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MAURICE RIVER TOWNSHIP BOARD OF EDUCATION

PORT ELIZABETH, NEW JERSEY

AGREEMENT

BETWEEN: MAURICE RIVER TOWNSHIP BOARD OF EDUCATION

AND

MAURICE RIVER TOWNSHIP TEACHERS' ASSOCIATION

EFFECTIVE DATE: JULY 1, 1992 THROUGH JUNE 30, 1994

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PREAMBLE

This Agreement entered into the 22nd day of October, 1992 by and between the Board of Education of Maurice River Township, hereinafter called the "Board", and the Maurice River Township Teacher's Association, hereinafter called the "Association."

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

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

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

ARTICLE 1

RECOGNITION

1:1 Unit

1:1.1 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 teachers whether under contract, on leave, on a per diem basis, employed by the Board, but excluding:

- |                            |                     |
|----------------------------|---------------------|
| Cafeteria Staff            | Maintenance staff   |
| Bus drivers                | Office Personnel    |
| Administrators             | Part-Time employees |
| <b>Substitute Teachers</b> | other than teachers |

1:2 Definition of Teacher

1:2.1 Unless otherwise indicated, the term "teachers" 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 2

NEGOTIATIONS AGREEMENT

- 2:1 This Agreement incorporates the entire understanding of the parties on issues which were or could have been the subject of negotiations.
- 2:2 This Agreement shall not be modified in whole or in part by the parties except by instrument in writing duly executed by both parties.
- 2:3 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 2:4 The Board and The Association agree to begin collective negotiations for a successor agreement according to the timetable established by the PERC, i.e., one hundred twenty (120) days prior to school board election. The parties agree to negotiate, in a good-faith effort, a successor agreement on all matters concerning the terms and conditions of teachers' employment and salaries. Any Agreement so negotiated shall apply to all Association members and be adopted by the Board and the Association.

ARTICLE 3

GRIEVANCE PROCEDURE

- 3:1 Grievance
- 3:1.1 A grievance shall mean a claimed breach, misinterpretation, or misapplication of the terms of this Agreement, board policies, and administrative decisions affecting employees' terms and conditions of employment.
- 3:2 Aggrieved Person
- 3:2.1 An aggrieved person is the person or persons of the Association making the claim.
- 3:3 Party in Interest

3:3.1 A party in interest is the person or persons making the claim, any person selected or approved by either the Association or the Board, any person including the Association or the Board who might be required to take action or against whom action might be taken in order to resolve the claim.

3:4 Purpose

3:4.1 The purpose of this procedure is to secure at the lowest possible level, 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.

3:5 Procedure

3:5.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

3:5.2 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following year could result in irreparable harm to the 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.

3:5.3 Any grievance must be filed within ten (10) school days of its occurrence.

3:5.4 All grievances shall be in writing and shall be filed using the approved grievance form attached hereto as Schedule A.

3:6 Level One - Principal or Immediate Supervisor

3:6.1 A teacher with a grievance shall first discuss it with his principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

3:7 Level Two - Superintendent

3:7.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association. Within five (5) school days after receiving the written grievance, the Association may refer it to the Superintendent.

3:8 Level Three - Board of Education

3:8.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the aggrieved person or the Association may file the grievance in writing to the Board.

3:8.2 Within twenty (20) school days of receipt of the grievance, the Board or a committee thereof, shall conduct a hearing. The Board or a committee thereof shall respond to the grievance within five (5) school days following the hearing.

3:9 Level Four - Arbitration

3:9.1 If the final decision reached by the Board is unacceptable to the aggrieved or the Association, the grievance may be submitted to arbitration within thirty (30) school days.

3:9.2 If the grievance is not filed within the time limits specified within this procedure, the grievance shall be considered invalid.

3:9.3 Within ten (10) school days after each such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain from said arbitrator a commitment to serve within the specified time, 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 the selection of an arbitrator.

3:9.4 The arbitrator so selected shall confer with the Board and the Association 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 hearings have been waived, from the date that final statements and proofs on the issue have been submitted

to him. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be subject to New Jersey Statutes Annotated or any other national, state, county, district, or local laws. The arbitrator shall not usurp the functions of the Board or the proper exercise of its powers, under the law and this Agreement. The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

3:9.5 The costs for the service of the arbitrator including per diem expenses, if any, and actual and necessary travel subsistence expenses, and the cost of the hearing room shall be born equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring them.

3:10 Rights of Teachers to Representation

3:10.1 Any aggrieved person(s) 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 and the Association shall have the right to have a representative present, as an observer, at all stages of the grievance procedure.

3:10.2 No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance by reason of such participation.

3:11 Miscellaneous

3:11.1 All decisions rendered at Levels Two, Three, and Four of the Grievance Procedure shall be writing setting forth the decision and reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.

ARTICLE 4

COMPLAINT PROCEDURE

4:1 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 following procedure.

4:2 The principal or immediate superior 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. If a teacher is disciplined as a result of such a complaint, the teacher shall have the option, to the extent provided by law, to appeal that discipline either through the parties' grievance procedure, or through an appropriate state agency.

## ARTICLE 5

### ASSOCIATION RIGHTS AND PRIVILEGES

#### 5:1 Release time for meetings

5:1.1 Whenever any officer or previously formally designated representative of the Association who has been so identified to the Superintendent of Schools, is mutually scheduled by the parties to participate during that teacher's scheduled working hours, in joint negotiations meetings, or in official steps of the grievance proceedings, such teacher shall not suffer any loss in pay for the hours so spent.

#### 5:2 Use of School Buildings

5:2.1 The Association and its representative shall have the right to use the school building 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. This shall be done with prior approval of the principals for scheduling purposes and shall not be unreasonably withheld. Reasonable time for use shall be construed as 8:00 a.m. to 10:00 p.m.

#### 5:3 Use of School Equipment

5:3.1 The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, adding machines, and all types of audio-visual equipment at reasonable times, when such equipment is otherwise not in use. It is understood that said equipment shall not be misused.

#### 5:4 Bulletin Boards

5:4.1 The Association shall have, in each building, the exclusive use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices.



5:5 Mail Facilities and Mail Boxes

- 5:5.1 The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary and without the approval of the principal or other members of the administration.

ARTICLE 6TEACHER RIGHTS AND RESPONSIBILITIES

- 6:1 In accordance with the existing laws, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the organization or Association and its affiliates for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a duly selected body exercising governmental power under color of the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975 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, his participation in any activities of 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. The Association agrees and recognizes that all unit members shall have the right to refrain from participation in any or all of the activities set forth in this paragraph. The Association will not discriminate against any unit member that exercises that right.
- 6:2 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 any other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- 6:3 No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- 6:4 Whenever any teacher is required to appear before any administrator or supervisor, 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 representative(s) of the Association present to advise him and represent him during such meeting or interview. This section shall not apply to the initial conference following a classroom observation.
- 6:5 No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

#### ARTICLE 7

##### TEACHING HOURS - TEACHING LOAD

- 7:1 As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in" or "clock out" by hours and minutes. Teachers shall indicate their presence for duty by initialing the appropriate column of the faculty "sign in" roster. At the conclusion of the teacher's work day, the teacher shall initial the "sign out" roster in the appropriate column.
- 7:2 Teachers shall be required to report for duty thirty (30) minutes before the opening of the pupils' instructional day, and shall be permitted to leave twenty-five (25) minutes after the close of the pupils' instructional day. A teachers' work day shall be defined as not more than six (6) hours and fifty-five (55) minutes which shall include a duty-free lunch period.

- 7:3 Teachers may leave the building without requesting permission during their schedule duty-free lunch periods. They shall inform the office or Principal of their intent to leave.
- 7:4 Teachers may be required to remain after the time set forth in Article 7:2 without additional compensation for the purpose of attending Faculty Meetings. The Superintendent or his designee may schedule ten (10) after school meetings per year but not on Friday, the day before a holiday, the day before school vacations, or on pay days. Any such meeting will last no longer than one (1) hour immediately following the end of the teachers official work day. Forty eight (48) actual hours notice will be given except in case of any emergency.
- 7:5 The Board retains the right to schedule Faculty Meetings/Workshops on half-days or after the end of a pupils half-day schedule. These meetings shall not be called on Fridays, or the day before school vacations. Forty-eight (48) hours notice will be given, except in the case of an emergency.
- 7:6 Teachers shall not be required to attend more than four (4) evening parent-teacher conferences to be scheduled no sooner than six (6) p.m. and running no later than eight (8) p.m. without additional compensation.
- 7:7 Teachers shall attend Back-to-School Night without additional compensation.

#### ARTICLE 8

##### NON-TEACHING DUTIES

- 8:1 Teachers shall not be required to perform the following duties beyond the teachers' work day:
- a. keeping money collected from students overnight
  - b. non-professional assignments such as supervising playgrounds, lunchrooms, and halls.
  - c. keeping registers
  - d. correcting annual or bi-annual district wide standardized tests used at the direction of the Board or the Administration with the exception of the Basic Skills Instructors administering entrance/exit tests, Child Study Team personnel

administering individual tests and selected teachers administering kindergarten screening tests.

## ARTICLE 9

### TEACHING EMPLOYMENT

- 9:1 Each teacher shall be placed on his proper step of the salary scale as of the beginning of the school year.
- 9:2 Previously accumulated unused sick leave days shall be restored to all teachers who are returning from an approved leave of absence.
- 9:3 Teachers shall be notified of their contract for the ensuing year no later than April 30th.
- 9:4 Should a teacher be drafted or due to national emergency enlists, he will be given credit for all military experience up to four (4) year's.
- 9:5 The Association president will be notified in writing by the Board Secretary of the hiring and salary of persons covered by this Agreement.
- 9:6 All teachers shall be given a written notice of their class and/or subject stations, building and room stations for the forthcoming year as soon as practicable. A list of said schedules and stations shall be simultaneously sent to the Association.
- 9:7 Teachers who may be required to use their own automobiles in the performance of their duties and/or teachers who are assigned to more than one (1) school day shall be reimbursed for all such travel at the rate of twenty-three (23) cents per mile for all driving done after arrival at the first location at the beginning of their workday.
- 9:8 The parties expressly recognize that it is the right of the Board to create, amend, or delete specific positions, including but not limited to extra-curricular positions.

ARTICLE 10TEACHER EVALUATION

- 10:1 Teachers will be evaluated by the guidelines set down by the New Jersey Administrative Code-Education Title 6, teacher evaluation regulations.
- 10:2 Observations shall be followed by a conference between the administrative/supervisory staff member who has made the observation and written evaluation and the tenured staff member within seven (7) school days, except in extenuating circumstances. The teacher will receive a copy of the written evaluation a minimum of one day before the conference. Both parties to such a conference will sign the completed written report and retain a copy of his/her records. All tenured and non tenured teaching staff members shall have the right to submit his/her written disclaimer of such evaluation within the ten (10) days following the conference and such disclaimer shall be attached to each party's copy of the evaluation report. NJSA 18A:27-3.1.
- 10:3 All certified teachers shall have a written Annual Performance Report completed yearly (NJAC 6:3-1.2).
- 10:4 An employee shall receive notice, with a copy of any and all material placed in his/her personnel file. Said employee shall have the right to respond, in writing, to such material, and such response shall be affixed to the material and placed in the personnel file.

ARTICLE 11SALARIES

- 11:1 The salaries of all teachers covered by this Agreement are set forth in Schedule B for 1992-93; and Schedule C for 1993-94. It is the intent of the parties that each teacher receive a six and one half (6.5%) percent increase from the teacher's 1991-92 base salary to achieve that teacher's 1992-93 base salary. It is the intent of the parties that each teacher receive an equal dollar increase in the 1992-93 base salary to achieve the 1993-94 base salary which reflects a six and one half (6.5%) percent increase unit wide.
- 11:1.1 Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

11:1.2 Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final day in June. The prevailing interest at the bank where the deposit is held shall be paid on these monies.

11:1.3 When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.

11:1.4 Each teacher who participates in an extra-curricular activity as recommended by the Superintendent and approved by the Board of Education shall be compensated as follows. The number of advisors listed below shall be the maximum number assigned and at the discretion of the Superintendent.

<u>Activity</u>	<u>Advisors</u>	<u>Compensation</u>
Graduation	5	\$100
Science Fair	2	\$150
History Fair	2	\$150
Field Day	2	\$150
Art Fair	2	\$150
Flag Football	2	\$300
Gymnastics	2	\$300
Softball	2	\$300
Hockey	2	\$300
Basketball	2	\$300
Soccer	2	\$300

<u>Activity</u>	<u>Advisors</u>	<u>Compensation</u>
Volleyball	2	\$300
Tennis	2	\$300
Big Brother-Big Sister	1	\$300
Bowling	2	\$300
Yearbook	1	\$500
Photography Club	1	\$500
Student Council	1	\$500
Safety Patrol	1	\$500
Music Programs (weekend and evening performances)	2	\$500

11:1.5 Reimbursement for travel expenses shall be given to any faculty member, upon recommendation of the principal and approval of the Board, for travel that falls outside the realm of his prescribed duties.

11:1.6 A new step, called "base step" will be established on the salary guide. The base step is equivalent to zero

(0) years experience. This step will not effect the movement of present employees on the guide.

11:1.7 Longevity 1992-93

An additional compensation for longevity as established in the 1980-81, and expanded in the 1989-92 and 1992-94 contracts shall remain a part of this Contract and as follows:

After fifteen (15) years of service in Maurice River Township, longevity of \$320.

After the completing of twenty (20) years of service in the Maurice River Township School District, the amount of a teacher's pay shall increase eight hundred and fifty two (\$852.00) dollars above the salary guide.

After the completion of twenty-five (25) years of service in the Maurice Township School District, the amount of a teacher's pay shall increase eight hundred and fifty two (\$852.00) dollars above the salary guide.

After the completion of thirty (30) years of service in the Maurice River Township School District, the amount of a teacher's pay shall increase eight hundred and fifty two (\$852.00) dollars above the salary guide.

11:1.8 Longevity 1993-94

An additional compensation for longevity as established in the 1980-81, and expanded in the 1989-92 and 1992-94 contracts shall remain a part of this Contract and as follows:

After fifteen (15) years of service in Maurice River Township, longevity of \$340.

After the completion of twenty (20) years of service in the Maurice River Township School District, the amount of a teacher's pay shall increase nine hundred and seven (\$907.00) dollars above the salary guide.

After the completion of twenty-five (25) years of service in the Maurice Township School District, the amount of a teacher's pay shall increase nine hundred and seven (\$907.00) dollars above the salary guide.

After the completion of thirty (30) years of service in the Maurice River Township School District, the amount of a teacher's pay shall increase nine hundred and seven (\$907.00) dollars above the salary guide.

- 11:1.9 Part-time teachers shall receive pro rata salary, in accordance with their schedules.
- 11:1.10 Should the responsibilities associated with the position of Chairperson of the Child Study Team be shared among team members, the stipend of eight hundred dollars (\$800.00) for said positions shall be split by those sharing the responsibilities.

## ARTICLE 12

### SUMMER SCHOOL-HOME TEACHING

- 12:1 All openings for positions in the accredited summer school, home teaching, federal projects, and other programs (including nonteaching positions for which teachers may be qualified and eligible) shall be published by the principals to the teaching staff as soon as the vacancy becomes known.
- 12:2 Compensation for positions in 12:1 will be as follows:  
1992-93 year of contract, \$21.00/hour; and 1993-94 year of contract, \$22.00/hour for accredited summer school, home instruction, federal projects, and other programs such as summer curriculum work, kindergarten registration.

## ARTICLE 13

### TEACHER-ADMINISTRATION LIAISON

- 13:1 The Association's representatives shall meet with the principal during the school year to review and discuss current school programs and practices and the administration of this Agreement.
- 13:2 Meetings may be monthly.
- 13:3 Other meetings may be arranged when deemed necessary by the Association or the Principal.



ARTICLE 14SICK LEAVE

14:1 Full-time teachers who are steadily employed by the Board and who are absent because of personal illness or quarantine shall be allowed sick leave with full pay for twelve (12) days in any school year. Part-time teachers shall have their sick days prorated in accordance with their schedules.

If any such teacher requires in any school year less than the specified number of days sick leave with pay allowed, all days of such sick leave not utilized shall be accumulative to be used for additional sick leave as needed in subsequent years.

14:2 Any teacher absent from school for three (3) or more days consecutively shall be required to present a doctor's certificate stating that the teacher is able to resume his teaching duties.

14:3 Teachers shall be given a written accounting of accumulated sick leave days upon commencement of the school year.

14:4 Teaching staff members covered by this contract, after a minimum of ten (10) years of service with the Maurice River Township School District, and retiring under the rules of eligibility stated in the Teacher's Pension and Annuity Fund regulations, will be eligible and receive payment for unused accumulated sick leave in accordance with the following format:

A. Payment for unused accumulated sick leave shall be at the rate of \$50.00 per day on a one-to-one basis.

B. Payment for unused accumulated sick leave will be as follows:

1992-93 year of contract, payment will be for 140 days; and, 1993-94 year of contract, payment will be for 145 days.

C. Teachers may accumulate unlimited sick leave as provided for by statute. The above formula is for clarification as to the amount of payment teachers will be eligible to receive upon meeting these requirements.

- D. If a teacher dies while employed by the district, the estate of the deceased shall receive the unused sick leave reimbursement of the teacher in accordance with the above stated provisions.

## ARTICLE 15

### TEMPORARY LEAVES OF ABSENCE

- 15:1 Teachers shall be entitled to the following temporary leaves of absence with full pay each school year.
- 15:1.1 Full-time teachers shall be entitled to up to three (3) days leave of absence for personal, legal, business, household or family matters which requires absence during school hours. Part-time teachers shall receive a pro rata amount of days in accordance with their schedules. Applications for these personal days must be made to the principal at least three (3) days before the taking of such leaves (except in the case of emergencies). Unused personal days shall be added to accumulated sick leave days.
- 15:1.2 Time necessary for appearance in any legal proceedings connected with the teacher's employment or with the school system, except where the Board and teacher are adversaries, e.g., tenure hearing and PERC hearing.
- 15:1.3 Up to five (5) days for absence due to death of mother, father, spouse or child. Up to three (3) days for absence due to death of other family members. Other family members of the employee are defined as brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, grandchildren, and step relatives. Employees will qualify for funeral pay only for lost time during the first five calendar days following the date of death. The employee shall be entitled to additional funeral leave as specified above should he suffer more than one death in the family in a school year.
- 15:1.4 Other leaves of absence with pay may be granted by the Board for good reason upon the recommendation of the Superintendent of Schools.

ARTICLE 16EXTENDED LEAVES OF ABSENCE

- 16:1 Military Leave  
Military leave without pay will be granted to any teacher who is drafted or enlists in any branch of the Armed Forces of the United States for the period of said service due to national emergency.
- 16:2.1 Child Rearing Leave  
Application for child rearing leave shall be made if at all possible at least three (3) months prior to the anticipated birth of the child. Application shall be on forms provided by the Board.
- 16:2.2  
Child-rearing leave shall be granted to employees for an amount of time up to and including the balance of the school year during which the child is born. The employee may apply for an additional year of child-rearing leave. The employee shall indicate in writing the amount of time desired for the leave in accordance with #1 above before the April 1 preceding the additional full year if at all possible.
- 16:2.3  
Any employee adopting a child shall be granted a leave in conformity with the provisions above and such leave shall commence by the date on which the employee obtains custody of the child. Notice shall be given to the Board at least sixty (60) days prior to the anticipated date of custody if possible, or as soon as the date is known.
- 16:2.4  
Returns from said leave shall occur on the first day of a marking period if the employee on leave has given to the Board written notice of an intention to return at least forty-five days before that date, if at all possible.
- 16:2.5  
Extensions of child-rearing leave may be granted by the Board under Article 16:2.8.
- 16:2.6  
Any teacher who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to her annual and accumulated sick leave with pay during the period of absence.

- 16:2.7 Any female or male teacher adopting an infant child shall receive similar leave which shall commence upon her receiving defacto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
- 16:2.8 All extensions or renewals of leaves shall be applied for by the teacher. Upon the recommendation of the Superintendent of Schools, such leaves may be granted by the Board and put in writing.

## ARTICLE 17

### PROFESSIONAL IMPROVEMENT

- 17:1 The Board recognizes that it shares with its' professional staff responsibility for the upgrading of educational performance and attitudes. To provide for the upgrading of performance by teachers, the Board agrees to pay actual tuition costs of courses taken by a teacher at accrediting colleges or universities up to twelve (12) credits per year, from July 1 to June 30, limited to the rates in effect at Glassboro State College at the time the course was taken.
- 17:1.1 Teachers taking courses during the first three years of employment in Maurice River Township will not receive remuneration until tenure has been secured.
- The remuneration will then be retroactive and will be paid to the teacher in a lump sum within sixty (60) days after the teacher has secured tenure.
- 17:1.2 All courses must be approved by the Superintendent. In general, only courses leading to a graduate degree or courses relating to the teacher's field will be approved.
- 17:1.3 Teachers will be reimbursed when:
- A. They have completed a course.
  - B. They have documentation proving that they paid for the course.
  - C. 100% reimbursement for a grade of "C" or better; no reimbursement if below a "C".

ARTICLE 18PROTECTION OF TEACHERS-STUDENTS-AND PROPERTY

- 18:1 Teachers shall not be required to work under unsafe or hazardous conditions or to perform task which endanger their health or safety.
- 18:2 As specified in 18A:6-1, a teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening his person; physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.
- 18:3 Whenever any action is brought by the Board against a teacher before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board shall reimburse him for the cost of this defense if the action is dismissed, or results in final decision in favor of the teacher.
- 18:4 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.
- 18:4.1 When absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence less any monetary sum awarded by worker's compensation but shall not forfeit any sick leave or personal leave.
- 18:4.2 The Board shall reimburse teachers for the reasonable cost of any clothing or personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment.

ARTICLE 19MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- 19:1 A definition of the duties and responsibilities of all teachers pertaining to student discipline shall be reduced to writing by the principal and presented to each teacher at the start of each school year.

ARTICLE 20INSURANCE PROTECTION

20:1 As of the beginning of the school year, the Board shall provide the health-care insurance protection designated below.

20:1.1 Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall be the State Health Benefit Plan.

20:1.2 For each teacher, who remains in the employ of the Board for the full year and who qualifies under the carriers' rules, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st.

When necessary, payment of premiums in behalf of the teacher shall be made retroactively to assure uninterrupted coverage and participation.

20:1.3 The Board will allow retired employees to remain part of the group plan if such employees pay the premium.

20:1.4 The Board shall provide each teacher a description of the health-care insurance coverage provided under this article no later than the beginning of the school year, which shall include a clear description of the conditions and limits of coverage.

20:1.5 All qualified unit members shall be eligible at unfixed rates for the full Family State Health Benefits Plan.

20:1.6 All qualified unit members shall be eligible at unfixed rates for the family Prescription Plan. **The co-pay for this Prescription plan shall be \$2/\$4 for 1992-93; and \$3/\$5 for 1993-94. This co-pay is intended to be applied so that for a generic drug, the lower co-pay is charged, while for a brand name drug, the higher co-pay rate is charged.**

20:1.7 All qualified unit members shall be eligible at unfixed rates for the Family Dental Health Plan.

20:1.8 The Family Prescription Plan, and the Family Dental Plan as outlined in paragraphs 20:1.6, and 20:1.7 Supra, except for co-pay adjustments, shall contain exactly the same benefits as specified by the terms of the Siracusa

Benefits Programs pursuant to the contract of July 1, 1985 through June 30, 1987.

ARTICLE 21

PERSONAL AND ACADEMIC FREEDOM

21:1 Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to professional employment of such teacher, providing said activities do not violate any local, state, or federal law.

ARTICLE 22

TEACHER WORK YEAR

22:1 In School Work Year

22:1.1 The in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one-hundred and eighty-four (184) days.

22:1.2 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.

22:1.3 Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

22:1.4 The work day prior to Thanksgiving vacation, Christmas vacation, and Spring Recess shall not exceed **four hours and fifty five minutes (4hrs. & 55 min.)**.

ARTICLE 23SABBATICAL LEAVE

- 23:1 The Board, upon the recommendation of the Superintendent, may grant sabbatical leave during one (1) academic year (September to June) to qualified teaching personnel for the purpose of study in a field of specialization needed in the district in an accredited college or university, or other purpose as may be approved by the Board.
- 23:2 The employee shall apply for such leave in writing to the Superintendent no later than February 1 of the school year preceding the school year for which the sabbatical leave is requested. Such requests must contain significant rationale setting forth the value of such leave to the school district. The employee shall be advised of the Board's action on the application immediately following the Board meeting in February.
- 23:3 In order to apply, a teacher must have been employed by the Maurice River Township Board of Education at least seven (7) complete consecutive years, and be a nonrecipient of a sabbatical leave during the seven (7) preceding years. The leave shall be granted for no more than one (1) academic year.
- 23:4 A teacher on sabbatical leave shall receive as compensation during the period of his leave fifty percent (50%) of the salary which he would have received if he had remained on active duty.
- 23:5 The number of people given sabbatical leave in any one academic year shall not exceed one (1) teacher.
- 23:6 Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he had when he left on sabbatical leave.
- 23:7 Any teacher granted sabbatical leave of absence must agree in writing to return to the service of the Maurice River Township School System for a period of one (1) year. Should such employee fail to return to the system upon completion of the sabbatical leave, he shall refund all the compensation paid to him by the Board. This agreement shall be cancelled in the event of death or total disability for the teacher prior to return.
- 23:8 The teacher on leave shall determine with the Board Secretary in advance of beginning the leave, the



necessary deductions from his salary so as not to jeopardize pension, medical insurance, and other benefits.

23:9 A report or summary of the sabbatical leave shall be submitted to the Board upon completion of the leave.

ARTICLE 24

MANAGEMENT RIGHTS

24:1 "1. The Board, on its own behalf and on behalf of the students and taxpayers 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 applicable laws and regulations of the State of New Jersey, including, but without limiting the generality of the foregoing, the right:

(a) To the executive management and administrative control of the school system, its properties and facilities, and the in school activities of its employees;

(b) To hire all employees, and subject to applicable provisions of law, to determine their qualifications, the conditions of their continued employment, their discipline or dismissal, and to promote or transfer all such employees, or to refrain from any such activities;

(c) To establish, modify or delete grades, courses of instruction, curriculum, special programs, and to provide or refrain from providing for athletic, recreational, extra-curricular, and social events for students, all as deemed necessary or advisable by the Board;

2. Nothing contained herein shall be construed or considered to deny or restrict the Board of any of its rights, responsibilities and/or authority under the laws, rules and regulations of the State of New Jersey or of the United States, or any local rule, regulation or policy as it pertains to education."

ARTICLE 25MISCELLANEOUS25:1 Air Conditioners

The Board will maintain any air conditioner(s) the Association may purchase for the teachers' (Faculty) lounge(s).

25:2 Pay Telephone

The Board will install telephone(s) in each faculty lounge and pay the monthly charges for local calls only.

25:3 Payroll Deductions

All members of the Association shall be eligible for membership in the Cumberland School Employee's Federal Credit Union. The Board agrees to deduct contributions from salaries as designated by each individual member of the Association, with said monies, together with the necessary records, to be forwarded semi-monthly to the above named credit union.

All payroll deduction requests are to be in writing and received in the Business Office thirty (30) days prior to the effective date of contribution. Employee shall advise payroll of appropriate deductions in writing.

Deductions shall be those in accord with Code. Direct deposit shall be available to staff and shall be net pay to staff's designated bank.

The Business Office will be solely responsible for the deduction of monies and the transmittal of same. However, all statements and verification of accounts, loans or any other reporting such as income tax or other reports required by law or the Association, will be the responsibility of the Association or its members.

25:4 Contract Printing

The cost of printing this contract shall be borne by the Board of Education. The Board at its option shall print or photo-copy this contract and shall provide copies to the members of the Teachers' Association.

ARTICLE 26

DURATION OF AGREEMENT

26:1 This Agreement shall be effective and not subject to amendment as of July 1, 1992 and shall continue in full force and effect until June 30, 1994. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

26:2 In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and will be effective on the days and year first written above.

MAURICE RIVER TOWNSHIP BOARD OF EDUCATION

By: *Lee Cox*  
Lee Cox, President

Attest: *Ann Timmons*  
Ann Timmons, Secretary

MAURICE RIVER TOWNSHIP TEACHERS' ASSOCIATION

By: *Ann Mary Shevelson*  
Ann Mary Shevelson, President

Attest: *Ann Timmons*  
Secretary

SCHEDULE A

Maurice Rive Township Schools  
Grievance Report

Grievance # \_\_\_\_\_ Date Filed \_\_\_\_\_  
(Submit to Principal or  
Immediate Supervisor in Duplicate)

Building                      Name of Grievant                      Assignment

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. State of Grievance

2. Relief Sought

C. Disposition by Principal or Immediate Superior

\_\_\_\_\_  
(Signature)                      (Date)

D. Position of Grievant and/or Association \_\_\_\_\_ Accept  
\_\_\_\_\_ Reject.

\_\_\_\_\_  
(Signature)                      (Date)

STEP II

A. Date Received by Superintendent \_\_\_\_\_

B. Disposition of Superintendent

\_\_\_\_\_  
(Signature) (Date)

C. Position of Grievant and/or Association \_\_\_\_\_ Accept  
\_\_\_\_\_ Reject

\_\_\_\_\_  
(Signature) (Date)

STEP II

A. Date submitted to the Board of Education \_\_\_\_\_

B. Disposition of Board of Education

\_\_\_\_\_  
(Signature) (Date)

C. Position of Grievant and/or Association \_\_\_\_\_ Accept  
\_\_\_\_\_ Reject

\_\_\_\_\_  
(Signature) (Date)

STEP IV

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitration

\_\_\_\_\_  
(Signature) (Date)

Note: All provisions of Article 3 of the Agreement date July 1, 1992 to June 30, 1994.

SHALL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCE

SCHEDULE "B"  
SALARY GUIDE 1992-1993

<u>Years Experience</u>	<u>Step</u>	<u>B.A.</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>
0	0	25,773	26,519	27,264	28,010
1	1	26,838	27,584	28,329	29,075
2	2	27,903	28,649	29,394	30,140
3	3	28,968	29,714	30,459	31,205
4	4	30,033	30,779	31,524	32,270
5	5	31,098	31,844	32,589	33,335
6	6	32,163	32,909	33,654	34,400
7-12	7	33,228	33,974	34,719	35,465
13	8	33,974	34,719	35,464	36,210
14	9	34,826	35,571	36,316	37,062
15	10	35,678	36,423	37,168	37,914
16	11	36,530	37,275	38,020	38,766
17	12	37,382	38,127	38,872	39,618
18	13	38,340	39,086	39,831	40,577
19	14	39,405	40,151	40,896	41,642
20	15	40,470	41,216	41,961	42,707
21	16	41,535	42,281	43,026	43,772
22	17	42,600	43,346	44,091	44,837
23	18	43,665	44,411	45,156	45,902
24	19	44,730	45,476	46,221	46,967
25	20	45,795	46,541	47,286	48,032
26	21	47,712	48,458	49,203	49,949

SCHEDULE "C"  
MAURICE RIVER TOWNSHIP  
SALARY GUIDE 1993-1994

<u>Years Experience</u>	<u>Step</u>	<u>B.A.</u>	<u>B+15</u>	<u>B+30</u>	<u>M</u>
0	0	27,295	28,041	28,786	29,532
1	1	28,360	29,106	29,851	30,597
2	2	29,425	30,171	30,916	31,662
3	3	30,490	31,236	31,981	32,727
4	4	31,555	32,301	33,046	33,792
5	5	32,620	33,366	34,111	34,857
6	6	33,685	34,431	35,176	35,922
7	7	34,750	35,496	36,241	36,987
8-13	8	35,815	36,561	37,306	38,052
14	9	36,561	37,307	38,052	38,798
15	10	37,413	38,159	38,904	39,650
16	11	38,265	39,011	39,756	40,502
17	12	39,117	39,863	40,608	41,354
18	13	39,969	40,715	41,460	42,206
19	14	40,927	41,673	42,418	43,164
20	15	41,992	42,738	43,483	44,229
21	16	43,057	43,803	44,548	45,294
22	17	44,122	44,868	45,613	46,359
23	18	45,187	45,933	46,678	47,424
24	19	46,252	46,998	47,743	48,489
25	20	47,317	48,063	48,808	49,554
26	21	48,382	49,128	49,873	50,619
27	22	50,299	51,045	51,790	52,536