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Agreement between the
Quinton Township Board of Education
and the
Quinton Education Association

1995-97

10-11

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Office of the President
Office of the Vice President
Office of the Treasurer
Office of the Secretary
Office of the Registrar
Office of the Student Services
Office of the Faculty Services
Office of the Administration
Office of the Finance
Office of the Information Technology
Office of the Legal Affairs
Office of the Public Relations
Office of the Safety and Security
Office of the Environmental Health and Safety
Office of the Diversity and Inclusion
Office of the International and Global Programs
Office of the Career and Professional Development
Office of the Student Leadership
Office of the Student Government
Office of the Student Activities
Office of the Student Organizations
Office of the Student Clubs
Office of the Student Societies
Office of the Student Unions
Office of the Student Centers
Office of the Student Residences
Office of the Student Dining
Office of the Student Transportation
Office of the Student Health Services
Office of the Student Counseling
Office of the Student Disability Services
Office of the Student Support Services
Office of the Student Financial Aid
Office of the Student Scholarships
Office of the Student Grants
Office of the Student Loans
Office of the Student Work-Study
Office of the Student Internships
Office of the Student Practicums
Office of the Student Research
Office of the Student Publications
Office of the Student Media
Office of the Student Art and Music
Office of the Student Theater
Office of the Student Film
Office of the Student Dance
Office of the Student Music
Office of the Student Theater
Office of the Student Film
Office of the Student Dance
Office of the Student Music

PREAMBLE

This Agreement entered into this 1st day of July, 1995, by and between the Board of Education of Quinton Township (the City of Quinton), New Jersey hereinafter called the "Board" and the Quinton Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Quinton Township School District is their primary aim, and that the character of such education depends predominantly upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes in administration, and the maintenance of high morals among the teaching faculty, and,

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and,

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

Article I

RECOGNITION

A. Bargaining Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel, whether under contract, on leave, on a *per diem* basis, employed, or to be employed by the Board, including:

All teachers
Nurse
Guidance Counselor

but excluding:

Secretaries
Janitors
Cafeteria Staff
Superintendent
Vice Principal

B. Definition of Teacher

Unless otherwise indicated, the term "teacher", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

Article II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of the teachers' employment. Such negotiations shall begin not later than December 31 of the calendar year preceding the year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting a teacher or group of teachers.

2. Aggrieved Person

An "Aggrieved Person" is the person or persons, or the Association making the claim.

3. Party in Interest

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

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time limits

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. Year-end Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in the 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 practicable.

3. Level One - Superintendent or Immediate Superior

A teacher with a grievance shall first discuss it with his Superintendent or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two - Submit to Board

If the Aggrieved Person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he/she may, within five (5)

school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the grievance be submitted to the Board. The Aggrieved Person or his representative shall have the option of appearing at a hearing before the Board prior to the Board rendering its decision.

5. Level Three - Pre-Arbitration

If the Aggrieved Person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Board, the Association, representing the Aggrieved Person, may submit his grievance to arbitration. If a grievance is not presented for Pre-Arbitration, Level Three, within ninety (90) school days of its occurrence, it shall be considered not to exist.

6. Level Four - Arbitration

a. 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 a mutually acceptable Arbitrator, or obtain such a commitment within the specified period, a request for a list of Arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in selection of an Arbitrator.

b. The Arbitrator so selected shall confer with the Committee of the Board and the Aggrieved Person and Association representative, and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or if oral closings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and the Aggrieved Person and Association representative, and shall be final and binding on the parties. The Arbitrator shall be limited to the issues submitted and shall consider nothing else. The Arbitrator can add nothing to, nor subtract anything from the Agreement between the parties.

c. The costs for the services of the Arbitrator, including *par diem* expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Teacher and Association

Any Aggrieved Person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. At Pre-Arbitration (Level 3) or Arbitration (Level 4), Association attendance will be permitted irrespective of grievant representation.

E. Miscellaneous

1. Group Grievance

If, in the Judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Level One. The Association may process such a grievance through all levels of the grievance procedure.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the Aggrieved Person, and all decisions rendered at Level One through Level 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 Level Four shall be in accordance with the procedures set forth in Section C.

3. Separate Grievance File

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.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association, and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

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, heretofore referred to in this Article.

Article IV

TEACHER RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection. As a duly-selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

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

C. Just Cause and Progressive Discipline Provision - Tenured Teachers

No teaching staff member shall be disciplined, reprimanded, or reduced in rank or compensation, without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract pursuant to law. Discipline may include written reprimands, increment withholdings, suspensions without pay, and mid-contract discharges consistent with law, but shall not include the non-renewal of a non-tenured teaching staff member for performance related reasons. All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall take into account the nature of the offense, the length of service and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall generally be applied in a progressive manner, unless it is determined that due to the egregious nature of the offense(s) committed, immediate, more severe disciplinary action is warranted. All discipline shall be applied in a non-discriminatory fashion.

D. Required Meetings or Hearings

Whenever any teacher is required to appear before the Superintendent or his designee, Board, or any committee member, representative, or agent thereof, concerning any matter which could adversely affect the continuation of that teacher in his office, position, or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representatives of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher will be concluded in accordance with State Law.

E. Evaluation of Students

The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Quinton Township School District based upon his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible. No grade or evaluation shall be changed without approval of the teacher. All grades and evaluations must be substantiated by records.

F. Criticism of Teachers

Any question or criticism by a supervisor, administrator, or Board member, of any teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

G. Association Identification

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

Article V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available to the Association in response to reasonable requests in writing from time to time all available information concerning the educational program for the Association to process any specific grievance or complaint.

B. Use of School Building

The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings. The Superintendent shall be notified in advance of the time and place of all such meetings. Approval shall be given by booking agent of the Board on a priority basis.

C. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

D. Bulletin Boards

The Association shall have the exclusive use of a bulletin board in the faculty lounge. The location of the Association bulletin board shall be designated by the Association. Copies of all materials to be posted on such bulletin board shall be given to the Superintendent, but no approval shall be required.

E. Mail Facilities and Mail Boxes

The Association shall have the right to use the intra-school mail boxes as it deems necessary and without approval of the Superintendent or other members of the administration.

F. Orientation Programs

All orientation programs for new teachers shall be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs. To the extent prohibited by law, the Board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate professional in-service training activity of a Board of Education. Duties and responsibilities of teachers involving student supervision outside of regular class work shall be clearly explained as part of the regular orientation program.

G. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organization, as long as the Association represents a majority of teachers.

Article VI

TEACHER WORK YEAR

A. In-School Work Year

1. Ten (10) Month Personnel

The in-school work year for teachers employed on a ten-month basis shall not exceed one-hundred eighty-five (185) work days.

2. Definition of In-School Work Year

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

3. Inclement Weather

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

4. First Teacher Day

On the first teacher day of the school year a minimum of 2.5 hours shall be allotted for classroom preparations. In the event of special circumstances which preclude an uninterrupted two and one-half hours on the first day, equivalent time will be given during the first week upon mutual consent of both parties. Newly employed teachers will be required to report for one (1) additional day prior to the school year for orientation.

B. School Calendar

To be determined by the Board of Education.

Article VII

TEACHING HOURS

A. Check-In Procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by initialing the Superintendent's sign-in roster. The Superintendent may send any teacher home without pay if late notification is not made to the administrative office within one hour of teacher's reporting time.

1. Arrival and Departure

All teachers shall be in the school building in the morning one half hour before the beginning of the pupils' instructional day. Teachers may leave the building 15 minutes after the close of the pupils' instructional day, except as provided in D1. If a teacher desires to leave before the prescribed time, arrangements must be made in advance for pupil supervision and permission must be granted by the Superintendent.

B. Lunch Periods

1. Teachers' Lunch Periods

Teachers shall have a daily duty-free period of at least thirty (30) minutes, except in cases of emergency.

2. Leaving the Building

Teachers may leave the building during duty-free time, but must give notice to the Superintendent, and must return within thirty (30) minutes and check in, or be classified late.

C. Planning Periods

All full-time teachers shall be granted a minimum of three planning periods per full week.

D. Meetings

1. Faculty and Other

Faculty meetings will be held on a regular basis, with adequate advance notice given. Where possible, at least five (5) days notification will be provided. There will be no more than four (4) meetings per month, unless an emergency exists requiring special planning.

2. Prior to Holidays and Weekends

Meetings which take place after the regular in-school workday, and which require attendance, shall not be called on Friday afternoons or any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

3. Association Right to Speak

An Association representative may speak to the teachers during any meeting referred to in Paragraph 1 above for at least five (5) minutes, on the request of the representative, at the conclusion of the meeting.

4. Evening Conferences

When an evening of attendance is required for evening conference, and compensating time is given by early dismissal, teacher attendance is required at the discretion of the Superintendent.

Article VIII

TEACHER EMPLOYMENT

A. Placement on Salary Schedule

Each teacher shall be placed on the proper step of the salary schedule in accordance with his experience and training. Any teacher employed for one full semester (first or second half of the school year) shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. Previous Sick Leave Accumulation

Previous accumulated unused leave days shall be restored to all teachers who have been on approved leaves of a absence only upon their return.

C. Notification of Contract and Salary

Teachers shall be notified in writing of their contract and salary status for the ensuing year no later than April 30th of the present year.

Article IX

SALARIES

A. Salary Schedule

The salary guides for the duration of this Agreement are set forth as Schedule A-1 and A-2 which are attached hereto and made a part thereof. The co-curricular salaries covered by this Agreement are set forth in Schedule B which is attached hereto and made a part hereof.

B. Method of Payment

1. Ten (10) Month Employees

Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, payable on the 15th and the last day of the month.

2. Exceptions

When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last working day preceding such day.

3. Deductions

Upon written request from the employee, the Board will deduct Credit Union dues.

C. Movement to Higher Classification

All graduate credits obtained through Course Reimbursement (XIX. B. 2) shall be counted for movement through the BA + 15, BA + 30, MA, MA + 15, and MA + 30 salary classification guides. Undergraduate credits obtained through course reimbursement may be applied to the MA + 15 and MA + 30 salary classification guides.

D. Immediate Placement

When a teacher has become eligible for movement to a higher salary classification of Salary Guide A, he shall be placed there immediately upon documenting completion of coursework, and his paycheck shall reflect this advancement pro-rated for the year.

Article X

TEACHER ASSIGNMENT

A. Notification

1. Revisions

In the event that changes in such schedules, class and/or subject assignments, or room assignments are proposed after July 1, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent or his representative, and the teacher affected, and at his/her option, a representative of the Association. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the grievance procedure as set forth herein.

2. Vacancies

Any bargaining unit vacancy occurring will be posted and a copy of the posting will be delivered to the Association. Qualified employees will have two (2) weeks from the date of the posting to express an interest in the opening, and will be given consideration with regard to hiring.

Article XI

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice

Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and, except in cases of emergency, not later than July 1st.

B. Criteria

When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service in the Quinton Township School District, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations, or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

C. Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher shall be notified of the reason thereof. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Board shall meet with him/her at a special meeting. The teacher may, at his/her option, have an Association representative present at such meeting.

D. Priority in Reassignment

A list of open positions in the school district shall be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred.

Article XII

ACCREDITED SUMMER SCHOOL - HOME TEACHING - FEDERAL PROGRAMS GIFTED AND TALENTED COURSES - BEDSIDE INSTRUCTION ADMINISTRATIVE DETENTION

A. Posting

All openings for positions in the accredited summer school, if made available through pending funds, home teaching, federal projects, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized. Summer school openings shall be publicized at the earliest time known and teachers shall be notified of the action taken at the earliest time known. These positions are voluntary.

1. Gifted and Talented Courses

Those teachers who wish to volunteer to teach after school Gifted and Talented courses will meet with the Superintendent to establish mutually agreed upon guidelines for said course(s). Gifted and Talented course instruction shall be paid at the rate listed on Schedule B.

2. Bedside Instruction

Bedside instruction is voluntary and shall be paid at the rate listed on Schedule B

3. Administrative Detention

Administrative Detention shall be voluntary, and will be on a rotating basis when assigned to the bargaining unit. Any teacher who is responsible for duty on a given day and is unable to carry out the assignment for any reason, shall be responsible for notifying the Superintendent. Administrative Detention shall be paid at the rate listed on Schedule B.

4. Requested Summer Employment

If requested by name, unit employees who agree to work during summer vacation, shall be entitled to compensation at the summer school hourly rate as shown on Schedule B.

B. Criteria

In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Quinton Township School District. When all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area and/or grade level in question during the regular school year, and then to teachers who have taught the grade and/or subject in question on a regular basis any time during the preceding two (2) years. Teachers employed in the Quinton Township School District shall have priority to such assignments before appointment to applicants from outside the district.

C. Coverage by Master Agreement

All of the provisions of this Agreement shall apply to teachers holding positions in the accredited summer school, home teaching, and/or federal programs, except where clearly inapplicable.

Article XII

TEACHER EVALUATION

A. Tenured and Non-Tenured Teachers

All teachers will be observed at least twice yearly. Additional formal evaluations may be conducted at the discretion of the Superintendent. Each observation will be followed by a written report preceded by a conference with the Superintendent or Vice Principal to discuss the observation. Each teacher will also receive a written summary evaluation by May 15 of the school year. Such a summary evaluation will take into consideration the individual's total contribution in meeting his overall responsibilities. This will be written, and discussed in conference with the Superintendent. A Professional Improvement Plan is to be written mutually by the Superintendent in conjunction with the teachers. Should the teacher disagree with an observation or final evaluation, a written rebuttal may be submitted and attached to the file copy.

B. Derogatory Material

No material derogatory to a teacher's conduct, services, character, or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the expressed understanding that such signature in no way

indicates agreement with the content thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee, and attached to the file copy.

C. No Separate File

Although the Board agrees to protect the confidentiality of the personal references, academic credentials, and other similar documents, it shall not establish any separate file which is not available for the teacher's inspection.

D. Termination of Employment

Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance, and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article.

E. Review of Personnel File

A teacher shall have the right to review, upon request, his personnel file at least once a year.

Article XIV

COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person, which does or may influence evaluation of a teacher, shall be processed according to the procedure outlined below.

B. Meeting with Superintendent

The Superintendent or his designee shall meet with the teacher to apprise the teacher of the full nature of the complaint, and they shall attempt to resolve the matter informally.

C. Procedure

Step 1

In the event a complaint is unresolved to the satisfaction of all parties, the teacher may request a conference with the complainant in the presence of the Superintendent or his designee to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference, or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

Step 2

Any complaint unresolved under Step 1, at the request of the teacher or the complainant, shall be reviewed by the Superintendent or his designee in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3

If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher, he shall forward the results of his investigation along with his recommendation, in writing, to the Board, and a copy to all parties concerned.

Step 4

After receipt of the findings and recommendations of the Superintendent or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent or his designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

Step 5

Any complaint unresolved under Step 5 may be submitted by the teacher to the grievance procedure as set forth in Article III of this Agreements and shall commence on Level II.

Article XV

TEACHER FACILITIES

A. Answering Service

The Board agrees to provide an answering service between 6:00 p.m. and 10:00 p.m., and 6:00 a.m. and 7:00 a.m. for teachers to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute.

Article XVI

SICK LEAVE

A. Accumulative

As of September 1, all teachers employed shall be entitled to ten (10) sick leave days each school year, as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

The Board will consider individual requests for extended sick leave with pay, when regular accumulated leave has expired, and proper documentation is provided.

B. Notification of Accumulation

Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

C. Bonus for Unused Sick Days

At the end of the school year, any teacher with perfect attendance (no days absence for other than Personal, Conference of Affiliates, Professional Day, or Death in the Family) will be awarded a \$100.00 savings bond.

Article XVII

TEMPORARY LEAVES OF ABSENCE

A. Types of Leaves

1. Personal

Two (2) days leave of absence with pay for personal, legal, business, household, or family matters which require absence during school hours. Written application to the Superintendent for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and will not be taken on days just prior to and/or just following holiday periods except for documented emergencies.

Personal days may be taken without stating a specific reason. However, personal days are to be used only to conduct business as can be conducted during normal school hours.

Personal days may not be taken after June 1 of the school year except for a documented emergency approved by the Superintendent.

Teachers shall be paid the current substitute rate (daily) for each unused personal leave day as defined above. Payment will be made on or before June 30 of each school year.

2. Legal

Time necessary with pay for appearances in any legal proceeding connected with the teacher's employment or with the school system in any way, if the teacher is required by law to attend, unless the teacher and Board are adversaries in the legal proceeding, except as provided for in Article XX:C.

3. Conferences of Affiliates

Up to two (2) days with pay, if the conference takes place during scheduled school days, for authorized representatives of the Association to attend conferences and conventions of state and national affiliated organizations, upon prior approval of the Board of Education. Proof of attendance is required.

4. Professional Day

One (1) approved Professional Day with pay is provided for each teacher for the purpose of inter-school visitation, attendance at approved workshops, and conventions. All professional day requests must be made five (5) days in advance and be approved by the Superintendent.

5. Death

Up to five (5) consecutive school days with pay will be granted in the event of death of a teacher's spouse, child, or parent. Up to three (3) consecutive school days with pay will be granted in the event of death of a teacher's brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and any other member of the immediate household.

One (1) school day with pay will be granted in the event of the death of a teacher's grandparent or grandchild.

Teachers shall be granted up to one (1) day with pay in any one year in the event of death of a friend or relative outside the immediate family, as defined above. In the event of the death of a teacher or student in the Quinton Township School District, the Superintendent shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

Bereavement leave shall commence on the first school day after the death of the family member or on the day of burial or cremation at the teacher's option. School days for this article are defined as other than weekends or school holidays and include school vacation periods as indicated in the school calendar.

6. Temporary Military

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. A teacher shall be paid his regular pay minus military compensation received from the military government during the academic year.

7. Maternity

2. The Quinton Township Board of Education recognizes that pregnancy-related disabilities must be treated like any other disabilities. Thus, during the month preceding and the month following childbirth, when the employee is presumed to be disabled, she may utilize the sick leave benefits to which she is individually entitled. Should disability

occur earlier in the pregnancy; or continue for more than one month following birth, the employee may use the accumulated sick leave benefits to which she is individually entitled if she presents a physician's statement attesting to her continued disability.

b. All employees who anticipate a period of disability should inform the Board of this anticipated absence as soon as possible.

c. No employee will be required to take unpaid leaves of absence for pregnancy. The Board may, at its discretion, require periodic physician certification of the employee's continued fitness to perform her duties.

d. Any employee who elects to take an unpaid leave of absence will not be reimbursed for any accumulated sick days for any period of disability occurring while the employee is on such unpaid leave.

e. The Board may, at its discretion, not permit unpaid leave if it would substantially disrupt the continuity of the educational process.

8. Child Care Leave

a. Child care leaves for periods when the employee is not disabled may be granted at the Board's discretion in accordance with the regular unpaid leave policy.

b. Any teacher adopting an infant child shall be eligible to receive similar leave upon receiving de facto custody of said infant. No teacher on such leave shall be denied the right to substitute in Quinton Township School.

9. Illness in the Family

A leave of absence, without pay, of up to one school year, shall be granted to the tenured teacher for the purpose of caring for a sick member of a tenured teacher's immediate family. An additional leave of absence for non-tenured teachers may be granted at the discretion of the Board. Any full-time employment during the regular school day will be cause of voiding the contract of said employee. A doctor's certificate (from the attending physician) shall verify reason for leave.

10. Good Cause

Other reasons that are considered good warrant leaves of absence with pay and may be granted by the Board.

B. Notice of Intent to Return

Any employee on temporary leave as of April 1, shall notify the Superintendent of his/her intent to return to work for the following school year by April 1.

Article XVIII

EXTENDED LEAVES OF ABSENCE

A. Outside Teaching

A certified, tenured teacher shall be considered for a leave of absence without pay for up to one (1) year to teach in an accredited college or university or as an exchange teacher or overseas teacher.

B. Military

Military leave with pay shall be granted to any teacher who is inducted or enlists under National Emergency in any branch of the United States Armed Forces for a period of initial enlistment or induction and three (3) months after, or three (3) months after recovery of any wound or sickness at time of discharge. A leave shall be granted without pay to the spouse of any teacher who is so inducted, or who enlists, to join him for the period of special training in preparation for duty overseas in combat zones. The length of such leave shall be determined by the needs of the Board.

Article XIX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENTS

A. Purpose

In our rapidly changing society, teachers must constantly review curricular content, teaching methods, and materials, educational philosophy and goals, social change and other important topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests, and needs.

B. Programs

1. Pay and Expenses for Required Training

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses required by the Board, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the Board to take.

2. Course Reimbursement

Course reimbursement up to \$1000 per year based on the actual cost will be given for approved courses when a "B" or better grade is earned. Reimbursement will be made in October of each school year for courses taken during the summer semester. Official transcripts and course receipts must be submitted no later than September 15th. Courses taken during the spring or fall semester will be reimbursed following submission of the proper forms. Additional equivalent college credit(s) for salary guide purposes only may be granted by the Superintendent for voluntary attendance at training courses suggested and/or arranged by the Superintendent.

3. Reimbursement Approval

Any undergraduate or graduate course for which a teacher expects to be reimbursed must be approved in writing by the Superintendent prior to the beginning of said course. Forms for course reimbursement shall be made available to all teachers in the Main Office. Only graduate credits may be applied to the BA, BA + 15, and BA + 30 salary classification guides.

4. Membership of Professional Organizations

The Board agrees to pay membership dues for professional associations (New Jersey Teachers of English, New Jersey Mathematics Teachers Association, New Jersey Social Studies Teachers Association, National Science Teachers Association, Music Educators National Conference, Art Educators Association, New Jersey Health and Physical Education Teachers Association, New Jersey School Nurses Association.) This shall be limited to one membership per organization.

Article XX

PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY

A. Unsafe and Hazardous Conditions

Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being.

B. Procedure for Hazardous Conditions

When the Association makes a determination that conditions are unsafe or hazardous for the health, safety, or well-being of students and teachers, the following conditions shall be established and exist until rescinded by the same body:

1. Meetings

In the event of any disorder or disruption in the regular school program, the Board or Superintendent or his designee shall meet with the teachers to develop mutually acceptable programs to guarantee the safety of students, teachers, and property.

2. Association Representative

The Executive Committee of the Association shall be allowed free access to buildings and teachers, until conditions are no longer unsafe or hazardous.

C. Action before the Board or Commissioner

Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.

D. Assault

1. Legal Assistance

The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.

2. Leave

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

3. Reimbursement for Personal Property Damage

The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher acting in the discharge of his duties within the scope of his employment.

4. Medical

The Board shall reimburse a teacher for the cost of medical, surgical, or hospital services incurred as a result of any injury sustained in the course of his employment.

Article XXI

PERSONAL AND ACADEMIC FREEDOM

A. Personal

The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the workday.

B. Citizenship

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, State, or Federal law.

C. Academic

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Quinton Township School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their functions.

Accordingly, they agree as follows:

I. Controversial Material

Teachers shall be guaranteed full freedom in classroom presentations and discussions, and may introduce politically, religiously, or otherwise controversial material, provided only that said material is relevant to the course content.

2. Personal Opinion

In performing their teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration, or the Board.

3. Censorship

Teachers shall not be censored or restrained in the performance of their teaching functions on the grounds that the material discussed and/or opinions expressed are within the scope of course content to those in authority in the school system, or detrimental to school or school system public relations.

Article XXII

MEDICAL BENEFITS

A. Medical Insurance

The Board of Education will provide full family medical and hospitalization insurance coverage including major medical insurance for all full-time teachers. Such insurance coverage will be provided through the New Jersey State Health Insurance Plan.

B. Prescription Plan

The Board of Education will provide full family, \$5.00 brand name, \$1.00 generic co-pay, prescription coverage for all full-time teachers.

C. Dental Plan

The Board of Education Will provide single employee, employee + one, or family dental coverage (New Jersey Dental Plan 3-A or equivalent). If the cost of dental coverage exceeds:

\$222.00 employee
\$322.00 employee + 1
\$482.00 employee + family

the difference would be paid by the employee.

D. Medical Benefits for Part-time Employees

Effective with the signing of this agreement, employees who work less than twenty (20) hours per week shall not be eligible for any benefits. Part-time employees who received dental and prescription benefits prior to the signing of this Agreement shall retain such benefits while they remain in the employ of the Quinton Township Board of Education.

Article XXIII

MISCELLANEOUS PROVISIONS

A. Board Policy

This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

B. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing 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 this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any teacher benefit existing prior to its effective date.

C. Separability

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

D. Compliance Between Individual Contract and Master Agreement

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

E. Printing Agreement

Copies of this Agreement shall be printed at the equal expense of the Board and the Association after agreement with Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed or hereafter employed.

F. Notice

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 address:

1. If by the Association, to the Board at:
Box 85
Quinton, NJ 08072
2. If by the Board, to the Association at:
Box 365
Quinton, NJ 08072

G. Professional Courtesy

Children of staff members and deceased staff members (if the child is enrolled at the time of the staff member's death) shall be permitted to attend Quinton Township School tuition free in all grades, provided the child meets current age requirements.

Schedule A-1 1995-96 Salary Guide

Step	B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30
1	\$28,500	\$29,200	\$29,900	\$30,600	\$31,300	\$32,000
2	\$28,950	\$29,650	\$30,350	\$31,050	\$31,750	\$32,450
3	\$29,550	\$30,250	\$30,950	\$31,650	\$32,350	\$33,050
4	\$30,150	\$30,850	\$31,550	\$32,250	\$32,950	\$33,650
5	\$30,750	\$31,450	\$32,150	\$32,850	\$33,550	\$34,250
6	\$31,350	\$32,050	\$32,750	\$33,450	\$34,150	\$34,850
7	\$32,350	\$33,050	\$33,750	\$34,450	\$35,150	\$35,850
8	\$33,350	\$34,050	\$34,750	\$35,450	\$36,150	\$36,850
9	\$34,350	\$35,050	\$35,750	\$36,450	\$37,150	\$37,850
10	\$36,000	\$36,700	\$37,400	\$38,100	\$38,800	\$39,500
11	\$37,550	\$38,250	\$38,950	\$39,650	\$40,350	\$41,050
12	\$38,750	\$39,450	\$40,150	\$40,850	\$41,550	\$42,250
13	\$39,950	\$40,650	\$41,350	\$42,050	\$42,750	\$43,450
14	\$42,400	\$43,100	\$43,800	\$44,500	\$45,200	\$45,900
15	\$46,300	\$47,000	\$47,700	\$48,400	\$49,100	\$49,800

Longevity:

\$300 after fifteen [15] years of continuous service in Quinton Township School.
 \$600 after twenty [20] years of continuous service in Quinton Township School.

Guide Movement:

All staff members on steps 1 thru 14 of the 1994-95 guide move up one (1) step for 1995-96.
 Staff members on step 15 of the 1994-95 guide move Off-Guide and receive \$1,550 in addition to their 1994-95 salary.

Leaves of Absence:

Any leave of absence provided for in sections XVII - Temporary Leaves of Absence, and XVIII - Extended Leaves of Absence, does not constitute a break in service.

Teachers employed on or before July 1, 1992, will not lose any bonus granted under criteria existing prior to July 1, 1992.

2012	2011	2010	2009	2008	2007	2006	2005	2004
212,800	212,800	212,800	212,800	212,800	212,800	212,800	212,800	212,800
212,800	212,800	212,800	212,800	212,800	212,800	212,800	212,800	212,800
212,800	212,800	212,800	212,800	212,800	212,800	212,800	212,800	212,800
212,800	212,800	212,800	212,800	212,800	212,800	212,800	212,800	212,800
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212,800	212,800	212,800	212,800	212,800	212,800	212,800	212,800	212,800
212,800	212,800	212,800	212,800	212,800	212,800	212,800	212,800	212,800
212,800	212,800	212,800	212,800	212,800	212,800	212,800	212,800	212,800

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Teacher Employment:
 Teachers employed on or before July 1, 2002, will not receive bonus payment for the 2012-13 school year.
Transfer Payment:
 Any fees or charges provided for by the K-12 - Temporary Faculty of Aberdeen and York County Schools will not be considered in the calculation of the transfer payment.
Staffing:
 Staff members on step 15 of the 2004-05 pay scale will receive the 2012-13 step 15 salary.
 All staff members on step 15 of the 2004-05 pay scale will receive the 2012-13 step 15 salary.
Other Staffing:
 Staff members on step 15 of the 2004-05 pay scale will receive the 2012-13 step 15 salary.

Schedule A-2 1996-97 Salary Guide

<u>Step</u>	<u>B.A.</u>	<u>B.A.+15</u>	<u>B.A.+30</u>	<u>M.A.</u>	<u>M.A.+15</u>	<u>M.A.+30</u>
1	\$29,250	\$29,950	\$30,650	\$31,350	\$32,050	\$32,750
2	\$29,710	\$30,410	\$31,110	\$31,810	\$32,510	\$33,210
3	\$30,185	\$30,885	\$31,585	\$32,285	\$32,985	\$33,685
4	\$30,810	\$31,510	\$32,210	\$32,910	\$33,610	\$34,310
5	\$31,435	\$32,135	\$32,835	\$33,535	\$34,235	\$34,935
6	\$32,075	\$32,775	\$33,475	\$34,175	\$34,875	\$35,575
7	\$32,715	\$33,415	\$34,115	\$34,815	\$35,515	\$36,215
8	\$33,725	\$34,425	\$35,125	\$35,825	\$36,525	\$37,225
9	\$34,750	\$35,450	\$36,150	\$36,850	\$37,550	\$38,250
10	\$35,810	\$36,510	\$37,210	\$37,910	\$38,610	\$39,310
11	\$37,275	\$37,975	\$38,675	\$39,375	\$40,075	\$40,775
12	\$39,175	\$39,875	\$40,575	\$41,275	\$41,975	\$42,675
13	\$40,715	\$41,415	\$42,115	\$42,815	\$43,515	\$44,215
14	\$42,155	\$42,855	\$43,555	\$44,255	\$44,955	\$45,655
15	\$44,800	\$45,500	\$46,200	\$46,900	\$47,600	\$48,300

Longevity:

\$300 after fifteen [15] years of continuous service in Quinton Township School.
 \$600 after twenty [20] years of continuous service in Quinton Township School.

Guide Movement:

All staff members on steps 1 thru 14 of the 1995-96 guide move up one (1) step for 1996-97.
 Staff members on step 15 of the 1995-96 guide move Off-Guide and receive \$1,285 in addition to their 1995-96 salary.

Staff members who moved Off-Guide in 1995-96, receive \$2,155 in addition to their 1995-96 salary.

Leaves of Absence:

Any leave of absence provided for in sections XVII - Temporary Leaves of Absence, and XVIII - Extended Leaves of Absence, does not constitute a break in service.

Teachers employed on or before July 1, 1992, will not lose any bonus granted under criteria existing prior to July 1, 1992.

Year	1972	1973	1974	1975	1976	1977
1	244,001	242,900	242,001	242,900	242,900	242,900
2	244,001	242,900	242,001	242,900	242,900	242,900
3	244,001	242,900	242,001	242,900	242,900	242,900
4	244,001	242,900	242,001	242,900	242,900	242,900
5	244,001	242,900	242,001	242,900	242,900	242,900
6	244,001	242,900	242,001	242,900	242,900	242,900
7	244,001	242,900	242,001	242,900	242,900	242,900
8	244,001	242,900	242,001	242,900	242,900	242,900
9	244,001	242,900	242,001	242,900	242,900	242,900
10	244,001	242,900	242,001	242,900	242,900	242,900
11	244,001	242,900	242,001	242,900	242,900	242,900
12	244,001	242,900	242,001	242,900	242,900	242,900
13	244,001	242,900	242,001	242,900	242,900	242,900
14	244,001	242,900	242,001	242,900	242,900	242,900
15	244,001	242,900	242,001	242,900	242,900	242,900
16	244,001	242,900	242,001	242,900	242,900	242,900
17	244,001	242,900	242,001	242,900	242,900	242,900
18	244,001	242,900	242,001	242,900	242,900	242,900
19	244,001	242,900	242,001	242,900	242,900	242,900
20	244,001	242,900	242,001	242,900	242,900	242,900
21	244,001	242,900	242,001	242,900	242,900	242,900
22	244,001	242,900	242,001	242,900	242,900	242,900

Inventory

1972-1973: 100% of contracts for the 1972-1973 school year.
 1974-1975: 100% of contracts for the 1974-1975 school year.

Guidelines

All new contracts on page 1 of the 1972-1973 school year.
 All new contracts on page 1 of the 1974-1975 school year.
 All new contracts on page 1 of the 1976-1977 school year.

Notes

1. All new contracts on page 1 of the 1972-1973 school year.
 2. All new contracts on page 1 of the 1974-1975 school year.
 3. All new contracts on page 1 of the 1976-1977 school year.

Schedule B

Co-Curricular Activities

	<u>1995-97</u>
Flag Football	\$ 830
Cheerleading - Football	\$ 535
Cheerleading - Basketball	\$ 535
Field Hockey	\$ 535
Basketball	\$ 830
Softball	\$ 755
Band	\$ 690
Athletic Director	\$ 830
Student Council Advisor	\$ 280
Assistants	\$ 440
Administrative Detention	\$ 25 per hour
Gifted and Talented Instruction	\$ 29 per hour
Bedside/Home Instruction	\$ 29 per hour
Summer School	\$ 29 per hour
Homework Center	\$ 29 per hour
Teacher-in-Charge (½ day minimum)	\$ 58
School Improvement Team	
Chairman	\$ 400
Member	\$ 280
Pupil Assistance Committee	
Chairman	\$ 1,000
Member	\$ 750
Core Team	\$ 280
Mileage to and from approved workshops and/or professional activities	25¢ per mile



Article XXIV

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1995 and shall continue in effect until June 30, 1997, and shall not be extended orally.

This Agreement shall be subject to the Association's right to negotiate over a successor Agreement.

B. Status of Incorporation

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

QUINTON EDUCATION ASSOCIATION

By: Michael W. Sullivan
President

Attest: Shirley K. Ramsey
Secretary

QUINTON BOARD OF EDUCATION

By: Robert H. Kikney
President

Attest: Debra Halloran
Secretary

ARTICLE XVI

Section 1

This agreement shall be effective as of July 1, 1983 and shall continue in effect until July 31, 1987, and shall be extended until...

This agreement shall be subject to the Association's right to negotiate over a wide range of issues...

Section 2

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, elected to by their respective members, and their corporate seals to be placed hereon on this day and year first within above.

OPTION EDUCATION ASSOCIATION

By [Signature]
President

And [Signature]
Secretary

OPTION BOARD OF EDUCATION

By [Signature]
President

And [Signature]
Secretary

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