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RUTGERS UNIVERSITY

PREAMBLE

This agreement entered into the _____ day of _____, by and between the Board of Education of Plumsted Township the Town of New Egypt, New Jersey, hereinafter called the "Board" and the Plumsted Township Education Association, hereinafter called the "Association".

W I T N E S S E T H:

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the majority representative for professional negotiations concerning the terms and conditions of employment for all certificated personnel of the Plumsted Township Elementary School excluding all executive, administrative, Principal, Social Worker, Psychologist, substitute teachers, clerical, cafeteria workers and custodial staff, but including classroom teachers, music instructor, physical education instructor, nurse, disability specialist, speech therapist, art teacher, librarian, reading specialist and guidance counselor.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. The parties agree that, provided the Association is still the Majority representative, the Board and the Association shall exchange their "initial" proposals for a successor contract no later than November 15th. The parties agree that negotiations will commence no later than December 1st. Either of the above dates may be changed by mutual agreement. When the agreement is reached on the terms and conditions of employment as described above it shall be embodied in writing, signed by the authorized representatives of the Board and the Association, and it shall apply to all persons covered in Article I.
- B. During negotiations, the Board and the Association may present relevant data, exchange points of view, and make counter proposals.
- C. Both parties pledge that their representatives shall be endowed with all necessary power and authority to make and consider proposals in the course of negotiations. It is understood that final ratification of all items contained within the tentatively agreed upon contract must then be ratified by a majority of the teachers represented by the negotiators of the Association at a legally constituted meeting, and by a majority of the Board while in session at a legally constituted meeting.
- D. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and mutually agreed by both parties.

ARTICLE III

TEACHER RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974 the Board hereby agrees that every employee of the Board shall have the right freely to organize, engage in collective negotiations and other concerned activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any 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 institutions of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or Chapter 123, Public Laws 1974.
- C. Whenever any teacher is required to appear before the Board, or any committee, Board Solicitor, or member thereof, concerning any matter which would 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 a representative of the Association present to advise him and represent him during such meeting or interview. No teacher shall be subject to suspension prior to certification or charges to the Board of Education and/or to the Commissioner of Education.
- D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- E. Any question or criticism by a supervisor, administrator or Board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.
- F. The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Plumsted Township School District based upon his professional judgement of available criteria pertinent to any given subject area or activity to which he is subject to justification to the administrator's satisfaction. The administration shall have the exclusive right to grade place students.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information. This shall include annual audits, agendas and minutes of all Board meetings, census data, and names, addresses and listed telephone numbers of all teachers. The Board shall provide existing data necessary for the Association to process any grievance or complaint.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations or grievance proceedings, he 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 on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Provided further that said representative shall indicate his presence at the main office.
- D. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings and he shall grant such permission provided there is no conflict with a previously scheduled meeting.
- E. The Association shall have the privilege of using school facilities for Association business only. This shall include 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, provided the person who is to operate said equipment is, in the opinion of the administration qualified to operate said equipment. A proof of actual cost will be provided to the association upon request.
- F. The Association president shall be exempt from all non-teaching duties during his or her term of office.
- G. The Association shall have the exclusive use of a bulletin board in each faculty lounge.

ARTICLE IV (con't.)

- H. The Association shall have the right to use the school mail boxes as it deems necessary and without the approval of building principals or other members of the administration. All Association communications deposited in the school mail boxes shall be considered privileged. Neither the Board or the Administration assumes any responsibility for the distribution or contents of Association communications.
- I. The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association in its capacity as the exclusive representative of the teachers and to no other organization.
- J. The Board shall make available a lounge and/or work study room for the teachers.

ARTICLE V

SCHOOL CALENDAR

- A. The school calendar when completed and approved by the Board shall become part of this contract.

An Association committee shall meet with the Superintendent and Board to make recommendations for the calendar for the next school year.

- B. The teachers' work year shall consist of a maximum of 120 days.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

- A. 1. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" and "sign-out" roster.
2. The total in-school work day shall consist of not more than six (6) hours and twenty (20) minutes, which shall not include a duty-free lunch period.
3. No teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupils' school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupils school day. On Fridays or on days preceding holidays or vacations, the teachers' day shall end ten (10) minutes after the close of the pupils' day, unless they are on assigned bus duty.
- B. 1. Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.
2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods after notifying the office.
- C. 1. A minimum of four (4) meetings, at the discretion of the Superintendent, per school year shall be held for in-service meetings. On these days school shall be in session for five hours with meetings ending within fifteen (15) minutes of the normal school days. Meetings shall not be on Fridays, days immediately preceding school holidays or the day before the NJEA Convention. Full day in-service meeting shall terminate at end of normal school day.
2. Grade level meetings or faculty meetings shall be called at the discretion of the Superintendent but shall not exceed forty-five (45) minutes in duration. The Superintendent shall try to keep these meetings to a minimum number per year. All meetings shall be scheduled on prior notice of three (3) school days except in the event of an emergency or by mutual consent of all the teachers involved. A reasonable effort will be made to hold these meetings prior to the opening of the pupils' days.

ARTICLE VI (con't.)

- D. When a specialist is in the classroom, this shall be considered preparation time for the regular classroom teacher. The teachers recognize that such preparation time should be used for planning and preparing lessons, conference with staff and/or parents, providing extra help to students or similar educational activities. Any teacher who loses preparation time for substituting shall be compensated at one sixth (1/6) the substitutes daily salary.
- E. On the day immediately preceding the Christmas and Easter holiday, school shall be in session for (4) four hours.

On the last three (3) days of school classes shall be in session for (4) four hours. Teachers shall remain until completion of the regular work day.

However, on the last student day a general faculty meeting shall be convened by the Administration immediately upon the dismissal of students. The maximum length of the meeting shall not exceed (1) one hour.

The 185th day will be a professional workshop day which will be in session a maximum of (4) four hours.

ARTICLE VII

TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1981-82 school year.
- B. Except in the event of an emergency regular classroom teachers shall not be required to fulfill the role of a substitute. An emergency shall include the sudden illness of a teacher or similar situations which preclude a teacher from giving sufficient notice to the Administration to provide a substitute.
- C. Chaperones for dances shall be paid at the rate of \$20.00 per dance.
- D. The Board will make every reasonable effort to provide substitutes for all full-time certified personnel including special teachers and nurses.
- E. In order to be considered for an annual increment, a teacher must have been approved by the Board of Education for employment prior to February 1st. Teachers hired after February 1st shall not receive credit for increment.

ARTICLE VIII

SALARIES AND DEDUCTIONS

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- B.
1. Teachers employed on a ten (10) month basis shall be paid on the 15th day of the month and the last day of the month.
 2. Teachers may individually elect to have deductions made from their salary for the purpose of depositing in their credit union.
 3. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.
 4. Teachers shall receive their final checks on the last working day in June.
 5. Teachers shall receive their paychecks no later than the beginning of the first lunch period provided paychecks are in the building at that time.
- C.
1. The Board agrees to deduct from the salaries of its teachers dues for the Association, the Ocean County Education Association, the New Jersey Education Association, and the National Education Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15. 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made. The association treasurer shall disburse such monies to the appropriate associations.
 2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
 3. The filing of notice of the teacher's withdrawal shall be governed by the laws of the State of New Jersey.
- D. Teachers shall have the right to have deductions made from their salaries upon written authorization for deposit in their account through Mon-Oc Federal Credit Union, Approved Tax Sheltered Program, and/or Federal Payroll Savings Plan.

ARTICLE IX

TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, and room assignments for the forthcoming year not later than May 30th of each school year. No later than May 30th of each school year the Superintendent shall deliver to the Association and post in the school building a list of the known vacancies which shall occur during the following school year. Teachers who desire a change in grade and/or subject area may file a written statement of such desire with the Superintendent no later than June 7th. In the event that changes in such schedules, class and/or subject assignments, room assignments are proposed after June 15th, the Association and any teacher affected shall be notified promptly in writing within one (1) week of the making of such decision. Written notice of the changes directed to the teacher at the address supplied by the teacher prior to the last day of school shall be deemed adequate notice of the changes. Forms for the listing of summer addresses shall be supplied by the administration.
- B. No teacher shall be transferred as a disciplinary action.
- C. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or major or minor fields of study except as mutually agreed upon by the teacher involved.
- D. Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the rate of twenty (.20¢) cents per mile. Said reimbursement shall be made only in connections with the performance of their duties.
- E. All openings for positions in summer school, home tutoring and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized by the Superintendent to the entire staff.
- F. In filling such positions, considerations shall be given to a teacher's area of competence, major and minor field of study, quality of teaching service in the Plumsted Township School District. When all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area and for grade level in question during the regular school year and then to teachers who have previously taught the grade level or subject in question.
- G. Superintendent, with Board approval shall have the final decision on candidates applying for positions.

ARTICLE X

TEACHER EVALUATION

- A.
 1. All monitoring, observation or evaluations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
 2. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
 3. A teacher shall be given a copy of any observation or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
 4.
 - a. Every non-tenure teacher shall be evaluated at least three times per full school year, prior to April 30th.
 - b. Each non-tenure teacher, in addition to a minimum of three classroom observations shall have one over all evaluation of their total performance. Such over all evaluation shall take place prior to April 30th and after the three classroom observations.
- B.
 1. A teacher shall have the right, upon request, to review the contents of his personal file. A teacher shall be entitled to have a representative of Association accompany him during such review.
 2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the materials. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with contents 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. Any such action shall be subject to the grievance procedure.
 3. A written communication concerning the actions of a teacher made by a parent, student or a Board of Education member shall be forwarded to the teacher with a request for a written reply within ten (10) days. The teacher's reply shall be sent to the principal and a copy to the superintendent. An informal meeting may be called by the teacher, student, principal or superintendent to discuss the issues.

ARTICLE X (cont.)

C Evaluation reports shall include

1. Strengths of the teacher as evidenced during the period since the previous report.
2. Weaknesses of the teacher as evidenced during the period since the previous report.
3. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

D. All teachers must have full written knowledge of any and all deficiencies in their employment performance prior to any over-all evaluation.

ARTICLE XI

RULES AND REGULATIONS GOVERNING THE ABSENCE OF TEACHERS

The Board shall grant child rearing leave without pay to any teacher upon request subject to the following stipulations and limitations.:

- A. Child rearing leave shall commence and terminate on the date requested by teacher. The teacher shall apply for leave no later than thirty (30) days prior to the commencement date of such leave. Such application shall include the commencement date of such leave. The teacher shall advise the administration of his/her intent to return at least thirty (30) days prior to date of such return.
- B. No teacher shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return. If requested, the teacher shall supply the Administration with a statement in writing by her physician attesting to her ability to perform her duties satisfactorily. If requested, the teacher shall supply the Administration with a statement in writing by her physician attesting to her ability to resume her duties satisfactorily. Any teacher making a request for leave of absence without pay shall include date when leave is to commence and the intention regarding use of accumulated sick leave.
- C. A non-tenure teacher shall not be entitled to a leave of absence for maternity beyond the end of the contract school year in which the leave is obtained.
- D. In case of absence from school on account of personal illness, a teacher shall be allowed pay for ten (10) school days absence during the school year. If a teacher requires in any school year less than this specified number of days of sick leave with pay allowed, such leave not utilized that year shall be accumulative to be used for additional sick leave as need in subsequent years. A teacher absent for three (3) or more consecutive days of alleged illness may be required to present to the Superintendent a certificate of illness signed by a licensed physician.
- E. The number of school days (not to exceed five (5) shall be allowed without loss of pay in the event of death in the immediate family. The term "immediate family" shall be understood to include only the following: grandfather, grandmother, father, father-in-law, mother, mother-in-law, husband, wife, child, brother, sister. An allowance of one (1) day per year with deduction of substitute's pay only will be made in case of the death of a relative not heretofore mentioned.
- F. Teachers absent for any reason not heretofore specified shall be deducted at a per diem rate of 1/200 of the annual contractual salary.
- G. Teachers absent from school by reason of quarantine by the Board of Health shall not suffer deduction in pay because of such action.

ARTICLE XI (con't.)

- H. If any teacher shall have made a false statement regarding absence, such statement shall be considered an act of insubordination. The Board of Education may, upon presentation of evidence, suspend these absence privileges which are above, the minimum mandated by law for such act of insubordination for the remainder of the school year.
- I. Permission for personal business absence will be granted with no loss of pay for three (3) days per year at the discretion of the principal and with permission of the Superintendent provided application is made in writing. Personal leave will not be granted immediately preceding or following a holiday. Where possible, every effort should be made by the employee to conduct personal affairs outside school hours so that the interruption to the continuity of education a student receives will be at a minimum.
- J. Teachers shall be given written accounting of accumulative sick leave days no later than September 30th of each school year.

ARTICLE XII

FAIR DISMISSAL PROCEDURE

- A. On or before April 30th in each year, the Board shall give to each non-tenure teaching staff member continuously employed by it since the preceding September 30th either.
 - 1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the Board or
 - 2. A written notice that such employment will not be offered.
- B. Should any board fail to give to any non-tenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by this act*, then said Board of Education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the Board.
- C. If the teaching staff member desires to accept such employment he shall notify the Board of such acceptance, in writing, on or before June 1st, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance the provisions of this article shall no longer be applicable.
- D. Upon written request a teacher shall be given reasons in writing for dismissal.

*Title 18A:27-11
L1971 (C436)

ARTICLE XIII

INSURANCE PROTECTION

- A. The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family plan insurance coverage, under the full New Jersey State Plan.
- B. The Board of Education shall provide co-pay Prescription Plan (\$4,000.00 maximum per year).
- C. The Board of Education shall pay the cost of a dental plan for each of the members of the bargaining unit. New Jersey Dental Service Plan Inc. Plan 1-A

ARTICLE XIV
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a complaint by which an employee or employees in the negotiating unit and his representatives may appeal the interpretation, application or violations of policies, agreements, and administrative decisions affecting them, except that the term "grievance" shall not apply to:

- a. Any matter for which a method of review is prescribed by law or which by law is exclusively within the discretion of the Board.
- b. Any rule or regulation of the State Department of Education or State Commissioner of Education having the force and effect of law.
- c. Any matter which according to law is beyond the scope of Board authority.

B. Principles

1. A grievance to be considered under this procedure shall be presented by the grievant not later than twenty (20) school days after the occurrence of the grievance, or not later than twenty (20) days after the grievant should have been aware of the occurrence. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year 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 grievant may present and process his or her grievance personally or through appropriate representative. In either event, the grievant shall be personally present at all steps of the grievance procedure. Should a grievant want to process his or her grievance personally or through an appropriate representative of his or her own choosing, he or she may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.

ARTICLE XIV (con't.)

4. No reprisals shall be taken by the Board or the Administration against any participant because he utilizes the grievance procedure.

5. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his or her grievance initially at the second step of the grievance procedure.

C. Procedure

1. STEP ONE:

- a. A grievant may initially discuss the matter, identified as a grievance, with the Principal or such person acting as the Principal in the latter's absence with the written authorization of the Superintendent of Schools in an attempt to settle the grievance informally. This is not intended to extend the time set forth in Section B, sub-section 1.
- b. A grievant shall file his grievance in writing by presenting the written grievance to the Principal and forwarding copies to the Superintendent of Schools and the Grievance Committee.
- c. The grievant and the Principal or such person acting as the Principal in the latter's absence with the written authorization of the Superintendent of Schools shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which it is filed.
- d. The Principal or such person acting as the Principal in the latter's absence with the written authorization of the Superintendent of Schools, shall communicate his decision in writing to the grievant not later than five (5) school days following the hearing. A copy of the decision shall also be forwarded at the same time to the Superintendent and the Grievance Committee.

2. STEP TWO:

- a. If the grievance has not been resolved at Step One of the procedure the grievant and his representative may file the grievance in writing to the Superintendent. This shall be done not later than five (5) school days following the written decision of the Principal or such person acting as the Principal in the latter's absence with the written authorization of the Superintendent of Schools.

ARTICLE XIV (con't.)

- b. The grievant and his representative and the Superintendent shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which the grievance was filed with the Superintendent.
- c. The Superintendent shall communicate his decision in writing to the grievant not later than ten (10) school days after the meeting. A copy of the decision shall also be forwarded at the same time to the Grievance Committee.

3. STEP THREE :

- a. If the aggrieved person is not satisfied with the disposition of his or her grievance at Step Two, or if the Superintendent has not communicated his decision in writing to the grievant as provided in Step Two, the grievant and his representative may request a hearing with the Board of its representative or representatives which shall consist of one or more persons designated by the Board. The request shall clearly explain the grievance and be made in writing not later than five (5) school days following the expiration of the ten (10) school days period provided in sub-section C of Step Two.
- b. The grievant and his representative and the Board or its representative shall meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which the grievance was filed with the Board. The grievant may have three (3) representatives present when his grievance is reviewed by the Board or its representative.
- c. The Board shall communicate its decision in writing to the grievant not later than fifteen (15) school days following the meeting. A copy of the decision shall also be forwarded at the same time to the Superintendent and the Grievance Committee.

4. STEP FOUR:

- a. In the event the grievant is dissatisfied with the determination of the Board aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to arbitration. The grievant shall request in writing that the Association submit the grievance to arbitration. If the Association decides the grievance is meritorious, it may submit the grievance to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board and the Association shall mutually agree upon a longer time period within which to assert such a demand.

ARTICLE XIV (con't.)

- b. The Board may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Association are also applicable to the Board.
- c. The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement.
- d. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators shall be made to the appropriate American Arbitration Association office. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- e. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly, and he shall issue his decision not later than twenty (20) days from the close of hearings or if oral hearings have been waived, then from the date that the final statements and proof are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of facts, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding.
- f. The costs for the services of the arbitrator including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expenses.
- g. A grievance form shall contain; Grievant, position, date, submitted to, statement of grievance, relief sought, signature, date.

D. Miscellaneous

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. 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 XV

MANAGEMENT RIGHTS CLAUSE

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their employment, or their dismissal or demotion and to promote and transfer all such employees; to relieve employees from duty because of lack of work or other legitimate reasons. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.
 3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto.
 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, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the United States.

ARTICLE XV (con't.)

- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws, or other national or state, county, district or local laws or regulations as they pertain to education.

- D. It is agreed by both parties that this Agreement comprises the total understanding of the parties and that no provision of this Agreement may be altered except by mutual consent of both parties. Such changes shall be reduced to writing duly executed by both parties and shall have the force and effect of all other provisions of this Agreement.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes a mutual covenant describing the terms and conditions of employment for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.
- B. 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, other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher in the bargaining unit, 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 the duration, shall be controlling.
- D. The Board and the Association agree that there shall be no discrimination and that practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- D. Copies of this Agreement shall be printed at the equal expense of the Board and the Association within thirty (30) days after the agreement is ratified and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
 - 1. If by Association to Board at:
44 North Main Street, New Egypt, New Jersey

ARTICLE XVI (con't.)

2. If by Board to Association President at:
 - a. During Normal School Year:
44 North Main Street, New Egypt, New Jersey
 - b. During the summer vacation to the address supplied by Association President.

- G. The Board will not unilaterally develop or implement any policy or decision that involves terms and conditions of employment. All such policies and decisions shall first be negotiated mutually with the Association and reduced to writing and signed by both parties.

- H. Except as this agreement shall otherwise provide, all terms and conditions applicable on the signing date of the Agreement to employees covered by this agreement as established by the rules, regulations and for policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement.

ARTICLE XVII

TEACHER-ADMINISTRATION LIASION

A. Faculty Council

1. **Organization:** The Association shall select a Faculty Council which shall meet with the Administration at least once a month during the school day for the duration of the school year. Said Council shall consist of not more than one (1) member for every seven (7) teachers in the school building, but shall in no event have less than five (5) members.
2. **Areas for Faculty Council considerations.** Areas for consideration by the Council shall include but not be limited to school building level decisions regarding:
 - a. Revision and development of educational building policies and practices.
 - b. Aid and develop specific criteria which shall be used for nonrenewal of contract or termination of employment for non-tenure teachers.
 - c. In the event there shall be a reduction in the number of teachers or specialists from previous years it will be communicated and discussed with Faculty Council.

- B. There shall be no release time or extra compensation for service on these committees.
- C. Final decisions on recommendations of this committee shall rest with the Board.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 1981 and shall continue in effect until June 30, 1982.

This Agreement shall not be extended orally and it is expressly agreed that it shall expire on its expiration date.

IN WITNESS WHEREOF, the Association has caused these presents to be signed by its President and Secretary, and the Board has caused these presents to be signed by its President, attested by its Secretary, and its seal to be affixed all on the day and year first above written.

PLUMSTED TOWNSHIP EDUCATION ASSOCIATION

President

Secretary

PLUMSTED TOWNSHIP BOARD OF EDUCATION

President

ATTEST: _____

Secretary

1981-82

	BA	BA + 30	MA	MA + 30
1	11,500	12,200	12,500	13,200
2	12,100	12,800	13,100	13,800
3	12,700	13,400	13,700	14,400
4	13,300	14,000	14,400	15,000
5	13,900	14,600	14,900	15,600
6	14,500	15,200	15,500	16,200
7	15,100	15,800	16,100	16,800
8	15,700	16,400	16,700	17,400
9	16,300	17,000	17,300	18,000
10	16,900	17,600	17,900	18,600
11	17,500	18,200	18,500	19,200
12	18,100	18,800	19,100	19,800
13	18,800	19,500	19,800	20,500
14	20,100	20,800	21,100	21,800
15	21,400	22,100	22,400	23,100

\$700.00 longevity after 15 years (step)

\$500.00 longevity after 20 years (step)

\$500.00 longevity after 25 years (step)

The Board may withhold, for inefficiency or good cause any increment provided for in this schedule. Any teacher so affected shall be guaranteed the due process provisions of Title 18A:29-14.

ARTICLE XX

AFTER SCHOOL AND EXTRA-CURRICULAR ACTIVITIES

Extra Curricular after school sports activities will include soccer, boys basketball, girls basketball, girls softball, and cheerleading. Total cost \$2000, less music (\$250)

Teachers involved in extra curricular activities after school relating to student council (2 each) safety patrol and music will be paid \$250.00 each.

Bedside tutoring shall be paid for at the rate of ten dollars (\$10.00) per hour.