

**AGREEMENT**

**by and between**

**BOARD OF EDUCATION, POINT PLEASANT SCHOOLS**

**and**

**POINT PLEASANT EDUCATION ASSOCIATION**

**2005 - 2006**

**2006-2007**

**2007-2008**

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**ARTICLE 1**

**RECOGNITION**

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

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

B. Definition

1. a. Unless otherwise defined, the term "member" when used hereinafter shall refer to all employees represented by the Association in the bargaining unit.
- b. The term "teacher" shall refer to professional employees.
- c. The term "secretary" shall refer to all clerical personnel.
- d. The term "paraprofessional" shall refer to the following classifications:
  1. Instructional
  2. Supervisory (playground and bus)
- e. The term "bus driver" shall refer to all bus drivers.
- f. The term "support staff employee" shall refer to all employees under c., d., and e. above.
2. The Point Pleasant Borough Board of Education may hereinafter be referred to as the "Board" and the Point Pleasant Education Association may hereinafter be referred to as the "Association".
3. Any new classes of employees to be included for recognition are to be mutually discussed and agreed upon.

## ARTICLE 2

### NEGOTIATION PROCEDURE

- A. Upon submission of a written request for recognition and upon verification of designated membership representation, and unit determination by duly accepted methods, the Board of Education agrees to enter into collective negotiations in accordance with procedures established by N.J. Employer-Employee Relations Act as amended in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. Any mutual agreement reached shall be formally presented and voted upon by the Association at its next meeting and by the Board of Education at its next public meeting.
- C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been subjects of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### A. Definition

- 1. A grievance shall mean a complaint by an employee(s) or representative(s) of an employee(s) that there has been an alleged violation of this Agreement or an administrative decision(s) rendered thereunder; except that, the grievance procedure shall not be deemed to apply in the following instances:
  - a. A matter for which there exists in law a specific method of appeal such as the Commissioner of Education, Public Employment Relations Commission, or a court of competent jurisdiction.
  - b. A matter concerning the non-renewal or termination on notice of a non-tenured certificated personnel covered by this Agreement provided that there are no procedural defects concerning the evaluation procedure as contained in Article 15 of this Agreement.

2. An "aggrieved person" is the person or persons making the claim or the Association.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

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

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, nor shall it set precedent unless the Association is a party to the grievance.

C. Procedure

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

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

4. Level One

- a. Personnel covered by this Agreement with a grievance shall first discuss it with the building principal, either directly or through the Association's designated representative with the objective of resolving the matter informally. Bus drivers should first discuss the matter with the Transportation Supervisor.

- b. If the informal decision by the building principal or the Transportation Supervisor is unsatisfactory or not forthcoming within five (5) school days, the aggrieved will formalize the grievance in writing and submit same to the building principal or the Transportation Supervisor for a written decision within the time limit set forth in Level Two.
- c. The principal or Transportation Supervisor will render a decision in writing within ten (10) school days of receipt of the written grievance.

5. Level Two

If the aggrieved person is not satisfied with the disposition of the grievance at Level One c., or if no decision has been rendered within five (5) school days after presentation of the formal grievance, the aggrieved may, within five (5) school days of receipt of the response at Level One or, if no response has been given, within five (5) school days of the time limit for such response, refer the grievance together with all documentation, explanations and the position of the Association to the Superintendent of Schools. Such documentation shall include specific reference to the condition being grieved and the specific Article of this Agreement alleged to have been violated.

The Superintendent of Schools may at his/her discretion hold a hearing.

A written decision with the same degree of specificity shall be rendered by the Superintendent of Schools within ten (10) school days of receipt of said grievance.

6. Level Three

- a. If the aggrieved person and the Association are not satisfied with the disposition of the grievance at Level Two, the Association may submit the grievance to arbitration within twenty-five (25) school days after receipt of the decision at Level Two.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association or the New Jersey Public Employment Relations Commission by either party.

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

- c. The arbitrator so selected shall hold hearings promptly and shall issue his/her decision not later than thirty (30) school days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to

him/her.

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to render a decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The award in writing by the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the parties.

- d. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and shall consider no other(s).
- e. The arbitrator shall be without power or authority to fashion a punitive damages award.
- f. All fees of the arbitrator, including necessary travel expenses, will be borne equally by the parties. Counsel fees, fees for transcripts and payment to witnesses will be paid by the party incurring same.

D. Rights of Aggrieved to Representation

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

E. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
2. Decisions rendered at Level One, Part c., which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at arbitration shall be in accordance with the procedures set forth in that Section.



3. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Association and the Board and be given appropriate distribution so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.
5. Notwithstanding the pendency of any grievance, all personnel covered by this Agreement shall continue to perform all duties and assignments.
6. Failure by the aggrieved or the Association to process a grievance in accordance with the time schedules as set forth in this Article shall constitute an abandonment of the grievance and render it null and void.  
  
Failure by the Board or the Administration to process a grievance in accordance with the time schedules as set forth in this Article shall permit the aggrieved to proceed automatically to the next level.
7. Reliance upon or pursuit through any administrative or regulatory agency or court of proper jurisdiction to resolve an issue in dispute shall preclude the entrance of such issue into the grievance procedure as set forth in this Agreement.
8. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

#### **ARTICLE 4**

#### **EMPLOYEE RIGHTS**

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

3. Whenever any employee is required to appear before the Board of Education or any committee of the Board of Education concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of an employee shall be in accordance with N.J.S.A. Title 18A.
  4. Disciplinary interviews and reprimands of individual employees shall be conducted in private.
- B.
1. Upon request employees may review the contents of their personnel file and make copies of any part of it in the presence of the appropriate administrator.
  2. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer to such material shall be reviewed and initialed by the Superintendent or his/her designee and attached to the file copy.
  3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.
  4. Any complaint regarding an employee made to any member of the administration by any parent, student, or other person shall be brought to the employee's attention in writing if considered serious by the appropriate administrator, or if it is written into the employee's personnel file, or if used as a basis for reprimanding an employee.
  5. All grades recorded on report cards and transcripts shall reflect the exact grade assigned to the student by his/her classroom teacher. In the event a grade is changed, the teacher will be notified of the original grade and the new grade in writing. The notice must also contain the signature of the administrator making the change. Grades assigned to the student by other than the classroom teacher to whom the student is assigned (bedside, alternative school programs, etc.) will be annotated with an explanation of the source of the grade. Additionally, the teacher whose name appears on the report card as the assigned teacher will receive an explanation of the source of the grade in writing.

## ARTICLE 5

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association a register of employees within the recognition unit, and minutes of the Board of Education, as from time to time requested.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business with individual employees on school property after school hours and during school days, with the approval of the principal, provided this shall not interfere with or interrupt normal school operations.
- D. The Association, its representatives, and committees, shall meet and conduct its business on non-school time, unless otherwise approved by the Administration. The privilege of use of any part of school building facilities and rooms shall be governed by the needs of the educational program and use of the facility at the time of the request upon authority and approval of the Board of Education as delegated to the building principal or Superintendent. Any costs incurred above normal usage for maintenance, operation, or custodial care shall be borne by the Association.
- E. The Association shall recognize that school facilities, equipment, and supplies, are the property of the people in the district with legal custodial responsibility vested in the Board of Education. Legal accountability mandates that general use of school district property be upon expressed authorization by the Board of Education, or as delegated by the Board to its administrative representatives.
- F. Where available, and consistent with the educational program, and common practice, the Association shall have in each school building and bus garage the use of a bulletin board in each employee lounge and employees' dining room. In the above-listed locations where one board is available, the use shall be shared in common with the needs of the educational program, as mutually arrived at with the building principal. Copies of all material to be posted on such bulletin boards shall be given to the building principal for approval.
- G. The Association shall be permitted to use the employee mail boxes for communication with its members, for the transaction of its business, with the limitation that such use does not interfere with the primary purpose of such facility.
- H. The president of the Education Association, if he/she is a high school teacher, shall be assigned no more than five teaching periods with no other assignments, with one period during the day left free for Association business. The period assigned for Association business shall not deprive the president of a lunch period nor, where possible, a preparation period. Should the president be an elementary teacher, the president shall then be exempt from non-teaching duties and whenever possible, shall be excused from a special subject period one period per day for Association business.

## ARTICLE 6

### BOARD RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject to the limitations of this Agreement, in accordance with applicable laws and regulations:
1. to direct employees of the school district;
  2. to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees for just and legitimate reason;
  3. to relieve employees from duty because of lack of work or for other legitimate reasons;
  4. to maintain efficiency of the school district operations entrusted to them;
  5. to determine the methods, means and personnel by which such operations are to be conducted; and
  6. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under N.J.S.A. Title 18A, School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations as they pertain to education.

## ARTICLE 7

### ADVISORY CALENDAR COMMITTEE

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

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

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

## ARTICLE 8

### HOURS AND WORK DAY

#### A. Teachers' Hours and Work Day

1. Teachers shall indicate their presence for duty by placing a check mark in the appropriate arrival column and, if leaving early with administrative approval, in the departure column of a faculty roster.
2. It is the responsibility of each individual teacher, as well as the Board, to provide the highest quality educational program practicable for every boy and girl in the school district. This includes:
  - a. Careful daily preparation.
  - b. Reasonable participation in activities of the school such as:
    - 1) Open House.
    - 2) P.T.A. Meetings.
    - 3) Public performances of children in plays, concerts, athletic activities, or other extra-curricular activities.
3. All teachers shall be entitled to a duty free lunch period of forty minutes. On days when the school day has been restructured, the elementary lunch period shall be at least 30 minutes.
4. Professionally-related duties are covered by the contract salary and include:
  - a. Meetings under 5 below.
  - b. Student conferences and extra help.
  - c. Consultation with pupils.
  - d. Student club activities held during the regular workday.
  - e. Parental conferences held during the regular workday.
5. a. Teachers may be required to remain after the end of the regular workday for the purpose of attending general staff, school faculty, departmental and committee meetings, or other professional meetings with no more than three (3) in any one month. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than forty-five (45) minutes. However, in the case of individual committee or study meetings, if the time limits exceed the forty-five (45) minutes, the limit shall be as mutually agreed upon by the participants. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any days immediately preceding any holiday except in the event of an emergency.

- b. Notice of the meetings in a. above shall be given to affected employees one (1) week before the meeting.  
  
Three (3) meetings under a. may be held without such notice in cases of emergency.
  - c. Teachers may be required to attend three (3) evening meetings per year. Individual teacher attendance shall not exceed two and one-quarter (2-1/4) hours in length for each meeting. In no event shall teachers be required to attend both afternoon and evening conferences on the same day.
  - d. Notice of the required meetings in c. above shall be made to affected employees by September 15 each year.
  - e. The total number of required meetings under a. and c. above shall not exceed twenty-eight (28) in each school year.
  - f. The provisions in a. through e. above are in addition to those contained in Article 8,A.2. and 6.
- 6. The notice of an agenda for any meeting, shall, insofar as is practicable, be given to the teachers involved at least two (2) days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.
  - 7. Teacher participation in overnight or weekend trips shall be voluntary. Field trips during the school day shall, as is feasible, be planned to terminate at school within the scope of the school day. On trips on which students are given time off the following day, chaperones shall have their time adjusted too and report in fifteen (15) minutes earlier than the students.
  - 8. It is recognized by the parties that the principle of the normal work week cannot be interpreted literally. Nothing contained herein prohibits or limits the right of the Administration/Superintendent from assigning the extra duties normally associated with the teaching profession, and consistent with this Agreement.
  - 9. The Board may assign up to three (3) teachers per year in each building to work on such projects as the review of curriculum and instructional materials during their duty period.
  - 10.
    - a. Full-time classroom teachers shall receive preparation time of forty (40) minutes per day. At the high school, pupil contact time will not exceed 280 minutes, if some type of Block Scheduling is implemented.
    - b. Special teachers shall receive a minimum of two (2) twenty (20) minute consecutive blocks of time each day.  
  
Anything less than twenty (20) minutes shall not qualify as preparation time.

11. The school day for which teacher attendance can be required shall be no more than 7 1/4 hours, except that in the elementary and middle schools the school day shall be as per present practice.

Ocean Road	--	6 hours 55 minutes
Nellie Bennett	--	6 hours 55 minutes
Memorial	--	7 hours 11 minutes
High School	--	7 hours 15 minutes

Pupil contact time – elementary level – 5 hours 35 minutes

Pupil contact time excludes morning and afternoon duty. Pupil contact time does not apply to special events, such as field days, delayed openings, half day, or field trips.

12. On Fridays or days preceding holidays, the teacher's day shall end at the close of the pupil's day; however, the teacher's day for teachers responsible for bus duty shall not end until students have boarded their buses.

13. Summer Work Hours - Counselors and Child Study

- a. All district guidance counselors shall work two days immediately prior to the opening date of the school year and three days immediately following the last workday of the employees' school calendar. The pay rate for each of these added days shall be calculated by dividing the counselor's annual salary on the teachers' guide by the length of the teachers' work year.
- b. The Board of Education shall annually determine its needs for counseling work during the summer period and shall post its needs. The rate of pay for each counselor's summer workday shall be calculated by dividing the counselor's annual salary on the teachers' guide for the school year by the length of the teachers' work year and multiplied by 5/7ths representing that work day shall be five hours.
- c. Child Study Team

Newly hired child study team members will be employed as eleven-month employees and be paid at the rate of 110%. Employees hired before 7/1/99 will have the option of selecting eleven-month contracts.

B. Office Personnel

1. All employees will work eight (8) hours per day including one (1) hour for lunch on days when school is in session.
2. Secretaries' summer workday will be six hours plus one-half hour for lunch. During the summer all offices must be covered until 3:00 p. m. Each school and/or office will develop summer workday schedules for coverage.

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

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

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

C. Overtime for Secretaries

1. Definition

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

- a. All overtime spent must be voluntary and mutually agreed to by the employee and immediate superior with exceptions listed below.
  - b. All overtime will be rounded to the nearest quarter hour at the end of each pay period. This will be remunerated at the rate of one and one-half (1-1/2) times the hourly salary.
  - c. All overtime remuneration shall be at the proper rate and consistent with the Fair Labor Standard Act USCA 29:201.
2. Each building will be responsible for taking care of its own overtime needs whenever possible.
    - a. Overtime assignments will be posted in advance whenever possible.
    - b. Overtime assignment will be made from a rotating list. Any employee who refuses an overtime assignment will be dropped to the bottom of the list.
  3. All overtime shall be voluntary; however, in the absence of volunteers, the last senior employee in the building affected will perform the overtime, or dependent upon the skill for the task, it may be assigned by the administration to another employee according to seniority.
  4. All overtime will be tabulated and paid monthly.
  5. The Board reserves the right in absence of volunteers to assign overtime, least senior person preference depending upon the task.



D. Vacations – Secretaries and Bus Maintainer

1. The vacation entitlement for secretaries and bus maintainer shall be:
  - a. After one year five days (pro rata for less than one year)
  - b. 2 - 4 years ten days
  - c. 5 - 9 years twelve days
  - d. 10 - 13 years fifteen days
  - e. 14 + years twenty days
2. Vacation eligibility shall be determined at the anniversary date of employment and be credited as of July 1<sup>st</sup>.

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

Seniority shall apply in the selection of vacation days.

Any holiday recognized by the Board as a legal holiday falling within a vacation period shall not be lost but shall be in addition to the regular scheduled vacation.
3. Vacation of all personnel changing from ten (10) months to twelve (12) months shall be determined by crediting ten (10) month service on the basis of three (3) months of said service being equivalent to two (2) months' service. Article 8, Section D., Paragraph 1. of the contract (e.g. first year twelve (12) month position--five (5) days or pro rata amount).
4. Employees leaving during the school year will receive pro-rated vacation time based on days worked in the year.

E. Paraprofessionals

The practice in effect on September 10, 1993 concerning lunch periods in each building shall be maintained.

F. Bus Drivers - Work Day and Runs

1. The work day for a full-time driver shall consist of a maximum of nine (9) regularly scheduled runs or runs equivalent to a six (6) hour day or thirty (30) hours per week for a permanent relief driver. Any employee working on a permanent basis but less than full time shall be considered part-time.
2. Less or more than nine runs or six hours, salary is pro-rated on the basis of number of runs or six hours. In the calculation of six (6) hours, a noontime run (11-1) shall be counted as one and one-half (1-1/2) hours or its actual length, whichever is longer. Shuttle runs will be calculated on an hourly rate and be paid as stipends.

3. The District shall designate packages of runs for selection by drivers. Prior to the end of the third week of August, full-time drivers from the previous school year will select a package in order of seniority. When all previous year full-time drivers have selected their packages, previous year part-time drivers shall make their selections in order of seniority.

Copies of each route shall be available to each driver before selection of runs.

4. If a run(s) is eliminated from a full-time driver's package after the selection in 3. above, the District shall replace the run(s) on or before the next November 1 or the next February 1, whichever first occurs after the run(s) is eliminated. It is acknowledged that such a replacement will probably reduce the assigned runs for part-time drivers. If there are no part-time drivers or if the only possible available replacement run(s) are performed by a full-time driver, then the reduction shall be made in the assigned runs of a full-time driver.

5. Re-pick Due to Physical Condition

A re-pick due to physical disability of a permanent nature may be done at the request of the Association upon verifiable documentation of disability.

6. A meal allowance will be granted during the course of the planned activity that is a minimum of four hours in duration. The lunch/dinner will be vouchered not to exceed \$5.00 for lunch nor \$8.00 for dinner.
7. When schools are closed because of inclement weather, bus drivers shall not be expected to report to work. This does not preclude vocational runs, parochial, or special receiving districts, or athletic events if held.

G. Bus Drivers - Extra Work

1. Extra work is defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after regular daily work hours, or any day other than provided in the regular work year.
2. In the event that regular drivers are unavailable for extra work, the Board reserves the right to assign runs to drivers in reverse order of seniority on a rotating basis.

- a. Extra Work Procedures

- 1) Extra work runs shall be picked on a rotating basis by seniority each month.
- 2) Scheduled runs shall be posted and picked a minimum of two school days preceding each month.
- 3) Additional runs shall be picked by continued rotating within each month.
- 4) Drivers who have a run canceled shall have the privilege of the next available run within each month.

- 5) Runs may be refused, but may not be negotiated between other drivers.
3. All athletic and activity trips and trips after school hours shall be paid at \$14.47 per hour . A trip shall be defined as transporting students and faculty to and from an athletic or activity event which usually occurs away from school.
4. If any cancellation occurs in Section 1., 2. and 3. above, after driver has reported for his/her assignment, driver will receive remuneration of \$15.00 waiting time.
5. Sunday or Holiday Rate  
  
The following listed holidays shall be paid at the hourly rate of \$18.24 per hour: Thanksgiving, Christmas, Easter, Memorial Day, Labor Day.
6. A minimum of three hours pay regardless of actual hours spent for Saturday, Sunday and holiday call-outs shall be in effect for the length of the contract.
7. The bus maintainer may be required to wear a beeper on weekends. Should he/she be called back to work for maintenance purposes, he/she shall be reimbursed at 1-1/2 times the hourly rate, which he/she would receive for a normal workday. A guarantee of two hours will be paid for each call back.
8. Payment for overtime will be made on the 15<sup>th</sup> and 30<sup>th</sup> of each month.

H. Clothing Allowance.

The bus maintainer and the maintainer assistant will be provided a clothing allowance in the amount of \$550 and \$300 respectively. All clothing must be work related items. Upon submission of receipts, the Board will reimburse up to the amount specified.

## ARTICLE 9

### NON-TEACHING DUTIES

- A. The Board and the Association acknowledge that a teacher's primary responsibility is the education of the children in his/her care.
  1. Assignment of teachers for non-teaching duties shall be on a reasonable basis.
  2. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money collected where the proper procedure has been followed.
  3. Teachers shall not use their own vehicles to drive pupils to activities which take place away from the school building. Teachers may use school-owned vehicles voluntarily, with the advance approval of the principal. In such event, the teacher will be covered by appropriate Board of Education liability insurance. A copy of such liability insurance shall be filed with the Point Pleasant Education Association.

## ARTICLE 10

### EMPLOYMENT

#### A. Teacher Employment

1. As provided by New Jersey Statutes, Title 18A:29-9: "Whenever a person shall hereafter accept office, position or employment as a teacher in any school district of this state, his initial place on the salary schedule shall be at such point as may be agreed upon by the teacher and the employing board of education."
2. Credit for military services shall be as determined by N.J.S.A. Title 18A:29-11.
4. The withholding of increments for inefficiency or other good cause shall be as provided in the New Jersey Statutes, Title 18A:29-14, and decisions of the Commissioner and/or courts of New Jersey interpreting the said statutes.
4. In accordance with the provisions of N.J.S.A. Title 18A:30-3.2, the Board of Education shall grant credit not to exceed thirty (30) days for accumulative sick leave days from another school district in New Jersey upon application not later than the end of the first year of employment except that no credit shall be given if the new employee has received payment for those days from the former district.
5. At the discretion of the Superintendent, a doctor's certificate may be required to substantiate absence due to illness.
6. Notification of all contracts shall be given by May 15 to tenured teachers and by May 15 to non-tenured teachers.
7. Teaching staff members separating from the district must give sixty days notice.

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

- B.
  1.
    - a. After completion of ninety days of consecutive employment, no support staff employee shall be subject to a reduction in salary or hourly rate of pay except for inefficiency, incapacity, conduct unbecoming a support staff employee, or other just cause. Bus drivers are covered by separate language in E. below.
    - b. During the probationary period set for the support staff employees in a. above, support staff employees shall not be covered by Article 21, A.4. or by Article 27.
  2. The Board may withhold increments from employees as part of a progressive discipline procedure subject to the grievance procedure.

3. Progressive discipline shall be defined as:
  - a. Verbal warnings.
  - b. Reprimand--written or verbal.
  - c. Written notification.
  - d. Fines.
  - e. Suspensions.
  - f. Discharge.
4. It is understood that all actions taken by any agent of the Board of Education shall be in writing and recourse of such actions shall be subject to the provisions of the grievance procedure herein.
5. It is understood that in a serious case of misconduct, the necessary order of the above paragraph 3. may be waived and charges brought directly to the Board. In either case, all employees shall be notified to appear before the Board or any committee of the Board on any matter which could adversely affect the continuation of the member's employment. Each member shall be entitled to have representatives of the Association present to advise him/her and shall receive written notice of reasons for such meetings.
6. Following a written notice of such reasons, a hearing will be held before the Board and determination made by the Board finding that such cause does, in fact, exist and is sufficient for such reduction in salary or dismissal. Should the employee not be satisfied by the determination of the Board, at his/her request, the matter shall be subject to the grievance procedure and arbitration in the same manner and to the same extent as is provided for arbitration of grievances by the Agreement.
7. Support staff members separating from the district must give thirty days notice.

C. Employment Security

1. Subject to budgetary limitations and programmatic and enrollment changes, the District shall notify paraprofessionals by July 1, if they are to be reemployed the following year.
2. Paraprofessionals whose employment is not renewed shall, upon written request, be given the reasons therefor.
3. A paraprofessional whose specific position has been abolished will have the right of recall should the specific position be reestablished.

D. Bus Drivers - Dismissal and Disciplinary

1. No bus driver shall be discharged or suspended except for just cause.
2. Bus drivers will serve a six (6) month probationary period. Any bus driver may be dismissed during the probationary period without prior warning. Each bus driver shall receive a written evaluation from his/her immediate supervisor ninety (90) days after the beginning of his/her employment.

3. For any action of a bus driver that does not call for immediate dismissal or suspension, the following shall apply:
  - a. First offense: Verbal warning by the supervisor.
  - b. Second offense: Written warning by the supervisor.
  - c. Third offense: Three days suspension without pay, copy of suspension notification to the Association.
  - d. Fourth offense: Dismissal.
  - e. One (1) year of good behavior will remove second offense written warning. Two (2) years of good behavior will remove a third offense written warning.
  - f. A driver found guilty of a moving or inspection violation as a first offense, will be placed on level 3.a. but with written warning by supervisor held in records.
  - g. A driver found guilty of a moving or inspection violation, as a second offense will be placed on Level 3. b. Copy to the Association and Defensive Driver courses will be required.

E. Bus Drivers - Employment Procedures

1. Each bus driver shall be placed on his proper step of the salary schedule as of the beginning of the school year. Any bus driver employed during any part of the school year shall be paid in a pro-rated proportion on the salary guide, as per the district's practice.
2. Bus drivers shall be notified of their contractual status for the ensuing year no later than August 15. Salary determination shall be made after the contracted runs are chosen. Run and estimated hours as affecting salary shall be presented at same time. Final adjustment shall be made based on actual time experienced, where nine runs are not assigned.
3. At no time shall the Board or any agent thereof assign or direct any bus driver covered by this contract to any other duties outside of the duties appropriate to their position and consistent with their general job description.
4. Driver training shall be conducted by unit drivers who shall be reimbursed at the rate of \$8.00/hour. Training shall be as approved by the Superintendent of Schools for period not exceeding seven hours, and shall not occur during regularly scheduled trips.

F. Bus Drivers - Seniority and Job Security

1. Bus drivers shall not be reduced in seniority without just cause.
2. Any bus driver reduced in seniority, suspended or terminated in position, regardless of compensation, may request and receive from the Superintendent or his/her designee reasons for such reduction not later than fifteen (15) working days following receipt of a request. Requests shall be made within fifteen (15) working days of either the effective date of reduction in rank or job classification or of the date on which the bus driver was formally notified.
3. School district seniority is defined as service by appointed bus drivers within this classification covered by this Agreement. An appointed bus driver shall lose all accumulated school district seniority only if he/she:
  - a. Resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district;
  - b. Or as specified by Article 10, E.
4. Any anticipated or planned reduction in force shall not be implemented or take effect without prior notice to the Association. Following the notice, a meeting between the Board and the Association shall occur at least twenty-one (21) days prior to the effective date of such anticipated or planned reduction in force.
5. In the event that within one (1) year from the date of his/her lay-off, a vacancy occurs in the position of his/her last appointment in the department from which he/she was laid-off, a laid-off bus driver shall be entitled to recall thereto in the order of his/her department seniority.
6. Notice of recall to work shall be addressed to the bus driver's last address appearing on the records of the school district by certified mail, return receipt requested. Within two (2) weeks from receipt of such notice of recall, the bus driver shall notify the director of the department involved, in writing, whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall. If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she shall report for such work within twenty-one (21) days from the date he/she receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Superintendent or his/her designee. In the event he/she shall fail to so report to work, he/she shall forfeit all of his/her seniority and all rights to recall.
7. Seniority shall not be accumulated during the period of lay-off.
8. In the event of any planned or anticipated reduction in the number of drivers of this unit, it shall be understood that the drivers of this unit shall have seniority over the other sub-contracting agent currently under contract with the Board.

9. If a bus driver has five years of service in the district and the Board reduces his/her position from full-time to part-time, the driver will continue to receive the same benefits as full-time drivers.

## ARTICLE 11

### SALARIES

- A. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
  1. The Board will explore options of paying teachers over twelve months.
- B. Employees may individually elect to have a portion of their monthly salary deducted from their pay under rules and regulations mandated by the state.
- C. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
- D. Final checks shall be issued on the last working day in June.
- E. The salary schedules effective during the term of this Agreement shall be affixed hereto and made a part hereof in Appendixes A, B, C, D, E, F, G and H.
- F. Employees shall receive an accounting of accumulative sick leave prior to the end of the school year.
- G.
  1. At the time of initial hire, the Superintendent shall determine the amount of prior teaching experience and other experience credit. No newly hired teacher shall receive compensation greater than a current staff member with comparable experience. No teacher shall be hired on a partial step.
  2. Effective with the date of mutual ratification of the 1999-2002 Agreement, newly hired support staff members will be placed on the same step of the salary guide as existing employees with the same years of credited experience.
- H. Ten (10) month employees must be in a pay status for ninety-two (92) days in the previous year in order to be eligible to receive an increment, and twelve (12) month employees one hundred thirty-five (135) days.
- I. In the event that there is a salary deduction, it shall be upon the anticipated number of workdays as described in Article 31, Work Year.
- J.
  1. Coaches shall receive half of the applicable Appendix B payment according to the following schedule:

Fall activity	-	October 15
Winter activity-		January 15
Spring activity-		April 15
  2. Coaches shall receive half of the applicable Appendix B payment on the pay date immediately following the season if the terms of 3. below have been met.



3. Coaches shall:
    - a. inform the Athletic Director of any equipment and/or uniforms in the possession of students.
    - b. provide to the Athletic Director a list of students still holding said equipment/uniforms.
    - c. inform the Athletic Director verbally of his/her efforts to gain return of said equipment/uniforms.
  4. Teachers on Appendix D. shall be paid on the regular pay date immediately following the last performance.
  5. Checks shall be dispensed with the regular pay envelopes.
- K. Teaching paraprofessionals' salaries will be paid in twenty (20) equal semi-monthly installments. Instructional/clerical paraprofessionals' salaries will be based on a 184 day work year. Supervisor paraprofessionals salaries will be based on a 170 day work year.

## **ARTICLE 12**

### **TEACHER ASSIGNMENT**

- A. Assignment of teachers shall be made only after every effort has been made to meet the reasonable requests and desires of any teacher concerned. Teachers other than newly-appointed and substitute teachers will be notified in writing, by the end of the school year, of the school to which they will be assigned, the classes or subjects they will teach, and special or unusual classes they will have. It is recognized that certain shifts in enrollment may necessitate changes subsequent to such notification but every effort will be made to keep such changes to a minimum. When such changes must be made subsequent to such notification, a conference between the teacher and appropriate administrator must be held within five (5) days. If, however, the assignment change takes place during the summer, said teacher shall be notified by phone, if possible, otherwise by mail and a meeting, if requested by the teacher, shall be scheduled within ten (10) days.
- B. If a teacher is required to cover more than two (2) class periods at the request of the Administration, he/she shall be compensated at the rate of \$13.00 per class instruction period.
- C. High school teachers shall be assigned either class periods one (1) through eight (8) or class periods two (2) through nine (9), and assigned homeroom associated with these periods except as individually teachers may volunteer otherwise. Teachers in the high school may volunteer to teach a zero period through seventh period schedule.

- D. The number of teachers in the high school who are assigned to six (6) classes shall be limited to seventeen (17). In no case shall any teacher assigned to six (6) classes be required to teach more than three (3) preparations (including different tracks) except as established by practice in the 1981-82 school year. In the case where the above cannot be implemented, volunteers may be used and in the event of a lack of volunteers, the assignments shall be made subject to review by the Association and approval by the Board of Education.
- E. Teachers assigned to an Advanced Placement Course will not have a duty period.

### ARTICLE 13

### TRANSFER

#### A. Teachers

##### 1. Involuntary Transfer and Change of Assignment

During the school year changes in grade assignment in the elementary schools, changes in subject assignment in the secondary grades, and transfer between schools may be necessary. While the right to assign and transfer the teacher is the sole right of the Board, the Board will not normally assign or transfer a teacher without written notice which shall be given to the teacher within fifteen (15) calendar days in advance of such action. A teacher shall have the opportunity to discuss his/her transfer with the appropriate principals of the school(s).

##### 2. Voluntary Transfer and Change of Assignment

Teachers interested in a change of teaching assignment shall notify the Superintendent's office no later than March 15th of each year of the specific transfer desired. This application must be renewed annually. If a teacher is being considered favorably for a transfer which he/she has requested, he/she shall be so informed in writing at least fifteen (15) calendar days in advance of such transfer. The teacher who does not desire to be considered for this specific transfer shall so notify the Administration.

#### B. Transfers and reassignments - Support Personnel

- 1. Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he/she desires to be transferred, in order of preference. Such request for transfers and reassignments for the following year shall be submitted no later than January 1.
- 2. As soon as they are known, the Superintendent shall post vacancies.

**ARTICLE 14**  
**PROMOTIONS**

A. Promotions

1. A teacher wishing to be considered for promotion shall file a letter of intent on March 1 of each year stating the type of certification that person holds, and include a photocopy of the certificate held. This application shall be renewed annually.
2. a. When a vacancy occurs, or a position is created, each teacher (paragraph 1. above) holding the appropriate certification shall be notified in writing at the time of general notification of the vacancy to the media, but no later than ten (10) calendar days prior to filling the vacancy. The teacher shall then in writing, within five (5) calendar days after receipt of notification apply for the position if he/she desires such position. If the teacher applies for a position, he/she shall be granted an interview with the appropriate committee of the Board before the position is filled unless the teacher applicant has been so interviewed during the same school year.
- b. When a teacher has notified the Board in writing that he/she may be interested in a vacancy or new position and 1) when the teacher holds required certification; and, 2) the vacancy or new position occurs between the last teacher work day and the first teacher work day (the summer), the Board shall mail a copy of the notice at least ten (10) days before the filing deadline.
3. When a vacancy of a promotional nature occurs which requires only a standard teacher certificate, a notice shall be posted in each building for five (5) school days. Any teacher interested shall apply and submit a resume listing such teacher's qualifications. Any such applicant shall be interviewed by the Superintendent.
4. When a non-certificated promotional vacancy occurs, a notice shall be posted in each building for five (5) work days. Any employee interested shall apply and submit such information as he or she deems relevant to the application.

B. Other Instructional Opportunities

1. All openings for positions in the adult school, summer school, home teaching, federal projects, and other programs which may occur during the school year shall be publicized by the Superintendent in each building for a period of five (5) days.
2. a. Additionally, notices shall be posted in each building for five (5) school days of any vacancies which occur in any position in the district including those that are instructional, extra-curricular, or promotional in nature.
- b. Where a teacher has notified the Board in writing that he/she may be interested in an assignment under a. above, and when the vacancy occurs between the last teacher work day and the first teacher work day (the summer), the Board shall mail a copy of the notice at least ten (10) days

before the filing deadline.

## ARTICLE 15

### EVALUATION

#### A. Teacher Evaluation

1. By September 15, each staff member will be supplied with a copy of the evaluative process and criteria.
2. Formal observations will be scheduled at the discretion of the evaluator with or without prior knowledge of the staff member. However, supplementary observations may be requested by the staff member/evaluator for a particular date and time or for a special lesson. Granting of observations will be at the discretion of the evaluator. No observation shall be performed clandestinely.
3. Formal observation visits shall be followed within ten (10) school days by a conference at which time the observation report will be discussed. The written evaluation will result from this conference within five (5) school days.
4. All written evaluation reports will be signed within five (5) school days after received by staff member by both the evaluator and the staff member. However, the signature of the staff member simply indicates acknowledgment of the report, not necessarily agreement with the contents of the report. No written evaluation reports shall be placed into a staff member's file until reviewed by the staff member.
5. The staff member shall have the right to submit his/her written rebuttal of such evaluation within five (5) school days following receipt of the copy, and such rebuttal shall be attached to each party's copy of the evaluation report. The staff member shall provide the number of copies needed.
6. Non-tenured staff members shall be evaluated at least three (3) times each year and tenured staff members shall be evaluated at least one (1) time each year. Observations shall be conducted for a minimum of one (1) class period in the high school and in the middle school and for one (1) complete subject lesson in the elementary schools, including grade six.
7. An annual written performance report shall be prepared for each staff member. This report shall include but not be limited to the elements outlined in NJAC 6:3-1.21(F).
  - a. The evaluator(s) shall hold an annual summary conference with the staff member before the written performance report is filed. The conference shall include but is not limited to the items listed in NJAC 6:3-1.21(E).
  - b. The annual written performance report and the summary conference shall be signed within five (5) working days of the interview by the evaluator(s) and staff member. The signature of the staff member simply indicates acknowledgment of the report, not necessarily agreement with the contents.



- c. The staff member may, within ten (10) school days after signing the report, enter into the record additional performance data which had not been included in the report prepared by the evaluator. Pertinent data shall be collected by the evaluator from the appropriate sources before the annual summary conference. In the event of discrepancy in the data, either the evaluator or the staff member may request additional supervisory personnel to be present.

B. Evaluation: All Support Staff Members, Except Bus Drivers

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

C. Evaluation: Bus Drivers

1. The Board recognizes the importance of implementing a program of bus driver evaluations for the purpose of promoting individual job performance and improving services to students.
2. The goals of the Board's evaluation plan for bus drivers are to improve and reinforce the skills, attitudes and abilities which enable a bus driver to be effective in achieving assigned job goals and to identify and remediate weaknesses which prevent a bus driver from achieving the goals of assigned duties.
3. A bus driver shall have the right to see his/her evaluation reports and shall have the right to copy such reports at his/her own expense.
4. If derogatory materials or reports are to be retained for other than investigation, the driver shall be shown the reports or materials and given the opportunity to file a written answer to such material. This answer will be placed along with the derogatory material or reports in the driver's file.
5. There shall be a schedule of evaluations providing at least one a year.
6. Every evaluation shall result in a conference between the driver and his/her evaluator and shall be signed by both parties.
7. Drivers shall be evaluated by the Transportation Supervisor or the School Business Administrator.
8. A joint committee, consisting of an equal number of Association members and members of the administrative staff, shall be formed to investigate and prepare an evaluation criteria covering the bus drivers of the school district.
9. Evaluations are not subject to grievance procedure.

## **ARTICLE 16**

### **FACILITIES**

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

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

## **ARTICLE 17**

### **BUS DRIVERS' EQUIPMENT**

- A. All bus drivers shall be provided with the appropriate equipment and be responsible for their care: broom, deicer, squeegee and sponge combination, window cleaner, scrub brush, sponge, soap, waste basket, odor control compound, large plastic bags, ice pack and antiseptic for insect bites.
- B. Handbook for bus drivers will be furnished by the Bus Coordinator to which each and every driver shall refer, review and familiarize themselves at the beginning of their employment and throughout their employment.

## **ARTICLE 18**

### **EMPLOYEE-ADMINISTRATION ADVISORY COUNCIL**

- A. The Association shall select among volunteers in the Association, a maximum of seven (7) members to serve as a Liaison Committee, which will be advisory in nature and purpose, for each school building. In addition the department heads shall be represented at these meetings by two (2) members. The committee shall meet with the principal (or the principal and designated members of his staff) at least once a month for the duration of the school year to review and discuss discipline procedures, local school problems and practices. To the extent possible such meetings shall be held during the school day or in after school hours. The chairman will be chosen by the committee and will send minutes of its meetings to the Superintendent.
- B. The Superintendent shall be an ex-officio member of the council and receive copies of all agendas and minutes. The Superintendent will review the minutes sent to him/her and in his/her discretion, forward them or pertinent portions of them to the Board or an appropriate committee of the Board.

- C. The council shall serve in an advisory capacity and the Board shall seriously consider such recommendations but failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.
- D. Attendance at EAAC meetings is to be limited to members of the committee and the administrative staff. Others may be included upon prior agreement by members of the committee and the administration.

## ARTICLE 19

### INSTRUCTIONAL COUNCIL

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

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

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

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

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

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

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

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

### DISTRICT INSTRUCTIONAL COUNCIL

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

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



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

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

## **ARTICLE 20**

### **SICK LEAVE**

#### **Absence Due To Personal Illness**

- A. 1. In conformity with Chapter 142, P.L. 1942, full-time employees shall be allowed ten (10) days sick leave with full pay in any school year. After ten (10) years of service within the Point Pleasant Borough school system, employees shall receive twelve (12) sick days which shall be cumulative. Sick days can be taken as half days or full days.
- Twelve (12) month employees shall be allowed twelve (12) days per year beginning in the first year of employment.
2. All paraprofessionals and bus drivers shall be eligible to receive ten (10) paid sick days per year. The pay for the sick day shall be for the number of hours ordinarily worked per day. (For example, if an employee works two hours per day at \$5.00 per hour, the sick day pay would be \$10.00). These sick days shall be cumulative based on hours worked.
- B. Sick leave is hereby defined to mean the absence from his or her post of duty because of personal illness or injury, or because he or she has been excluded from school by the school doctor on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
- C. Days allowed for illness will be accumulative making it possible for unused days of any year to be added to those already accumulated with no limit.
- D. When absence on sick leave exceeds five (5) successive school days, a physician's certificate covering the period of absence shall be filed in the Superintendent's office. A doctor's certificate for absences on individual days may be requested at the discretion of the Superintendent.
- E. A doctor's certificate is required for any absence before or after a holiday period. Failure to submit a doctor's certificate shall result in full loss of pay.
- F. When an employee's absence under the terms of this Article exceeds the annual sick leave and the accumulated sick leave, the employee may request and the Board may grant extended sick leave, on a case-by-case basis, in accordance with the terms of N.J.S.A. 18A:30-6.

## ARTICLE 21

### ABSENCE DUE TO OTHER CAUSES

A. The purpose of leaves of absence is to provide time for emergency needs. Leaves of absence to conduct other business or gainful employment and not directly related to the school program are not eligible under these policies.

1. An employee may be allowed a total of ten (10) days' absence in any one year with full pay for death in the immediate family, with no more than five (5) days for any one occurrence. These days shall not be deducted from the accumulative sick leave. Immediate family is defined to include husband, wife, parents, sisters, brothers, sons, daughters, in-laws, grandparents, and grandchildren. These bereavement days must be taken within a seven calendar day period from the day of death. If unusual circumstances warrant, the bereavement days may be taken within a seven day calendar period from the first day of services for the deceased, but in no instance may the five (5) days be other than contiguous.
2. In case of death of a relative of the second degree, absence of one (1) full day may be allowed with full pay. This day shall not be deducted from the accumulative sick leave.

Definition: "Second degree relative" shall be understood to include - aunt, uncle, nephew, niece, and cousin.

3. In case of death of a person other than those listed above, the deduction of a substitute's pay will be made upon prior approval of the absence by the Superintendent. (For teachers)
4. Bus driver's bereavement days shall be the same as 1, 2, and 3 above.
5.
  - a. Leave is provided for three (3) days per school year for personal emergencies or for personal business which cannot be transacted outside of working hours. Notification for such leave shall state that the leave is being taken under the terms of Article 21 and shall be submitted not less than forty-eight (48) hours in advance except in cases of emergency. This provision is not intended to be used to extend vacation or recess periods. Individuals may appeal special circumstances to the Superintendent. Personal leave days not taken in any school year will be converted to sick leave at the end of the year and added to the employee's accumulated sick leave at the beginning of the next school year.
  - b. Leave is provided to bus drivers for three days per school year for bona fide business of personal nature, such as requires the employee's presence during working hours and which cannot be attended to at any other time, provided, however, that the Superintendent approves the leave in advance. Such approved leave shall be without reduction or loss of pay.
  - c. Half personal days cannot be used for emergency purposes and require administrative approval. No more than two half personal days each day will be permitted per school or department.

6. A doctor's certificate is required for any absence before or after a holiday period. Failure to submit a doctor's certificate shall result in full loss of pay.
7. Leave for military purposes shall be in accordance with the applicable statutes. Compensation during such leave may be the difference between the commissioned officer's pay and the teacher's compensation. Arrangement shall be made whenever possible to have such leave during other than the school year.
8. Other leaves of absence with pay may be granted by the Board of Education.
9. For the purpose of computing sick days used, only a half day shall be deducted from the accumulated days if the absence is less than three and one-half (3-1/2) hours in duration except in those cases where school is in session for one-half (1/2) day. In those instances, a full day will be charged.

B. Leave of Absence Without Normal Rate of Pay

A leave of absence for a period not exceeding two (2) days, other than that defined in these policies, and receiving prior approval by the Superintendent of Schools, shall be considered leave with full deduction of pay.

**ARTICLE 22**

**CHILD BEARING LEAVE OF ABSENCE**

A. Teachers

1. A teacher shall notify the Superintendent of Schools as soon as her pregnancy is medically certified.
2. Childbearing leave shall be per statutory requirements.
3. The Board shall grant extended leaves of absence without pay for child rearing under the following terms:

a. Leaves Terminating Within The School Year

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

b. Leaves Terminating Subsequent To The School Year

Any teacher seeking a leave of absence for child rearing and wishing to return to employment from said leave shall apply at any time prior to birth or within thirty (30) calendar days subsequent to birth. At the time of application, the teacher shall specify the date on which he/she wishes to commence leave and the fact that he/she wishes that leave to extend beyond the school year in which that leave commences. The child rearing leave of absence shall be without pay. The teacher may return to employment at the beginning of any of the two school years following the school year in which his/her leave commences. The expiration of all child rearing leaves of absence shall coincide with the beginning of the school year and the teacher shall give the Board written notice of his/her intention to return by the April 1, prior to the beginning of a school year in which he/she wishes to return. Any teacher may terminate his/her leave at any time giving reasonable notice sixty (60) days to the Board of Education provided that the reason or condition for applying for said leave no longer exists.

4. a. Leaves of absence of any non-tenured teacher shall not extend beyond the end of the contract school year in which that leave is obtained.
- b. Child rearing leave time shall not be credited toward salary or in-service increments nor shall the time involved in such child rearing leave be counted toward the fulfillment of the time requirements for acquiring tenure.
- c. Prior to return to teaching from sick leave for medical disability, the teacher shall produce a certificate from his/her physician stating that he/she is physically capable of resuming his/her duties. If the teacher's and Board's physician are in disagreement, that conflict of medical opinion shall be resolved in the following manner. The Board shall request the Ocean County Medical Society to appoint an impartial third physician who shall examine the teacher and these medical opinions shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
- d. The Board and the principal assume no responsibility for reassigning teachers to the same classroom or the same grade.
- e. Tenured teachers legally adopting a pre-school child shall be granted a leave without pay up to a maximum of two years for child rearing purposes.
- f. A teacher on leave under this section may elect to continue the medical insurance program at his/her own expense at the rate paid by the Board for full-time teachers. He/she shall reimburse the Board one (1) month in advance for the duration of his/her leave.

B. Bus Drivers

1. A bus driver shall notify the Superintendent of Schools as soon as her pregnancy is medically certified.
  - a. Bus drivers may remain in regular status during those months of pregnancy which occur during the school year for which she has signed a contract for employment, provided, however, that the Board of Education may remove any pregnant bus driver from her duties on any one of the following bases:
    - 1) Performance

Her performance has substantially declined from the time immediately prior to her pregnancy.
    - 2) Physical Incapacity

Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:
      - a) the pregnant bus driver fails to produce a certification from her physician that she is medically able to continue working, or
      - b) the Board's physician and the bus driver's physician agree that she cannot continue working, or
      - c) following any difference of medical opinion between the Board's physician and the bus driver's physician, the Board requests expert consultation in which case the Ocean County Medical Society shall appoint an impartial third physician who shall examine the bus driver and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the bus driver and the Board.
    - 3) Just Cause

Any other "just cause" as defined in N.J.S.A. Title 18A.
2. The Board shall grant extended leaves of absence without pay to pregnant bus drivers under the following terms:
  - a. Leaves Terminating Within the School Year

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

which she wishes to commence leave and the date which she wishes to return to work after birth.

b. Leaves Terminating Subsequent to the School Year

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

3. a. Leaves of absence of any bus driver shall not extend beyond the end of the contract school year in which that leave is obtained.
- b. Prior to return to work from maternity leave, the bus driver shall produce a certificate from her physician stating that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph B.2.c.

C. Secretaries

1. A secretary shall notify the Superintendent as soon as her pregnancy is medically certified.
  - a. Secretaries may remain in regular status during those months of pregnancy which occur during the school year for which she has signed a contract for employment, provided, however, that the Board may remove any pregnant secretary from her duties on any of the following bases:
    - (1) Performance

Her performance has substantially declined from the time immediately prior to her pregnancy.
    - (2) Physical Incapacity

Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:
      - (a) The pregnant secretary fails to produce a certification from her physician that she is medically able to continue working, or

- (b) the Board's physician and the secretary's physician agree that she cannot continue working, or
- (c) following any difference of medical opinion between the Board's physician and the secretary's physician, the Board requests expert consultation in which case the Ocean County Medical Society shall appoint an impartial third physician who shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination shall be shared equally by the secretary and the Board.

(3) Just Cause

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

- 2. The Board shall grant extended leaves of absence without pay to pregnant secretaries under the following terms:
  - a. Leaves of absence of any non-tenured employee shall not extend beyond the end of the contract year in which that leave is obtained.
  - b. Sick leave may be utilized, if accrued, for the four week period before and after childbirth. Extended leave without pay shall be from the period of childbirth or the twenty (20) days thereafter. Leaves commencing prior to January 1 of the contract year, terminate the following September. Leaves commencing after January 1 terminate the following September or the September of the next succeeding school year. Notification of return must be made by the employee by April 1. The employee pays her own hospitalization costs during the period of leave. The employee upon return will be granted the same level, but possibly not the same position upon return. Leave time shall not count toward salary increments or longevity.

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

**ARTICLE 23**

**EXTENDED LEAVES OF ABSENCES**

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

## **ARTICLE 24**

### **SUBSTITUTES FOR TEACHERS**

#### **Substitutes For Teachers**

The practice of using a regular teacher as a substitute is undesirable and shall not be permitted. This does not prohibit the infrequent assigning of a teacher to a class or duty because of an emergency, the sudden illness of a staff member, the pending arrival of a substitute or other good cause.

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

## **ARTICLE 25**

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

#### **A. Tuition Grant Payment Plan**

In order to improve instruction and to assist the staff to keep abreast of current methods, procedures, and research, the Board of Education has in effect a reimbursement plan for certain approved credits, as follows: the Board shall reimburse teachers up to a maximum of nine (9) credits per year subject to approval of the Superintendent according to the following system:

1. Up to \$170 per credit for courses related to the teacher's assigned field of teaching.
2. Up to \$110 per credit for all other courses.

#### **B. Implementation**

1. All courses need prior approval, and requests for reimbursement under this plan must be submitted in a timely manner as defined in 3.a. below.
2. Courses for which there is no tuition charge or which are financed by other than the teacher's personal resources--such as NDEA or other government grants are not eligible for reimbursement.
3. a. Teachers interested in reimbursement under this plan must file Form A (Notification of Intent to Enroll in Reimbursement Courses) at least fourteen (14) days prior to enrollment in the course(s). Form A serves as the form which the Superintendent shall use to determine whether to grant prior approval under the terms of this Article.



- b. After successful completion of the course(s), the teacher shall file Form B (Request For Reimbursement). Form B shall require submission of a proof of payment for tuition and a transcript showing the grade earned in the course(s).
- c. If prior approval has been granted and if Form B has been filed, the following reimbursement schedule shall be in effect:
  - (1) For courses taken in the spring and summer--reimbursement on the first teacher work day if the teacher returns to work for the District or is on a Board-approved long-term leave of absence under Article 22 or Article 23. If Form B is filed less than twenty-one (21) days before the first teacher work day, payment shall be made no later than twenty-one (21) days after Form B is filed.
  - (2) For courses taken in the fall--reimbursement within twenty-one (21) days of filing of Form B.
- 4. Eligibility under this plan is restricted to teachers with a permanent certificate. Credits required for certification are not eligible for reimbursement.
- 5. Credits eligible under this plan
  - a. cannot be cumulative or transferable from one year to the next,
  - b. are not acceptable for the in-service allotment or longevity payment,
  - c. must be taken within the preceding year, and
  - d. must be in the teacher's teaching field of assigned duties.
- 6. It is recommended that textbooks obtained under the above plan be donated to the library for use of the professional staff.
- 7. Secretaries

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

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

Paraprofessionals may take two adult school courses tuition-free for professional development purpose.

C. In-Service Increment

1. The purpose of the in-service increment is to promote the teaching efficiency of the teacher.

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

If three credits are used for in-service increment, up to six remaining credits can be used for reimbursement under the tuition grant payment with prior approval.

2. Continuing Education Units.

For the duration of this contract, Continuing Education Unit (CEU) credits will be awarded to staff members participating in Board of Education approved courses, workshops, programs conducted in the Point Pleasant Schools after school hours or on days when school is not in session in accordance with the following guidelines.

- a. Fifteen contact hours will be required for each CEU credit.
- b. CEU credits will be treated as approved courses for inservice increments as described in paragraph C. 1. of the above. Continuing education units may be accumulated in any year of the four year incremental period to be applied using the method described in paragraph C. 1..
- c. A committee consisting of three teachers, appointed by the Association, and three administrators, appointed by the superintendent, shall review proposals for courses, workshops and programs to be offered in the Point Pleasant Schools and recommended for CEU credit. The committee will make appropriate recommendations to the Board of Education through the superintendent.
- d. The Board of Education shall retain the right to accept or reject recommendations submitted by the committee.

- e. Teachers involved in Board approved summer workshops who otherwise might be paid may elect to receive CEU credit in lieu of payment for the work.
- f. CEU certificates shall be awarded to participants who successfully complete courses, workshops, and other programs offered as a part of the district's staff development efforts in the Point Pleasant Schools.
- g. Undergraduate courses may count as CEU's if the superintendent requires or recommends attendance of any individual teacher.
- h. Should the CEU program be discontinued, the Board and the Association will negotiate, on behalf of individual staff members, an equitable compensation for those credits already earned short of the required forty-five hours but which have not yet been applied to the in-service increment process.
- i. Advanced Placement teachers or Advanced Placement teacher designees will receive a \$200.00 in-service increment upon completion of a full week graduate AP preparation course recommended and approved by the superintendent and in accordance with paragraph C. 1.
- j. If an individual staff member has already reached the maximum of one thousand dollars (\$1,000.00) or five (5) increments and they are recommended and approved to enroll in an Advanced Placement preparation course, they may earn a sixth increment.
- k. If the university grants graduate credits for advanced placement, and the teacher pays to matriculate, these credits may also be used as graduate credits to be applied toward an MA or MA+30.
- l. The Athletic Trainer may accrue CEU's for attending seminars, clinics, symposiums, and workshops as approved by the Superintendent who shall distinguish between course work for continued certification units and course work which adds to current skills or as are needed for continuing certification.

D. Professional Program Payments To Secretaries

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

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

## **ARTICLE 26**

### **PROTECTION OF TEACHERS**

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

## **ARTICLE 27**

### **INSURANCE PROTECTION**

Effective 7/1/99 otherwise eligible new employees hired on or after that date shall be entitled to insurance under Article 27 at single enrollment level for three years after initial employment. On the first of the month, which follows the third anniversary of the hiring date, the employee may be enrolled at any enrollment level in the Blue Select.

Newly hired, experienced, staff members who have three or more years of credited experience, regardless of placement on the guide are not covered by the first sentence and shall be entitled to be enrolled at any enrollment level for the date of initial hire.

- A.
  - 1. The following medical insurance plan is in effect for all employees except paraprofessionals:
    - a. Preferred Provider Organization (PPO)
    - b. Vision insurance - Exams and glasses every two years, \$10.00 co-pay.  
  
Effective July 1, 1999, any full-time (30 hours per week) paraprofessional and who has worked as a paraprofessional for the District for at least three years shall be covered by vision insurance.
    - c. Extended care facilities.
  - 2.
    - a. The Board will make a Point of Service (POS) plan available to employees as a voluntary option.
    - b. Effective January 1, 1997, all new unit employees eligible for health/hospitalization coverage shall be enrolled in the Preferred Provider Organization (PPO) plan with the premium fully paid by the Board.
    - c. Switches for an employee between health plans must be made in writing on forms provided by the Business Office during open enrollment period.
  - 3. Dental plan including orthodontics - The dental deductible shall be \$25/\$75.

4. Out of Network – Major Medical deductible shall be \$200/\$400. Lifetime coverage is UNLIMITED.
  5. Prescription insurance: effective July 1, 1999, the prescription co-pay plan shall be \$10/\$5/\$0. Effective July 1, 2005, there will be no co-pay reimbursement through Major Medical and brand name co-pay will be at \$10.00 regardless of whether or not a generic is available.
  6. Medical emergency rider and dependent children coverage to age twenty-five (25) years.
- B.
1. The Board shall assume the full cost of the above program for the employee and immediate family, specifically wife/husband and children.
  2. Employees hired after mutual ratification of the 1993-1996 Agreement shall only be eligible for insurances under A. above if they work 20 or more hours per week. (Paraprofessionals are not covered by Board-paid insurance with the exception of vision insurance set forth in A. 1.c. above.)
  3. An employee may, however, elect to receive a reimbursement of the cost of the premium of any of the above insurance packages in lieu of coverage in accordance with the incentive plan set forth in Appendix I. One-half the payment shall be made in December and one-half the payment shall be made in June.
- C. All new bus drivers hired after December 1, 1992, for substitute or part-time position shall not be entitled to be enrolled at Board cost in coverage under A. and B. above.
- D. All paraprofessionals and other unit employees not eligible for Board-paid insurance under A. above, shall be eligible to buy-into this insurance under the following terms:
- a. must be acceptable to the carrier
  - b. must elect to buy in from first opportunity; any gap in coverage election is a waiver of future coverage
  - c. must forward the premium monthly or by payroll deduction (if the result of such a deduction will not be a negative net pay amount).
- E. If the increase in the medical costs exceed the State Health Benefits Plan (January annual rate), the parties agree to open negotiations to discuss either moving the plan to the State Health Benefits Plan or modifying current plan coverages to reduce costs to the State Health Benefits Plan increase
- F. The parties agree to explore the creation of a Section 125 account as soon after ratification of the 1999-2002 Agreement as possible.

**ARTICLE 28**

**PERSONAL AND ACADEMIC FREEDOM**

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

**ARTICLE 29**

**DEDUCTION FROM SALARY**

- A. The Board agrees to deduct from the salaries of its employees dues for the Point Pleasant Education Association, the Ocean County Education Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, rules established by the State Department of Education.

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

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME \_\_\_\_\_ SOCIAL SECURITY NO. \_\_\_\_\_  
 SCHOOL BUILDING \_\_\_\_\_ DISTRICT \_\_\_\_\_  
 \_\_\_\_\_

TO: DISBURSING OFFICER \_\_\_\_\_ BOARD OF EDUCATION

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

I designate the \_\_\_\_\_ Association to receive dues and distribute according to the organization(s) indicated:

\_\_\_\_\_ Association \_\_\_\_\_

\_\_\_\_\_ County Education Association \_\_\_\_\_

New Jersey Education Association \_\_\_\_\_

National Education Association \_\_\_\_\_

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

### **ARTICLE 30**

#### **TEACHER EXTRA-CURRICULAR ACTIVITIES**

- A. Extra-curricular personnel shall be compensated as set forth in Appendixes B, C and D, which are attached hereto and made a part of.
- B. Extra-curricular services are all those for which teachers are responsible to the Administration, and are in excess of teaching and professionally related duties.
- C. A list of all extra-curricular positions shall be posted for five (5) school days on the bulletin boards of the faculty rooms in each building so that interested teachers may apply for any position. Any teacher may request to be considered for any coaching or extra-curricular position at any time. All of these requests shall be maintained in the Superintendent's office. This office shall notify those teachers who have filed a request for the particular activity in writing when a vacancy occurs in the summer.
- D. Extra service performed upon an irregular basis and new extra-curricular activities, when approved by the Administration, shall be remunerated and the amount shall be negotiated by the Association prior to teacher participation in the activity.
- E. Notification of contractual status in salary in addition to the basic teaching contracts shall be issued not later than May 30.
- F. Fund raising for student activities shall be as approved by the Board. The advisor shall not be personally responsible for the raising of the funds but shall retain accountability for funds raised.

## **ARTICLE 31**

### **WORK YEAR**

- A. The teacher work year shall be one hundred eighty-four (184) days.
- B. Ten (10) month secretaries shall have a work year beginning September 1 and ending June 30 less all holidays accruing to the teachers.
- C. Twelve (12) month secretaries shall have a work year beginning July 1 and ending June 30 less all holidays accruing teachers.
- D.
  - 1. The school work year for bus drivers shall not exceed 186 days.
  - 2. Non-work days from September 1 through June 30 shall be those when school served by the District's buses are not in session for their students.
- E.
  - 1. The work year for Instructional Paraprofessionals shall not exceed 184 days.
  - 2. The work year for Copy Center Paraprofessionals shall not exceed 190 days.
  - 3. The work year for Instructional/Special Education Paraprofessionals/ shall not exceed 184 days.
- F.
  - 1. The work year for Supervisory Paraprofessionals shall not exceed 170 days.
  - 2. The work year for supervisory paraprofessionals assigned as bus aides shall not exceed 180 days.

## **ARTICLE 32**

### **MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- C. The Board and the Association mutually agree to adhere to the requirements of the laws concerning discrimination.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:



1. If by Association, to the Board at Board of Education Office, Point Pleasant, New Jersey.
  2. If by Board, to the Association at Point Pleasant Borough High School, Point Pleasant, New Jersey.
- E. Teachers who are assigned to curriculum work will be paid \$500 for a semester's curriculum and \$1,000 for a year's curriculum, or, at the option of the Board, teachers may be paid at the rate of \$15 per hour for curriculum work.
- F. The Middle School Team Leader stipend shall be \$500 per year.
- G. If the New Jersey Legislature enacts a new minimum teaching salary law during the life of this Agreement which provides funds in excess of what is required to bring teachers to the new minimum, the parties will negotiate the distribution of such funds.
- H. Children of certified staff members may attend Point Pleasant Schools tuition-free.
- a.) Students already enrolled in the district shall be grandfathered, should the Board and the Association agree to eliminate Section H.
  - b.) The assignment of students to a specific elementary school shall be at the discretion of the Board.
- I. Members of the School Improvement Committee will be reimbursed at the rate of \$15.00 per hour for any additional summer work related to that committee assignment.
- J. The District Professional Development Committee will develop mentoring language in the summer of 2005. (See Mentoring Plan for Quality Instruction - August 22, 2005.)

### **ARTICLE 33**

#### **RETIREMENT BENEFITS**

A. **Medical Benefits**

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

B. **Unused Sick Days - Teachers**

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

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

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

To be eligible for this benefit a teacher must have taught for fifteen years in the district, and must provide no less than sixty-(60) days notice of his/her effective date of resignation for the purposes of retirement.

In order to be eligible for any payment, the employee must have 50 days of accumulated sick leave at the time of retirement. If the threshold is met, the employee shall be paid for those 50 days under the agreed payment scheduled. Days for long term illness for more than 20 consecutive days will not affect the threshold of 50.

Any staff member hired after 7/1/99 maximum compensation will be \$15,000.

C. Unused Sick Days – Secretaries, Bus Drivers and Paraprofessionals

Severance pay shall be granted at the following rates for accumulated sick leave earned for fifteen (15) years in the district, payable upon retirement. Employee must provide no less than sixty days notice of his/her effective date of retirement.

Secretaries:

1 <sup>st</sup> to 70 days	--	\$30 per day
71 <sup>st</sup> and subsequent days	--	\$35 per day

Bus Drivers and Paraprofessionals:

1 <sup>st</sup> to 70 days	--	\$15 per day
71 <sup>st</sup> and subsequent days	--	\$20 per day

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

If an early retirement should occur prior to fifteen (15) years of service in the district, severance pay shall be granted at the above rates, less twenty (20%) percent per year. In order to be eligible for any payment, the employee must have 50 days of accumulated sick leave at the time of retirement. If the threshold is met, the employee shall be paid for those 50 days under the agreed payment scheduled. Days for long term illness for more than 20 consecutive days will be affect threshold of 50.

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

- E. In order to be eligible for any payment, the employee must have 50 days of accumulated sick leave at the time of retirement. If the threshold is met, the employee shall be paid for those 50 days under the agreed payment scheduled. Days for long term illness for more than 20 consecutive days will not affect threshold of 50.

## ARTICLE 34

### REPRESENTATION FEE

A. Purpose of Fee

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

B. Amount of Fee

1. Notification

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

2. Legal Maximum

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

3. Deduction and Transmission of Fee

a. Notification

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

b. Payroll Deduction Schedule

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

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

4. Termination of Employment

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

5. Mechanics

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

6. Changes

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

7. New Employees

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

8. Indemnification

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

**ARTICLE 35**

**SENIORITY**

Secretaries

1. Seniority applies only in a reduction-in-force among tenured secretaries.
2. A seniority list shall be based upon the employee's first day of employment and shall be calculated by months. "Months" is defined as being in a pay status for at least one day in any given month. Under that condition, an employee shall be credited with one month seniority.
3. With respect to ten month employees, each full ten months of service, as defined above, shall equal twelve months of service for seniority purposes. Each month in excess of a full ten month period equals one month for seniority purposes; however, no secretary may earn more than twelve months seniority credit in any calendar year.
4. In the event of staff reduction, lay off shall start at the bottom of the seniority list.
5. In all cases the secretary making a claim on a position must possess the skills and necessary qualifications to perform the duties of the position claimed.
6. Any personnel covered by this Article shall be given thirty (30) days notice before any lay off occurs.
7. Any anticipated or planned reduction-in-force shall not be implemented or take effect without sixty (60) days prior notice to the Association. Following the notice, the Association may request a meeting with the Board which meeting must be called at least thirty (30) days prior to the effective date of the reduction-in-force.
8. Any person reduced under the provisions of this agreement shall be placed upon a re-call list for one year from the date of separation. If there is a secretarial vacancy in the unit, the most senior secretary on the re-call list, who meets the terms of paragraph five above, shall be placed in that position.

## Paraprofessionals

1. Seniority applies only in a reduction in force among paraprofessionals with ten years of experience.
2. A seniority list shall be based upon the employee's first day of employment and shall be calculated by months. Month is defined as being in a pay status for at least one day in any given month. Under that condition, an employee shall be credited with one-month seniority. Substitute time shall not be credited toward seniority.
3. For the purpose of seniority to be used in a reduction in force, paraprofessionals shall fall into two categories:  
  
Category 1 – Instructional  
Category 2 – Supervisory
4. In the event of staff reduction, lay off shall start at the bottom of the seniority list within a category. Seniority in one category does not give the paraprofessional any credit or rights in the other category.
5. In all cases, the paraprofessional making a claim on a position must possess the skills and necessary qualifications to perform the duties of the claimed position.
6. Any personnel covered by this Article shall be given thirty (30) days notice before any lay off occurs. Any anticipated or planned reduction-in-force shall not be implemented or take effect without prior notice to the Association.
7. Any person reduced under the provisions of this Agreement shall be placed upon a recall list for one year from the date of separation. If there is a paraprofessional vacancy in the unit, the most senior paraprofessional on the recall list, who meets the terms of paragraph five above, shall be placed in that position.

***CHRISTY***

***THIS IS THE PAGE OF INSTRUCTIONS.***

***THE PREVIOUS PAGE, ENDING IN:***

- 7. Any person reduced under the provisions of this Agreement.....*

***SHOULD BE FOLLOWED BY THE SIGNED LAST PAGE OF THE AGREEMENT.***

***FOLLOWING THE SIGNED PAGE OF THE AGREEMENT SHOULD BE ALL OF THE SALARY APPENDICES.***

***FOLLOWING THE APPENDICES SHOULD BE THE THREE PAGES OF "INCENTIVES". THOSE THREE PAGES ARE AFTER THIS PAGE OF INSTRUCTIONS.***

***CALL ME AT 732-701-1900, EXT. 2410. THANKS FOR ALL YOUR HELP.***

***CELIE***

**APPENDIX I**  
**INCENTIVE PLAN**

1. Which employees are eligible for this Incentive?

Employees who are eligible to receive family coverage or husband/wife under Article 27 A.

2. Is the Incentive Plan voluntary?

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

3. What is the purpose of the Plan?

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

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

**MEDICAL REIMBURSEMENTS**

**MEDICAL**

Single	\$1,200
H/W	2,400
P/C	1,800
Family	3,000

**PRESCRIPTION**

Single	480
H/W	900
P/C	720
Family	1,200

**DENTAL**

Single	180
H/W	360
P/C	300
Family	600



5. May an employee who has no other family or husband/wife health/hospitalization coverage take part in this plan?

No. Such a waiver will not be allowed.

6. If a spouse has family or husband/wife health/hospitalization, should the employee participate in the Plan?

That is an individual determination. Health insurance plans differ. The judgment about whether your plan is better than your spouse's plan must be weighed carefully. Secondly, some health plans have an additional benefit to families who have both spouses covered by separate family insurance. This is known as "coordination of benefits". In order to decide whether you may want to participate in this incentive plan, you must judge whether the "coordinated benefits" feature you now possess is probably necessary or unnecessary in your family situation.

7. What is the "Coordinated Benefits" feature?

Under many health/hospitalization plans, there is a possibility that the major medical deductible that must be paid by an insured, in certain cases, may be partially picked up by a carrier in cases where there are two family members with coverage.

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

Yes, but only at the open enrollment periods.

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

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

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

No.

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

Yes.

12. When do employees receive their incentive payment?

One-half the payment shall be made in December and one-half the payment shall be made in June. Because of IRS withholding and other laws, some deductions must be made at that time.

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

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

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

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

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

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

16. How long will this plan exist?

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