shall be reduced to writing, presented for ratification, and thereafter signed by the Board and Association.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection all pertinent records, data and information of the Oceanport School District within the public domain.

C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, presented to the Board for adoption, and thereafter signed by the Board and the Association.

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.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean a complaint by a teacher that there has been a loss or injury to him/her because of a violation, misinterpretation or application of this Agreement or a Board policy concerning terms and conditions of employment.

A grievance, in order to be considered under this procedure, must be initiated by a teacher at least verbally within ten (10) school days from the time of its alleged occurrence.

NOTE: If the incident occurs during the school recess periods or summer holidays, the passage or time will commence with the first school day following the recess period or holiday.

B. Procedure

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

(b) It is understood that, during and notwithstanding the pending of any grievance, teachers shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof be fully determined.
2. Any teacher who has a grievance shall discuss it first with his/her principal in an attempt to resolve the matter informally at that level. The Association shall have the right to grieve in the same manner as an individual.

3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he/she shall set forth his/her grievance in writing to the principal specifying:

(a) the nature of the grievance

(b) the remedy sought to resolve the issue

The principal shall communicate his/her decision to the teacher within five (5) days of receipt of the written grievance.

4. The teacher may appeal the principal's decision to the Superintendent of Schools no later than five (5) school days after receiving it. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her written decision to the teacher and the principal.

5. If the grievance is not resolved to the teacher's satisfaction, he/she may request a review by the Board of Education within five (5) school days after receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools. The superintendent shall attach all related papers and forward the request to the Board of Education. The Board or Committee thereof shall review the grievance, may hold a hearing with the teacher if either party wishes, and render a written decision within thirty (30) calendar days of receipt of the grievance.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and she/he wishes review by a third party, he/she shall notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision. An exception to this process will occur in the case of a grievance involving the following points:

(a) Any matter for which a method of review is prescribed either by law or any rule or regulation of the State Commissioner of Education

(b) A complaint of a non-tenured teacher which arises by reason of his not being re-employed (see Article IV)

(c) A complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or required.

7. (a) The following procedure will be used to secure the services of an arbitrator:
- (1) A request will be made to PERC to submit a roster of persons qualified to function as arbitrators in the dispute in question.
 - (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will ask PERC to submit a second roster of names.
 - (3) If the parties are unable to select a mutually satisfactory arbitrator from the second list within ten (10) school days of the initial request for arbitration, PERC may be requested by either party to designate an arbitrator.
- (b) The arbitrator shall limit himself/she to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be final and binding upon both parties. Only the Board, the aggrieved and his/her representatives shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
- (c) Rights of teachers to representation.
- (1) Any grievant may be represented by a third party at all stages of the grievance procedure.
 - (2) When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the principal or any higher level, be notified that the grievance is in process, have the right to be present and state its views at all hearing sessions held concerning the grievance. It shall receive a copy of all decisions rendered.

A copy of the principal's and/or Superintendent's written decision made in response to a written grievance shall be given to the Association immediately.
 - (3) No reprisals shall be taken by the Board or its administration against any employee because he/she utilizes the grievance procedure.
- (d) The parties shall be responsible for all costs incurred by each; only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

ARTICLE IV

TEACHER RIGHTS

A. The Board hereby agrees that every employee shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by New Jersey Public Laws 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 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, complaint or proceeding under this Agreement.

B. Nothing herein shall be construed to deny or restrict any teacher such rights as he/she may have under New Jersey Law and regulations.

C. Whenever a teacher is required to appear before the Board or any Committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

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

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during work hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- B. Representatives of the Association, the New Jersey Education Association and the National Education Association may be permitted to transact official Association business on school property at all reasonable times, provided that this does not interfere with or interrupt normal school operations as determined by the building principal.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required as established under existing policies.
- D. The Association may have the right to the use of school facilities and equipment, including typewriters, photocopying machines, calculating machines, and all types of audio-visual equipment at reasonable times and with the approval of the building principal.
- E. The Association may elect to use the interschool mail facilities, provided it does not interfere with its normal operation.
- F. The Association shall have the exclusive use of a designated section of the bulletin board in each school faculty lounge.
- G. The Association shall have the right to speak to the teachers at the orientation program at the beginning of each school year.
- H. 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.
- I. Upon the written request of the Association, a soda machine shall be installed in the teachers' lounge in each school. The Association shall assume complete responsibility for the stocking, maintenance and operation of said machines.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

- A.
1. Teachers shall be assigned their duties by their respective building principals as to regular classroom and other areas of pupil instruction and supervision.
 2. 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 by hours and minutes. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty sign-in roster in each school.
 3. No teacher shall be required to report for duty earlier than the opening of the pupil's school day and shall be permitted to leave five (5) minutes after the close of the pupil's school day. This five (5) minute period of non-student contact time shall not be counted as part of the two hundred forty (240) non-student contact time referred to in paragraph 4 below. Five days late shall be considered as an unexcused absence and the teacher's salary shall be reduced by 1/200th of his/her contractual salary.
 4. The total in-school workday shall consist of six (6) hours and fifty (50) minutes which shall include a duty free lunch period, except in emergency situations. In addition to the duty free lunch period each teacher shall have not less than 240 minutes of non-student contact time each five (5) day school week that consists of five (5) in-school working days. Those school weeks consisting of less than five (5) in-school working days shall have the total non-student contact time reduced according to the schedules followed on the days that school is in session. Except in extreme emergencies, teachers will have a maximum of 4 periods consecutive student instructional time on any school day. A normal school week shall begin on Monday and end on Friday.

5. Non-student Contact Time.

(a) Non-student contact time is defined as any time for which an employee has not been assigned to be with students. Non-student contact time will be used for such activities as: (1) correcting papers, (2) preparing lesson plans, (3) preparing bulletin boards and other displays, (4) previewing audiovisual aids, (5) professional reading, (6) preparation of report cards, (7) preparation of reports, (8) conferencing with parents, administrators, and other personnel, (9) duplicating or securing materials for class use and (10) other such activities as can be directly related to the welfare of the students or the functioning of the school or development of the individual as a teacher and person.

(b) Pursuant to previous contracts and past practice, non-student contact time, shall include common planning.

6. In the event there are no substitutes, the Superintendent or Principal may assign a teacher instructional duties during any or all of the non-student contact time and the teacher shall be compensated at the rate of \$32.00 per classroom period. No additional compensation shall be granted for instructional duties assigned during the non-student time in excess of the 240 minutes. (See Paragraph 4, Page 13).

7. Any teacher who is required to work beyond the regular in-school year on curriculum revision or in-service workshops shall be compensated at the rate of \$37.00 per hour.

- B. Teachers may leave the building during their scheduled duty-free lunch periods by notifying the building principal and by so designating in the appropriate sign-out book.
- C. Teacher participation in extra-curricular activities shall be compensated according to the rate of pay in Schedule B. Any certified employee may volunteer for activities. If there are no volunteers, the Superintendent must advertise the position outside the school system. If it can be shown that there are no certified applicants, the Superintendent may assign a certified employee from within the district.
- D. Teacher participation in field trips which extend beyond the teacher's in-school work day, and overnight or weekend trips, shall be voluntary.

- E. Teachers may be required to remain after the end of the regular work day without additional compensation for the purpose of attending faculty or other professional meetings. Such meetings shall run for no more than forty (40) minutes. The notice of any meeting shall be given to the teachers at least two (2) days prior to the meeting except in case of an emergency or if the meeting is held on the first school day of the week.
- F. All additional duties as herein provided shall be on a rotating basis whenever possible and posted.
- G. All full time teachers shall participate in three parent-teacher conferences per year as scheduled by the Chief School Administrator. Two (2) of the conference dates shall be in the evening after single session (four hour) student days. The remaining conference date shall be in the afternoon and be immediately preceded by a single session (four hour) student day. The duration of these conferences shall not be longer than two and one-half hours. Part-time teachers participation in parent-teacher conferences shall be identical to full time teachers with the sole exception that the duration shall be pro-rated.
- H. Teachers are required to provide a maximum of the following extra help periods per school year not to exceed one per week and the following session minutes in length beyond the regular workday:

2003-2006: Twenty six extra help periods at 30 minutes each

The administration shall schedule these sessions by September 30th with prior input from the staff. The periods will be for remedial work only. The number of sessions will be prorated for part time teachers.

ARTICLE VII

TEACHER EMPLOYMENT

- A.
 - 1. Credit for military service may be granted up to four (4) years.
 - 2. Full credit may be granted for previous public school teaching experience under and with proper certification.
- B.
 - 1. Each teacher shall be placed on his/her proper step of the salary schedule as of the beginning of the current school year in accordance with sub-paragraph 2 below.
 - 2. Credit up to the maximum step of any salary level on the Teacher Salary Schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of the Salary Guide. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship may be given upon initial employment.
- C. Teachers with previous teaching experience in the Oceanport School District shall, upon returning to the system, receive full credit on a salary schedule for all outside teaching experience, military experience, or alternative civilian service required by the Selective Service System, Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship up to the maximum set forth in Paragraph B above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall upon returning to the system be restored to the next position on the salary schedule above that at which they left provided that the length of employment the year immediately prior to leaving was ninety (90) or more school days.
- D. Non-tenure teachers shall be notified of the Board of Education's intent of employment for the ensuing year before May 15.
- E. All teachers shall be compensated at the rates listed in Schedule A.

- F. All salary recommendations are subject to review by the Board of Education. The Board reserves the right to review each case on its own merits.

The granting of regular salary increments, adjustment increments, or other remuneration for regular teaching assignments shall be dependent upon:

1. Satisfactory recommendations by the Superintendent.
2. Teachers making an effort to improve their teaching techniques and professional growth. Such improvement may include, but not be limited to, attendance at in-service training programs, teacher conventions, school sponsored workshops, formal graduate and undergraduate courses exclusive of Article XI, Section A, and local faculty meetings.

- G. Teachers attaining advanced degrees shall be placed on the appropriate salary steps as provided in Schedule A, effective either September 1st or February 1st upon receipt by the Board of Education transcripts and diplomas attesting to the satisfactory completion of requirements. Proof of requirements being met shall be filed with the Superintendent of Schools no later than October 1 for the prior September 1st placement and/or March 1 for prior February 1st.

- H. Credits above the Bachelor or Masters degree level must be certified graduate credits to qualify for this provision in Schedule A.

- I. Upon retirement, teachers shall be paid for each unused sick day to a maximum of \$8,000 at the following rate:

2003-2004 - \$45.00 per day
2004-2005 - \$50.00 per day
2005-2006 - \$55.00 per day

ARTICLE VIII

TRANSFERS AND REASSIGNMENTS

- A. Vacancies in teaching positions known to the school administration shall be posted in each building's general office for a period of five (5) days.
- B. Any currently employed teacher may file a written request to be considered as a candidate for any posted vacancy. Determination of change in position, job assignment and for requested transfer shall be as noted in this Agreement.
- C. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement not later than February 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preference.
- D. In the determination of requests for voluntary reassignment and/or transfer for a vacant position, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system.

ARTICLE IX

TEACHER EVALUATION

- A. Teacher evaluations shall be in accordance with Board policy.
- B. Written copies of the evaluations shall be provided to the teachers. All copies are to be signed by the teacher and the person making the evaluation.
- C. An evaluation conference must be held prior to any subsequent observation. This does not apply to an observed incident or condition that needs immediate attention.
- D. All monitoring or evaluation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
- E. All material shall be reviewed with the teacher prior to placing them in the teacher's personnel file. The teacher and the administrator shall sign said material to indicate that it has been reviewed. The teacher may comment on said material in writing, within ten (10) days; and comments to be reviewed by the administrator and attached to the file copy.
- F. Any professional employee shall be granted the opportunity upon request to the Superintendent to review the contents of his/her personnel file in the presence of an administrator. Any request to review his/her personnel file by an employee must be made at least twenty-four (24) hours in advance.

ARTICLE X

LEAVES AND ABSENCES

- A. 1. Personal illness - Ten (10) days leave per year for personal illness shall be granted with unused days accumulating without limit for all employees under ten month contracts. Employees under twelve-month contracts shall be granted twelve (12) days per annum accumulating without limit.
2. The absence of all employees for personal reasons, other than illness maybe four (4) days in any school year; said days shall be given without the applicant having to state the reason, other than they are being taken under this section. All of these days shall be considered non-cumulative and the actual workday of the employee. A maximum of 3 unused days at the conclusion of the work year shall be converted to sick days for personal illness use.

Any personal leave days beyond these noted above shall be considered unexcused. The employee shall have 1/200th of his/her salary deducted for each excused absence.

Personal days shall not be granted for the day prior to, nor the day following, a day or period when school is closed for a Board approved holiday or recess unless approved by the Superintendent of Schools. Said approval shall be granted only if he/she determines that emergency or extenuating circumstances warrant it.

3. Death in the Immediate Family- Every full time employee shall be granted five (5) days leave for a death in the immediate family. Death in the immediate family shall be construed to mean spouse, mother, father, children, mother-in-law, father-in-law, brothers, sisters, grandparents and/or other direct relatives domiciled in the employee's house as a dependent of the employee.
4. Maternity and Adoption Leave - Leaves of absence for maternity and adoption shall be granted without pay for a period of up to two years upon application by the candidate. The leave shall commence on the date requested by the teacher and will terminate upon the date stated by the teacher in the original application. The Board of Education may elect to change the termination date in order to permit completion of a full marking period. However, the termination date chosen shall permit the

teacher to maximize her service in accordance with Board of Education's policy on service credit. The Board of Education shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.

No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Oceanport School District in the area of her certification or competence.

5. Military Leave - Military leave will be granted without pay to all employees upon proper presentation of military orders. Job protection will be provided.
6. Extended Leave of Absence - Full time employees applying for extended leaves of absence shall apply for such in written statements with reasons stated. Each request shall be decided on its own merits at the discretion of the Board of Education and shall be without pay.
7. Definitions
 - a. Personal illness is hereby defined as absence from his/her duty because of personal disability due to illness or injury or because he/she has been excluded from school by the school district's medical authority because of contagious disease or being quarantined for such a disease in his/her immediate household.
 - b. An attending physician's certificate may be required for any and all sick leave claimed by Board of Education employees under subparagraph 1 of this Article.
8. Professional Days - Teachers will be allowed to visit other school districts and attend in-service training conferences outside the district when the visit or attendance will benefit the teacher in his/her area of teaching. Requests for professional days shall be made to the building principal and superintendent of schools. Within a week after a professional day a written report shall be presented to the building principal. This report should highlight the possible application in our school system of methods observed or information gathered.

ARTICLE XI

PROFESSIONAL COURSES

- A. Teachers will have one (1), three (3) credit course reimbursed fully every three (3) years. Payment for the three (3) credits shall be reimbursed for 50% for tuition costs at the time of approval and 50% at the time of satisfactory completion. Any in-service fee pursuant to this section shall also be reimbursed.

All other courses shall be subject to tuition reimbursement as per the cost per credit for that college or university but shall not exceed the Rutgers University per credit cost.

All courses and workshops in which an employee wishes to enroll in for reimbursement and increment purposes is subject to the prior approval of the building principal and Superintendent of Schools. Reimbursement for undergraduate level courses shall be given if the course is determined by the administration to be relevant to the teacher's position.

No reimbursement shall be given for courses required for permanent certification in any area, except as expressly approved by the Superintendent of Schools. No reimbursement shall be given for courses taken while not employed by the Oceanport School District.

- B. To receive reimbursement, the teacher requesting it must submit a resume of the course(s) taken and an official grade report from the college or university attended. All final grades must be passing grades as stipulated by the standards of the institution attended.
- C. Grade reports are acceptable evidence for reimbursement. However, they must be submitted by March 1st for fall semester courses, July 1st for spring semester courses and October 1st for summer courses.

ARTICLE XII

INSURANCE PROTECTION

- A. The Board of Education shall pay the premium and subsequent increases for the duration of the Agreement for each teacher, and in cases where appropriate, for family plan coverage under a Preferred Provider Option (PPO) Plan as the employee health insurance program. This includes basic hospitalization, major medical and medical-surgical. The yearly deductible amount will be \$200 for single coverage and \$400 for employee/spouse, employee/children and family coverage. The co-pay amount per in-network visit shall be \$10 for the 2003-2004 school year, \$10 for the 2004-2005 school year and \$15 for the 2005-2006 school year. Said coverage shall be equal to or better than the coverage provided as of July 1, 2003. A Health Maintenance Organization (HMO) Plan is also available, at the employee's option, as a single employee and/or family health insurance program. If an employee wishes to have Traditional Coverage, they may do so by purchasing coverage through payroll deduction.
- B. The Board of Education shall pay the premium and subsequent increases for the duration of the Agreement for each teacher (employee only) under the plan known as the employee dental plan, without orthodonture. Said coverage shall be equal to or better than the coverage provided as of July 1, 2003. If an employee wishes to have employee/spouse, employee/children or family coverage, they may do so by purchasing coverage through payroll deduction.
- C. The above payments shall apply to whatever coverage an employee chooses and shall not restrict the employee's right to change coverage, as appropriate, in accordance with established rules.

ARTICLE XIII

INSTRUCTIONAL COUNCIL

- A. An Instructional Council shall be formed that is representative of the full professional staff.
- B. The Council shall be advisory in nature. Its primary concern shall be review of existing curriculum and the recommendations for its improvement. The methods employed to conduct this review shall include but not be limited to, testing program, textbook selection, courses of study, maintenance of classroom control and discipline, teacher academic freedom, intra-school promotions, innovative techniques, measurement of pupil learning, reporting to parents, addition of new courses, instructional materials and supplies, and other matters referred to it by the Superintendent of Schools.
- C. The Council shall prepare and present a statement of purposes, define the duties of its chairperson, provide for a rotation of his/her term in office, and inform the Board of Education as to the method of selection of its members.
- D. The recommendations of the Council shall be formally presented in written form to the Superintendent of Schools. These shall be reviewed at a mutually convenient time by the Superintendent and a representative(s) of the Council.
- E. The Board of Education or its designated representative shall meet with the Instructional Council at a mutually convenient time. The purpose of this meeting shall be to review the recommendations as presented to the Superintendent of Schools.
- F. The Board shall consider and study all written recommendations submitted to it by the Council through the Superintendent of Schools for action. If the Board refuses to adopt any such recommendations, it shall state the specific reasons for such refusal in writing to the Council.

ARTICLE XIV

PROMOTIONS

- A. Promotional positions are defined as follows: positions paying a salary differential and/or on the administrator-supervisory level. All vacancies in promotional positions, including specialists and/or special projects teachers and those in programs funded by the federal government, shall be adequately publicized including the qualifications for the position, its duties, and the rate of compensation by the Superintendent in accordance with the following procedure:
1. When schools are in session, a notice shall be posted in each building as far in advance as practicable (ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such a date). A copy of the notice shall be given to the Association at the time of the posting. Teachers wishing to apply for such vacancies shall submit their written applications to the Superintendent within the time limit specified in the notice. The Superintendent shall acknowledge promptly and in writing the receipt of all such applications.
 2. Teachers wishing to apply for promotional positions which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with position, for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily as least twenty one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. 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 Administrative Offices, in each school, and a copy of said notice shall be given to the Association. No vacancy in a promotional position shall be filled other than in accordance with this procedure.
- B. Extra-curricular positions covered under Schedule B are not subject to this Article.

ARTICLE XV

FAIR DISMISSAL PROCEDURE

Any non-tenure teacher receiving notice that a teaching contract for the succeeding year will not be offered may request a statement of the reasons in accordance with New Jersey Administrative Code 6:3-1.20.

ARTICLE XVI

REPRESENTATION FEE

A. Purpose of Fee

If a professional employee, who is eligible to be represented by the Association (as defined in Article I of this Agreement), does not elect to become a member of the Association, said employee will be required to pay a representation fee to the Association. Representation fees shall be deducted proportionately only, beginning July 1st of the year this contract takes effect. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. Fee payment is not required for partisan political activities or causes or ideological positions only incidentally related to terms and conditions of employment and all benefits available only to members of the majority representative.

B. Amount of Fee

Prior to the beginning of each membership year (July 1 to the following June 30), the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments to be charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will not exceed 85% of that amount. The Association, prior to the start of each membership year, will notify the Board in writing of the representation fee to be paid by non-members and will certify that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments and does not include any amount of dues, fees and assessments that are expended 1) for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or 2) applied toward the cost of benefits available only to members of the majority representatives.

C. Deduction and Transmission of Fee

1. Notification

During the month of June in each membership year 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 these employees the representation fee and will transmit the amount so deducted to the Association in accordance with Article XVI, Section C, part 3.

2. Demand and Return System

The Association must establish a demand and return system before any representation fees are deducted. The Association shall inform non-union professional employees of their rights to appeal the assessed representation fees deducted. A full and fair hearing will be provided to these non-union professional employees by the Association with the burden of proof on the union to justify the amount of the fee. Non-union members who are dissatisfied with the outcome of their appeals at the local level may appeal the decisions to the Tripartite State Board.

3. Payroll Deduction Schedule

The Board will deduct, as nearly as possible, the representation fee in equal installments from the paychecks of employees on the aforesaid list during the remainder of the membership year in question. Deductions will begin with the first paychecks paid in the month in which the list was received. This schedule will apply to all situations involving the collection of representation fees.

4. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will take the same action for non-members that are required for union members.

5. Mechanics

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

6. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and /or the amount of the representation fee. Such changes will be reflected in any deductions made in accordance with paragraph 3 above.

7. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who were placed on the payroll in bargaining unit positions during the preceding 30 day period. This list will include names, job titles and dates of employment. Representation fees, prorated to reflect the period of employment of the new employees, shall be deducted in accordance with the instructions in paragraph 3 above. New employees shall have a 3 month grace period to determine whether or not they wish to join the Association.

D. Indemnification and Save Harmless Provision

The union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be reproduced at the expense of the Board of Education after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now and hereafter employed.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following addresses:
1. If by the Association to the Board, at the Administration Offices located at Wolf Hill Avenue, Oceanport, New Jersey 07757.
 2. If by the Board to the President of the Association, at the appropriate school.
- D. Teachers who may be required to use their own automobiles in the performance of their duties and teachers who are assigned to more than one (1) school shall be reimbursed for all such travel at the IRS rate all driving done after arrival at the first location at the beginning of their work day. If the distance from the teacher's house to the first location or from the teacher's last location to his/her home is greater than the distance between the teacher's home and his/her base school, he/she shall be reimbursed for the difference at the IRS rate.
- E. Teachers shall have the opportunity to receive payments in lieu of health benefits for plan year coverage. The total amount of the payment shall be 30% of the average of the PPO Plan and HMO Plan premiums for the school year. Two payments will be made each year of the plan: the first on or about December 15 and the second on or about June 15. the payments will be subject to all payroll tax withholdings as applicable by law. The Administration will give notice to the teachers on or about May 1st each year as to the buyout amounts for the upcoming school year. Teachers must request the payments in lieu of health benefits in writing to the administration before May 30th. Requests to stop payments in lieu of health benefits and re-join the employee health insurance plan must be received in writing prior to May 30th for the next school year. If there is a "change of life" status for the teacher (loss of family or spouse health insurance coverage from other sources, divorce, death, birth of a baby, etc.) during the plan year, emergency enrollment will be provided so there is no interruption in coverage. Payments will be prorated for partial year participation in this plan for new teachers, partial year hires, and emergency re-enrollment.

ARTICLE XVIII

SCHOOL WORK YEAR

- A. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred and eighty-six day (186) teacher work days. The student school year shall not exceed one hundred and eighty-three (183) student days.

ARTICLE XIX

DURATION OF AGREEMENT

- A. This agreement shall be effective from July 1, 2003 to June 30, 2006, subject to the rights of both parties to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

- B. IN WITNESS THEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested to by its Business Administrator and its corporate seal to be placed hereon, all on the days and year first above written.

OCEANPORT EDUCATION ASSOCIATION

OCEANPORT BOARD OF EDUCATION

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Business Administrator

SCHEDULE A-1

2003-2004 SALARY GUIDE

Years of Experience	Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0	D	34,170	34,770	35,370	36,570	36,970	37,570
1	E	34,550	35,150	35,750	36,950	37,350	37,950
2	F	34,930	35,530	36,130	37,330	37,730	38,330
3	G	35,380	35,980	36,580	37,780	38,180	38,780
4-8	H	36,370	36,970	37,570	38,770	39,170	39,770
9	I	38,270	38,870	39,470	40,670	41,070	41,670
10	J	40,870	41,470	42,070	43,270	43,670	44,270
11	K	44,470	45,070	45,670	46,870	47,270	47,870
12	L	48,070	48,670	49,270	50,470	50,870	51,470
13	M	51,670	52,270	52,870	54,070	54,470	55,070
14	N	55,270	55,870	56,470	57,670	58,070	58,670
15	O	58,870	59,470	60,070	61,270	61,670	62,270
16	P	62,700	63,300	63,900	65,100	65,500	66,100
17+	Q	66,570	67,170	67,770	68,970	69,370	69,970

All teachers within the guide will move to the next letter each year

SCHEDULE A-2

2004-2005 SALARY GUIDE

Years of Experience	Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0	D	36,150	36,750	37,350	38,550	38,950	39,550
1	E	36,690	37,290	37,890	39,090	39,490	40,090
2	F	37,100	37,700	38,300	39,500	39,900	40,500
3	G	37,510	38,110	38,710	39,910	40,310	40,910
4	H	37,995	38,595	39,195	40,395	40,795	41,395
5-9	I	39,055	39,655	40,255	41,455	41,855	42,455
10	J	41,100	41,700	42,300	43,500	43,900	44,500
11	K	44,475	45,075	45,675	46,875	47,275	47,875
12	L	48,075	48,675	49,275	50,475	50,875	51,475
13	M	51,675	52,275	52,875	54,075	54,475	55,075
14	N	55,505	56,105	56,705	57,905	58,305	58,905
15	O	59,360	59,960	60,560	61,760	62,160	62,760
16	P	63,245	63,845	64,445	65,645	66,045	66,645
17+	Q	67,870	68,470	69,070	70,270	70,670	71,270

All teachers within the guide will move to the next letter each year

SCHEDULE A-3

2005-2006 SALARY GUIDE

Years of Experience	Step	BA	BA+15	BA+30	MA	MA+15	MA+30
0	D	38,150	38,750	39,350	40,550	40,950	41,550
1	E	38,930	39,530	40,130	41,330	41,730	42,330
2	F	39,510	40,110	40,710	41,910	42,310	42,910
3	G	39,955	40,555	41,155	42,355	42,755	43,355
4	H	40,400	41,000	41,600	42,800	43,200	43,800
5	I	40,920	41,520	42,120	43,320	43,720	44,320
6-10	J	42,065	42,665	43,265	44,465	44,865	45,465
11	K	44,480	45,080	45,680	46,880	47,280	47,880
12	L	48,080	48,680	49,280	50,480	50,880	51,480
13	M	51,775	52,375	52,975	54,175	54,575	55,175
14	N	55,655	56,255	56,855	58,055	58,455	59,055
15	O	59,775	60,375	60,975	62,175	62,575	63,175
16	P	63,925	64,525	65,125	66,325	66,725	67,325
17+	Q	69,200	69,800	70,400	71,600	72,000	72,600

All teachers within the guide will move to the next letter each year

SCHEDULE B: EXTRA CURRICULAR COMPENSATION: 2003-2004

ACTIVITY	1 st year	2 nd & 3 rd year	4 + years
Baseball	\$2,270.00	\$2,370.00	\$2,420.00
Softball	\$2,270.00	\$2,370.00	\$2,420.00
Boys Soccer	\$2,160.00	\$2,270.00	\$2,370.00
Girls Soccer	\$2,160.00	\$2,270.00	\$2,370.00
Field Hockey	\$2,160.00	\$2,270.00	\$2,370.00
Boys Basketball	\$2,830.00	\$2,990.00	\$3,090.00
Girls Basketball	\$2,830.00	\$2,990.00	\$3,090.00
Cheerleading	\$2,550.00	\$2,680.00	\$2,780.00
Yearbook	\$1,930.00	\$2,020.00	\$2,110.00
Walpack	\$ 360.00	\$ 360.00	\$ 360.00
AVA	\$1,240.00	\$1,290.00	\$1,340.00
Dance	\$ 35.00	\$ 35.00	\$ 35.00
Intramurals	\$ 21.00	\$ 21.00	\$ 21.00
Bells	\$ 730.00	\$ 760.00	\$ 800.00
Affirmative Action	\$ 720.00	\$ 760.00	\$ 800.00
Band A	\$1,730.00	\$1,780.00	\$1,880.00
Band B	\$1,550.00	\$1,600.00	\$1,700.00
Jazz/Brass Band	\$1,390.00	\$1,440.00	\$1,490.00
Play	\$2,200.00	\$2,310.00	\$2,410.00
Play	\$2,200.00	\$2,310.00	\$2,410.00
Play	\$2,200.00	\$2,310.00	\$2,410.00
Morning Duty	\$1,060.00	\$1,080.00	\$1,110.00
Student Leadership	\$2,270.00	\$2,580.00	\$2,780.00
Chorus 5-6	\$ 670.00	\$ 670.00	\$ 720.00
Chorus 7-8	\$ 670.00	\$ 670.00	\$ 720.00
Sports Coordinator	\$500.00/season	\$500.00/season	\$500.00/season
Basketball monitor	\$1,000.00	\$1,000.00	\$1,000.00

SCHEDULE B-1: EXTRACURRICULAR COMPENSATION: 2004-2005

ACTIVITY	1 st year	2 nd & 3 rd year	4 + years
Baseball	\$2,340.00	\$2,440.00	\$2,490.00
Softball	\$2,340.00	\$2,440.00	\$2,490.00
Boys Soccer	\$2,220.00	\$2,340.00	\$2,440.00
Girls Soccer	\$2,220.00	\$2,340.00	\$2,440.00
Field Hockey	\$2,220.00	\$2,340.00	\$2,440.00
Boys Basketball	\$2,910.00	\$3,080.00	\$3,180.00
Girls Basketball	\$2,910.00	\$3,080.00	\$3,180.00
Cheerleading	\$2,630.00	\$2,760.00	\$2,860.00
Yearbook	\$1,990.00	\$2,080.00	\$2,170.00
Walpack	\$ 370.00	\$ 370.00	\$ 370.00
AVA	\$1,280.00	\$1,330.00	\$1,380.00
Dance	\$ 36.00	\$ 36.00	\$ 36.00
Intramurals	\$ 21.00	\$ 21.00	\$ 21.00
Bells	\$ 750.00	\$ 780.00	\$ 820.00
Affirmative Action	\$ 740.00	\$ 780.00	\$ 820.00
Band A	\$1,780.00	\$1,830.00	\$1,940.00
Band B	\$1,600.00	\$1,650.00	\$1,750.00
Jazz/Brass Band	\$1,430.00	\$1,480.00	\$1,530.00
Play	\$2,270.00	\$2,380.00	\$2,480.00
Play	\$2,270.00	\$2,380.00	\$2,480.00
Play	\$2,270.00	\$2,380.00	\$2,480.00
Morning Duty	\$1,090.00	\$1,110.00	\$1,140.00
Student Leadership	\$2,340.00	\$2,660.00	\$2,860.00
Chorus 5-6	\$ 690.00	\$ 690.00	\$ 740.00
Chorus 7-8	\$ 690.00	\$ 690.00	\$ 740.00
Sports Coordinator	\$520.00/season	\$520.00/season	\$520.00/season
Basketball monitor	\$1,030.00	\$1,030.00	\$1,030.00

SCHEDULE B-2: EXTRACURRICULAR COMPENSATION: 2005-2006

ACTIVITY	1 st year	2 nd & 3 rd year	4 + years
Baseball	\$2,410.00	\$2,510.00	\$2,560.00
Softball	\$2,410.00	\$2,510.00	\$2,560.00
Boys Soccer	\$2,290.00	\$2,410.00	\$2,510.00
Girls Soccer	\$2,290.00	\$2,410.00	\$2,510.00
Field Hockey	\$2,290.00	\$2,410.00	\$2,510.00
Boys Basketball	\$3,000.00	\$3,170.00	\$3,280.00
Girls Basketball	\$3,000.00	\$3,170.00	\$3,280.00
Cheerleading	\$2,710.00	\$2,840.00	\$2,950.00
Yearbook	\$2,050.00	\$2,140.00	\$2,240.00
Walpack	\$ 380.00	\$ 380.00	\$ 380.00
AVA	\$1,320.00	\$1,370.00	\$1,420.00
Dance	\$ 37.00	\$ 37.00	\$ 37.00
Intramurals	\$ 22.00	\$ 22.00	\$ 22.00
Bells	\$ 770.00	\$ 800.00	\$ 840.00
Affirmative Action	\$ 760.00	\$ 800.00	\$ 840.00
Band A	\$1,830.00	\$1,880.00	\$2,000.00
Band B	\$1,650.00	\$1,700.00	\$1,800.00
Jazz/Brass Band	\$1,470.00	\$1,520.00	\$1,580.00
Play	\$2,340.00	\$2,450.00	\$2,550.00
Play	\$2,340.00	\$2,450.00	\$2,550.00
Play	\$2,340.00	\$2,450.00	\$2,550.00
Morning Duty	\$1,120.00	\$1,140.00	\$1,170.00
Student Leadership	\$2,410.00	\$2,740.00	\$2,950.00
Chorus 5-6	\$ 710.00	\$ 710.00	\$ 760.00
Chorus 7-8	\$ 710.00	\$ 710.00	\$ 760.00
Sports Coordinator	\$540.00/season	\$540.00/season	\$540.00/season
Basketball monitor	\$1,060.00	\$1,060.00	\$1,060.00

