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**Contract Between
Colts Neck Township
Board of Education**

and

**Colts Neck Township
Education Association**

**Effective
July 1, 1996 through June 30, 1999**

#1005

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Coles Neck Township
Board of Education

and

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Education Association

Effective
July 1, 1990 through June 30, 1999

TABLE OF CONTENTS

Article No.	Title	Page No.
I	Recognition	1
II	Negotiation of Successor Contract	2
III	Grievance Procedure	3
IV	Teacher Rights and Responsibilities	8
V	Association Rights and Responsibilities	10
VI	School Calendar/Teacher Work Day	11
VII	Fair Dismissal Procedure	12
VIII	Temporary Leaves of Absence	13
IX	Extended Leaves of Absence	15
X	Accumulated Sick Leave	18
XI	Tuition	20
XII	Salary Guide Placement	22
XIII	Insurance	24
XIV	Deductions from Salary	28
XV	Duration of Contract	31
XVI	Salaries and Benefits	32

ARTICLE I

RECOGNITION

A. Bargaining Unit

The Colts Neck Township Board of Education hereby recognizes the Colts Neck Township Education Association as the exclusive and sole representative for collective negotiation for terms and conditions of employment for all persons here agreed by the Board and the Association to be covered by this contract. Those covered by the contract are identified as all full-time regularly employed salaried and certificated personnel, excluding administrators.

B. Definition of Member of Bargaining Unit

Unless otherwise indicated, the term "employee" when used herein shall refer to a member or members of the Bargaining Unit as defined above, male and female. In addition, masculine pronouns will be understood to apply equally to female employees.

C. Hereinafter, it is understood that the Colts Neck Township Board of Education may be referred to as "The Board," and the Colts Neck Township Education Association may be referred to as "The Association."

ARTICLE II

NEGOTIATION OF SUCCESSOR CONTRACT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor contract in accordance with Title 34:13A-1 through 13A-13, in a good faith effort to reach agreement on matters concerning the terms and conditions of employees' employment.

Any contract so negotiated shall apply to all employees, be reduced to writing, and be submitted to the Association and Board for a ratification vote. Upon adoption, the contract shall be signed.

B. Modification

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

C. The contract shall be contingent upon the continuation in force of a non-coercion policy by the Board of Education for curriculum revision, home instruction and those extracurricular and club activities not listed in the contract.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

1. A "Grievance" shall mean a complaint by an employee as defined in Article 1.
2. An "aggrieved party" is the person, persons, or the association making the complaint.
3. A "party to the grievance" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Procedure

1. A grievance to be considered under this procedure must be initiated by the aggrieved party within 30 calendar days of its occurrence. If a grievable situation occurs during the time school is not in session during the summer, the time period shall commence with the first day that school reconvenes in September.
2. 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 the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
3. After a grievance is presented in writing, nothing contained herein shall be construed as limiting the right of an aggrieved party to discuss the matter informally with any appropriate member of the administration.
4. An aggrieved party may be represented at all levels of the grievance procedure by himself, or at his option, the Association.

5. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next level. Failure at any level of this procedure by the aggrieved party to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
6. It is understood that the aggrieved party shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
7. 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 written mutual agreement.
8. In the event a grievance is filed at such time it can not 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 school year, could result in irreparable harm to a party to the grievance, the time limits set forth herein may 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.
9. No reprisals of any kind shall be taken by the Board, any member of the Administration, or by any member of the Association against any party to the grievance by reason of his participation in the grievance procedure.

C. Implementation

1. A party with a grievance shall first discuss it with the Principal or immediate supervisor except when covered by C3 below, either directly or through the Association, with the objective of resolving the matter informally.

2. If as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party within five school days, he shall set forth his grievance to the Principal or immediate supervisor in writing specifying:
 - a. the nature of the grievance
 - b. the nature and extent of the injury, loss, or inconvenience
 - c. the interpretation of previous discussions
 - d. the dissatisfactions with decisions previously rendered
 - e. the specific remedy sought, where feasible

The formal grievance procedure shall begin with this notice.

The Principal shall communicate his decision to the aggrieved party in writing within five school days of receipt of the written grievance.

3. When the grievance is considered by the grievant to be unrelated to or beyond the purview of his Principal or immediate supervisor, the grievant may circumvent same but will forward a copy of the grievance to his immediate supervisor at the time of its initiation. The final determination to allow circumvention of the Principal or immediate supervisor will be at the sole discretion of the Superintendent.

The Superintendent's decision will be rendered in writing to the grievant and his Principal or immediate supervisor within five school days following his receipt of the written grievance.

4. The aggrieved party, no later than five school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in duplicate, reciting the matter submitted to the Principal as specified above and his dissatisfaction with decisions previously rendered. The Superintendent will forward one copy of the appeal to the President of the Association. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten school days. The Superintendent shall communicate his decision in writing to the aggrieved party, the Principal, and the President of the Association.

5. If the grievance is not resolved to the aggrieved party's satisfaction he may request, no later than five school days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach papers only related to the grievance and forward the request to the Board within five school days of its receipt from the aggrieved party. The Board shall review the grievance and, at the option of the Board or the aggrieved party, hold a hearing with the aggrieved party. When the aggrieved party is not represented by the Association, the Association shall have the right to be present as observers. The President of the Board or his designated alternate from the Board shall be the presiding officer in a hearing. The Board will render a decision in writing within thirty calendar days of receipt of the grievance by the Board.

6. If the aggrieved party is dissatisfied with the decision of the Board, he may request in writing within ten school days that the Association submit the grievance to arbitration. If the Association wishes review by a third party, the Association shall notify the Board within ten school days after receipt of the aggrieved party's request and may submit the grievance to arbitration within fifteen school days after receipt of the aggrieved party's request.

The following grievances shall not be deemed arbitrable:

- a. any matter for which a specific method of review is prescribed either by law or any regulation of the State Commissioner of Education.
- b. any matter which according to law is either beyond the scope of Board authority or limited to action by Board alone.
- c. a complaint of a non-tenured teacher which arises by reason of his not being reemployed.
- d. a complaint by any teacher occasioned by appointment to, or lack of appointment to, any position for which tenure is either not possible or not required.

D. Arbitration Procedure

1. A request for an arbitrator may be made by either party to the grievance to the Public Employment Relations Commission (PERC). The parties agree to be bound by the rules of the Public Employment Relations Commission (PERC).
2. The arbitrator shall limit himself to the issues submitted to him. The arbitrator shall not have the right or authority to add to or subtract from the precise language of the agreement.
3. The arbitrator's decision shall be binding on the parties or advisory to the parties as specified.
 - a. Only grievances alleging that there has been a violation of the express written terms of this negotiated agreement shall be subject to binding arbitration.

- b. Grievances concerning the interpretation, application or alleged violation of statutes, Board policies and administration decisions affecting terms and conditions of employment or of statutes and regulations setting terms and conditions of employment shall be subject only to advisory arbitration.

E. Costs

1. Each party to the grievance will bear the total costs incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the parties to the grievance and such costs will be shared equally.
3. An employee who voluntarily attends an arbitration proceeding (i.e. his presence is not required by the arbitrator) and, because of this attendance is unable to perform his duties, will have the cost of the substitute deducted from his pay.

ARTICLE IVTEACHER RIGHTS AND RESPONSIBILITIES

- A. 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 and out" by hours and minutes. Every teacher shall indicate his presence for duty and departure from duty, by initialing the appropriate column of the faculty "sign-in" roster at the time of his arrival and at the time of his departure.
- B. Every teacher shall have a scheduled duty free lunch period of not less than 45 consecutive minutes. In addition, the Board shall, within the hours during which the students are scheduled in school, provide teachers with a daily preparation time. This time shall not be less than 15 consecutive minutes in any day, with a minimum of 15 consecutive minutes guaranteed on shortened session days, and not less than 150 minutes within any 5-day cycle. Teachers shall not be assigned any other duties during this time, except during an emergency. Teachers will be assigned by the administration as required to implement this provision. The provision of professional time will be implemented by the 10th day of school except where extraordinary conditions exist. In no case will implementation be later than October 1st.
- C. Teachers shall be in school 7 hours daily.
- D. Criticism of a teacher or his instructional methodology by a supervisor, administrator, or Board member shall be made in confidence and not in public forum.
- Criticism by a teacher of the administration or the Board shall be made in confidence and not in public forum.
- E. No teacher shall be dismissed or reduced in compensation if he is under tenure of office, position or employment during good behavior and efficiency in the school system, except for inefficiency, incapacity, unbecoming conduct, or other just cause, and then only after a hearing held pursuant to law after written charges of the cause or complaint shall have been preferred against such person, signed by the person making the same provided that nothing in this Article shall prevent the reduction of the number of persons holding such offices, positions, or employment under the conditions provided by New Jersey's law.

- F. No teacher shall be reprimanded or disciplined without just cause.
- G. In case a reduction in force is necessitated by lower enrollment or by other circumstances totally unrelated to individual employee job performance, prior tenured employees who are certified for a position, when that type of position becomes available, shall be specifically notified in accordance with law. In the case of non-tenured employees, notification shall be limited to the school year immediately following reduction in force.

The employee shall notify the administration of his/her interest in the position within one week from the date of notification.

ARTICLE VASSOCIATION RIGHTS AND RESPONSIBILITIESA. Use of School Facilities

The Association and its representatives shall have the privilege to use school buildings at all reasonable times outside of school hours for meetings, providing the desired facility is not otherwise in use, and prior approval of the building Principal is obtained. Any extra costs from building use shall be paid for by the Association in accordance with building use guidelines.

B. Use of School Equipment

The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times outside of school hours, providing such equipment is not otherwise in use and providing the building Principal regards the equipment as being in satisfactory condition for the extra use. The Association shall furnish materials and supplies incidental to such use, and pay reasonable costs for repair necessitated as a result of such use.

C. Mail Facilities and Mailboxes

The Association shall have the right to use interschool mail facilities and school mailboxes as it deems necessary and without the approval of building Principals or other administrative personnel.

D. Up to an aggregate of six (6) person days shall be allowed for staff representatives of the Association to attend conferences and conventions of state and national affiliated organizations, or to conduct Association business. This released time will be granted, as required for the occasions stipulated, during the period of September 1st through June 30th, upon prior notification to the building Principal of the impending absence.

The person(s) utilizing the released time shall be chosen by the Association President or his designated representative. The Board or its representative shall not deny such leave when requested under this section.

ARTICLE VISCHOOL CALENDAR/TEACHER WORK YEAR

- A. The school calendar will consist of 183 teacher days.

The final determination of the precise school calendar will be the responsibility of the Board of Education; however, the Superintendent will meet with the Executive Board of the Association in order to receive information of concern to the membership in reaching the final determination.

- B. Two evening conferences may be scheduled annually with a two hour and fifteen minute (2:15) maximum for each evening of conferences. The day on which evening conferences are held shall be a regular school day. The Friday immediately following the evening conference will be a shortened session day with the teachers leaving at student dismissal time.

- C. The Association agrees to work seven (7) extended days without additional remuneration during each school year, in addition to the existing monthly faculty meeting. These extended days shall be no more than one per month, 90 minutes in length and shall commence no later than 10 minutes after the students are dismissed.

ARTICLE VII

FAIR DISMISSAL PROCEDURE

On or before May 15th of each year, the Board shall give to each non-tenured teacher continuously employed since the preceding September 1st either;

1. A written offer of a contract for employment for the next succeeding year providing at least the same terms and conditions of employment but with such increase in salary and benefits as may be required by law, or
2. A verbal notification by the Superintendent or, in his absence, by Board designee, five (5) working days before the regular Board meeting to consider contracts that the Board does not intend to offer such employment and requesting the teacher to exercise one of the following options:
 - (A) To receive a written notice from the Board that such employment shall not be offered, or
 - (B) To submit a letter of resignation
 - (C) A non-tenured teacher who has been given notice of non-renewal of his contract may, if he so requests, be given reasons therefore an opportunity, if desired, to discuss the matter informally with the Board or a committee thereof. A complaint of a non-tenured teacher which arises by reason of his not being reemployed is not subject to the grievance procedure.

ARTICLE VIIITEMPORARY LEAVES OF ABSENCE

A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay for each school year:

1. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during working hours. Application to the employee's immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to check the general reason for taking leave on the appropriate form. Unused leave under this section will convert to accumulated sick leave at the end of each contract year.

2. Time necessary for appearance in any legal proceeding connected with the employee's employment, or with the school system if the employee is required by law to attend.

3. a. In the case of the death of a member of the immediate family (spouse, parents, children, grandchildren, siblings, grandparents, and corresponding in-laws) wherever domiciled, or any relative domiciled in the employee's residence, up to five (5) days total annually.

Up to three (3) days total annually in the event of death of other family members not residing in the household of the employed.

Additional leave for death may be granted upon approval of the Superintendent.

b. Up to five (5) days total annually in the event of serious illness in the immediate family (spouse, parents, children, siblings, grandparents, and corresponding in-laws), wherever domiciled, or any relative domiciled in the employee's residence. An explanation of the illness shall be provided on the leave form for informational purposes only. No Family Illness day may be denied.

Additional leave for serious illness may be granted upon approval of the Superintendent.

4. Other leaves of absence with pay may be granted by the Board for good reason.

5. Jury Duty will be granted with pay less the Jury Duty stipend.

B. Leaves taken pursuant to Section A above shall be in addition to ten (10) days accumulative sick leave to which each full-time employee is entitled. Part-time employees' sick leave shall be prorated.

C. When, in the judgment of the Board of Education there is good cause to doubt the validity of a sick leave claim, the Board may require a physician's certificate to be filed, by the employee, with the Board Secretary to verify the sick leave claim before the leave is granted with pay.

D. For the purposes of this Article, a part-time employee's day shall be defined as the number of hours normally worked daily by that employee.

E. Professional Day/School Business Day

1. A professional day is to be defined as a day requested by the teacher and approved by the immediate supervisor and Superintendent to attend a workshop, conference, seminar, observation, etc., outside of the school district. It is non-chargeable to any other leave under this Article.

2. A school business day is to be defined as a day on which the administration requests a teacher to attend any of the above activities outside of the district. It is non-chargeable to any other leave under this Article.

3. Attendance at meetings by teachers within the district will be considered no different than a regular school day.

ARTICLE IX**EXTENDED LEAVES OF ABSENCE**

- A. A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any of such or similar programs, or accepts a Fulbright scholarship.
- B. A teacher shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.
- C. In the event of maternity or paternity, employees shall be granted a child rearing leave without pay upon meeting and subject to the following conditions:
 - 1. Maternity and adoption leave notice must be submitted ninety (90) days prior to the onset of the leave. If within such ninety (90) days notice, or within two (2) weeks after the commencement of said leave, the birth is unsuccessful, the leave will be waived upon the request of the applicant.
 - 2. The employee may receive, upon written request, a child rearing leave of absence without pay for a specified period of time.
 - 3. Relative to child bearing, should an employee elect to continue work, the employee may do so until:
 - a. The Board's physician and the employee's physician agree that she is medically unable to continue working, or
 - b. provided there is a difference of medical opinion between the Board's physician and the employee's physician, then the two physicians shall agree in good faith on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive. The cost of the third physician's examination shall be borne by the Board.

4. The leave must extend to a date not earlier than the beginning of the first subsequent contract year nor end later than the beginning of the second subsequent contract year. In order to receive an offer of reemployment, the employee must notify the Superintendent in writing on, or within one month prior to March 1st, of his/her intent to return to employment in the district the subsequent July 1st or September 1st.

5. Following submittal of the March 1st notice, the employee will be made an offer of employment in writing, at a salary not less than that in the contract in force at the time of the leave request and for an employment period not less in time per week than that in the said contract.

D. Any employee adopting a child may receive leave without pay in the same fashion as child rearing leave under Section C upon meeting the following conditions:

1. The adoption leave notice must be submitted ninety (90) days prior to the onset of the leave. If within such ninety (90) days notice, or within two (2) weeks after the commencement of said leave, the adoption is unsuccessful, the leave will be waived upon the request of the applicant.

2. The employee may receive, upon written request, a leave of absence to care for the adopted child without pay for a specified period of time.

3. The leave must extend to a date not earlier than the beginning of the first subsequent contract year nor end later than the beginning of the second subsequent contract year. In order to receive an offer of reemployment, the employee must notify the Superintendent in writing on, or within one month prior to, March 1st, of his intent to return to employment in the district the subsequent July 1st or September 1st.

4. Following submittal of the March 1st notice, the employee will be made an offer of employment in writing, at a salary not less than that in the contract in force at the time of the leave request and for an employment period not less in time per week than that in the said contract.

5. The agreed upon beginning and ending dates of the leave period will be considered binding upon both the employee and the Board except that, in the event of unforeseen circumstances, if both parties consent to changing the agreed upon leave period, the said leave period may be modified.

- E. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.
- F. Other leaves of absence without pay may be granted by the Board for good reason.
- G. 1. Upon return from leave granted pursuant to Section A and B of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements of acquiring tenure. An employee shall not receive increment credit for time spent on leave granted pursuant to Section C, D, E and/or F of this Article nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
2. All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return.
- H. All extensions or renewals of leaves shall be applied for in writing and, if approved by the Colts Neck Township Board of Education, granted in writing.
- I. Other leaves of absence with partial pay may be granted by the Board. These leaves will generally be of such a nature that the granting of them will cause the Colts Neck School system to benefit. Application for these leaves should be made to the Superintendent no later than 30 days prior to the commencement of the leave period.

ARTICLE X

ACCUMULATED SICK LEAVE

Following ten (10) years of teaching in Colts Neck, upon retirement, the retiring teacher shall be compensated for accumulated sick leave under the following conditions:

- A. If written notice is submitted prior to December 31st of the school year in which the retirement will occur, payment will be made during July following the close of the school year.
- B. If notification of the intent to retire is not made prior to December 31st of the school year in which the retirement will occur, payment will be made during July following the school year.

C. The person retiring will receive: After 10 years up to a maximum of - \$7,250

DAYS	
1-50	\$50/day (\$2,500)
51-100	\$60/day (\$3,000)
101-125	\$70/day (\$1,750)

ARTICLE XITUITION

- A. All teachers, regardless of service time in Colts Neck, with the exception of B outlined below, shall receive reimbursement for the validated tuition costs of graduate courses. Reimbursement shall be based upon the following:
- 1) The application for reimbursement for graduate tuition shall be approved, prior to the commencement of the graduate course, by the Superintendent.
 - 2) Graduate credits may be earned at any accredited institution.
 - 3) The current Rutgers University tuition rate per graduate credit shall be utilized for reimbursement.
 - 4) The maximum amount of reimbursement per individual teaching staff member shall not exceed the cost of nine (9) graduate credits at the current Rutgers University rate during each contract year.
 - 5) The tuition reimbursement rate shall be adjusted whenever Rutgers University increases its cost per graduate credit.
 - 6) Reimbursement will be provided by the Board for no more than six (6) credits per:
 - a) Semester
 - b) Intercession
 - c) Summer
 - 7) There will be a district cap of \$16,000 for tuition reimbursement during each contract year.
- B. Teachers in their first year of teaching would be eligible for tuition reimbursement only for courses taken during the summer following the original contract year.
- C. The dismissal or resignation of a teacher would automatically disqualify the teacher from reimbursement for any course taken after the official termination of the contract.

- D. The tuition reimbursement year would extend from July 1st through June 30th of the contract year.
- E. Reimbursement of expenses incurred for attendance at non-credit courses such as workshops or seminars shall be made upon recommendation of the Superintendent and approval of the Board of Education. Upon completion of fifteen (15) hours under this section, outside of the school day, the teacher shall receive one (1) credit to be applied toward advanced placement on the salary guide.

ARTICLE XII

SALARY GUIDE PLACEMENT

Placement on the salary guide at each degree and/or credit level shall be based on the credits attained as awarded by the college or university in question, provided that the college or university is recognized by the New Jersey Department of Education for purposes of teacher certification and subject to approval by the Board.

Placement on salary guide differential levels shall be determined subject to the following conditions:

- A. Bachelors:
Encompasses all undergraduate credits acquired prior to awarding of the B.A. or B.S.
- B. Bachelors + 30:
Encompasses the B.A. or B.S. degree plus 30 graduate credits.
- C. Masters:
Encompasses acquisition of the masters degree and all credits earned prior to that acquisition.
- D. Masters + 30:
Encompasses the M.A. or M.S. degree plus 30 graduate credits acquired after the M.A. or M.S. was earned.
- E. Masters + 60:
Encompasses the M.A. or M.S. degree plus 60 graduate credits acquired after the original M.A. or M.S. was awarded.
- F. Doctoral:
Encompasses acquisition of a Ph.D. or Ed.D. and all credits earned prior to that acquisition.

Whether or not the Board has reimbursed the tuition costs for any course shall not be a factor controlling placement on the salary scale.

The terms hereinabove shall become effective on July 1, 1984, and shall apply to all present and future employees. Placement on the salary guide for any presently employed teachers which is approved by the Board prior to July 1, 1984, shall be honored regardless of whether or not said placement is consistent with the above conditions.

The Board shall accept, in lieu of graduate credits, 100% of any undergraduate credits earned since the awarding of the B.S. or B.A., and prior to July 1, 1984. This exemption shall exist for all employees, including those on approved leaves of absence, who are on staff as of June 30, 1984.

The Board shall also accept, for credit toward M.S. + 30 or M.S. + 60, all credits attained prior to July 1, 1984, and prior to or subsequent to the awarding of the M.S. This exemption shall exist for all employees, including those on approved leaves of absence, who are on staff as of June 30, 1984.

A teacher employed after February 1st of any school year will remain on the same salary step and will not receive full credit toward the next increment step for the following year.

ARTICLE XIII

INSURANCE

A. Health insurance will be provided for all employees who are covered by the Board of Education on the date on which insurance terms of this Agreement have been renegotiated. Premiums for such coverage shall be paid by the Board of Education on the following schedule:

UNMARRIED EMPLOYEES

Coverage by Connecticut General Insurance Company, which shall be substantially equivalent to the former State Health Benefits Plan coverage, including Blue Cross, Blue Shield, Rider J and Major Medical for the employee. Maternity benefits are included.

MARRIED EMPLOYEES

Coverage by Connecticut General Insurance Company which shall be substantially equivalent to the former State Health Benefits Plan coverage, including Blue Cross, Blue Shield, Major Medical and Rider J for the employee, spouse and unmarried children under 23 years of age who live with the employee in a regular parent-child relationship. Maternity benefits are included.

It is specifically understood and agreed between the parties that although the Board of Education may provide coverage benefits to the employees which exceed the coverage provided under the present State Health Benefits Plan, the Board of Education shall not be obligated to provide coverage benefits which exceed the present level of coverage provided to employees under the State Health Benefits Plan.

The Board of Education will have the flexibility to replace Connecticut General with another carrier that will provide equal or better benefits but at a lower cost with Association approval.

B. Mandatory Second Opinion Surgery and Pre-admission Certification/Continued Stay Review

1. The health insurance plan herein available to employees through the Connecticut General Insurance Company shall provide for mandatory second opinion surgery, a pre-admission certification in non-emergency cases, and continued stay review in accordance with the practices governing the foregoing as established by the Connecticut General Insurance Company.

C. New Employees

1. The Board shall provide to certificated staff employed from September 1, 1993 - June 30, 1996, single only coverage. These employees shall have the right to purchase dependent coverage. Upon completion of three years of employment in the Colts Neck Township school district, the Board shall provide to said staff insurance coverage in accordance with the then current contract provisions.
2. The Board shall provide to certificated staff employed effective September 1, 1996 DPP medical single coverage only. These employees have the right to purchase dependent coverage. Upon completion of three years of employment in the Colts Neck Township School District, the Board shall provide to said employee DPP family coverage. The employee, at this time, can opt for traditional coverage at their own expense.

D. Medical and Dental Benefits

1. The Board shall offer those employees who have medical coverage the option to receive a stipend in lieu of medical benefits. Employees will be eligible for the stipend either upon the date of hire or during the open enrollment period (May) of each year, with the exception of the 1996-97 school year where eligibility will be on or before September 20 with an effective date of October 1. The stipend will be paid at the end of each school year. It will be based on the type of coverage the employee had prior to July 1, 1996 and will be capped as follows based on a twelve month premium coverage:

\$1,200	-	Single Coverage
\$1,700	-	Parent and Child Coverage

\$2,600 - Husband and Wife
\$3,000 - Family

The stipend is subject to standard payroll taxes and will be paid in June of each school year.

a. Employees/Dependents who have waived the coverage may re-enter by applying during the enrollment period each year. It will be necessary for each family member to complete a Statement of Health (proof of insurability). Based on the Statement of Health, CIGNA reserves the right to exclude coverage for a particular individual. The Statement of Health should be obtained, completed, and submitted to CIGNA with the intent of implementing coverage.

b. Assuming most employees/dependents choosing to waive coverage will be doing so because they have this coverage through their spouse, a "hardship provision" for re-entry is available. This provision allows employee family members to re-enter the program on an immediate basis without the necessity of health questionnaires. The provision allows for re-entry only in the following situations which result in the loss of coverage through a spouse:

- Termination of employment
- Legal separation (copy of decree required)
- Group contract/policy terminated
- Divorce (copy of decree required)
- Death (copy of certificate required)
- Military discharge (Form DD214 required)

2. First dollar benefits for all certificated staff will be deleted with the exception of:

- Mandatory second opinion
- Routine physical
- X-rays
- Lab work

These benefits will be paid at 100% of the reasonable and customary cost.

All other benefits shall be covered by major medical.

- 3. The Board shall provide to certificated staff employed effective September 1, 1996 single only dental coverage. Upon completion of three years of employment in the Colts Neck Township school District, the certificated staff member can opt for the Board's traditional dependent dental coverage. The Board shall pay in full the premium cost of enrollment in the Connecticut General Dental Insurance Plan.
- 4. All certificated staff hired prior to June 30, 1996 will have the option of having the Board pick up the traditional family plan after three years of service.

E. Retirees

- 1. All retired employees with less than 25 years of service will be eligible to participate in the medical health insurance plan provided by the Board of Education insurance carrier.. All costs of the plan for the retiree will be paid for by the retiree.

F. Board agrees to underwrite losses of personal property, other than cars and other means of transportation, used in the teaching effort up to \$500 per person per annum when such loss has been through theft or vandalism, while on school premises, unless such loss is covered by other existing insurance policy.

ARTICLE XIV

DEDUCTIONS FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its employees dues for the Colts Neck Township Education Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, 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 Colts Neck Township Education Association by the 15th of each month following the monthly pay period on which deductions were made. The Colts Neck Township Education Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorization shall be in writing in the form set forth below:

AUTHORIZATION

Name _____ S.S. # _____

School Building _____ District _____

To: Disbursing Officer, Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the governing board and all of its officers from any liability therefor.

I designate the Colts Neck Township Education Association to receive dues and distribute according to the organization(s) indicated:

Colts Neck Township Education Association	\$ _____
Monmouth County Education Association	\$ _____
New Jersey Education Association	\$ _____
National Education Association	\$ _____

2. The Colts Neck Township Education Association shall certify to the Board in writing, the current rate of the above membership dues.
 3. Additional authorizations for dues deduction may be received after August 1st under rules established by the State Department of Education.
- B. Other legal deductions from employees' salaries for local, state and/or national association services and programs may be made, subject to Board approval. The Board shall promptly transmit the deducted monies to the designated association or associations.
- C. Agency Shop

In accordance with Chapter 477 P.L. 1979, amendments to C.123, the Board hereby agrees to deduct a fee from bargaining unit members who are not members of the Colts Neck Township Education Association.

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

In accordance with the provisions of Chapter 477 and unless otherwise provided in this Agreement, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

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

No legal rights or prerogatives may be denied or circumvented by the foregoing statement.

- E. The Board of Education shall provide a payroll deduction for the purpose of IRA contributions. A payroll deducted IRA shall be established with Central Jersey Bank and Trust Company.

COPIES AND TOWNSHIP BOARD OF EDUCATION

BY: _____
PRESIDENT

BY: _____
SECRETARY

COPIES (SEE TOWNSHIP BOARD OF EDUCATION)

BY: _____
PRESIDENT

BY: _____
SECRETARY

ARTICLE XV

DURATION OF CONTRACT

This contract shall be effective as of July 1, 1996, and shall continue in effect until June 30, 1999. The contract will remain in full force and effect for the full period of three (3) years and its terms will not be renegotiated during said period.

COLTS NECK TOWNSHIP EDUCATION ASSOCIATION

By _____
President

By: _____
Secretary

COLTS NECK TOWNSHIP BOARD OF EDUCATION

By: _____
President

By: _____
Secretary

ARTICLE XVI

SALARIES AND BENEFITS

A. Stipends

1. These positions are to be considered as after school activities:

1996-99

Basketball	\$2195
Baseball	2195
Softball	2195
Soccer	2195
Cheerleading	1860
Yearbook	1685
Newspaper	1685
Show	1685
Student Council	1685

2. Curriculum Development/Revision Committee

It is understood that clear guidelines will be established as to the committee's function, specific tasks and time frame.

1996-1999

Compensation \$25 per hour

3. Home Instruction/Translation Services

a. Teachers providing home instruction shall be compensated at ~~\$21~~ \$25 per hour for 1996-99.

b. Translation services shall be paid at the same rate as 3.a.

4. Kindergarten teachers shall be compensated at \$25 per hour for summer kindergarten orientation. Length of orientation shall not exceed three and one-half (3-1/2) hours. If orientation is held during the regular school year during regular contract hours, there shall be no additional compensation.

5. Chaperoning of trips - To include Peers In Action, 5th Grade Environmental Science, 8th grade Washington, D. C. trip, Hershey Park Band trip and any other board approved overnight trips with students shall be compensated as follows:

1996-99

\$110/night

6. Child Study Team members will be reimbursed \$25 per hour for summer work/employment

B. Salaries

1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments from September through June. Those wishing summer pay will have ten percent (10%) of their gross monthly salary deducted each month from September through June. Teachers selecting this option shall receive four (4) equal payments payable during July and August. Payments shall be made on the 15th and 30th of each month. Teachers selecting the ten (10) month option shall receive their final checks on the last working day in June.

2. Teachers may individually elect to have a percentage of their monthly salary deducted from their pay. These funds shall be deposited in the Mon-Oc Federal Teachers Credit Union prior to the 15th and 30th of the month, according to Federal instructions. No more than 50% of net monthly pay is transferable on the 15th.

Additionally, teachers may individually elect to have a percentage of their monthly salary deducted to be deposited with the Tax Sheltered Annuity Carrier, designated by the Colts Neck Township Education Association and approved by the Board of Education, prior to the 15th of each month.

3. Teachers may individually elect to have 100% direct deposit to a cooperating bank.
4. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
5. Teachers having a change in degree qualifications shall receive the appropriate salary guide adjustment on February 1, September 1, or October 1. Adjustment shall be effective on the nearest subsequent February 1, September 1, or October 1 following presentation of documentation of added qualification to the Superintendent.

C. Salary Committee

The Association agrees to the formulation of a committee to study the feasibility of a salary structure for subsequent contracts which would enable the Board to reward outstanding teaching. Recommendations of this committee shall not be binding on either the Board or the Association. The structure and ground rules shall be a part of this settlement.

1. The number of teachers on the committee would be equal to the sum of all non-teachers on the committee.
2. All teacher members would be appointed by the Association.
3. All expenses incurred would be fully paid by the Board.
4. Teacher-members would be included in all sessions of this committee.
5. Teacher-members would be granted release time in order to attend workshops, seminars, and visitations which may be held during the school day.

Salary Guide BA

	96-97	97-98	98-99
A	31,000	31,450	31,910
B	32,100	32,650	32,410
C	34,100	33,950	34,610
D	35,645	35,950	35,910
E	36,800	37,495	37,910
F	37,800	38,650	39,455
G	39,250	39,650	40,610
H	40,300	41,100	41,610
I	41,200	42,150	43,060
J	42,200	43,050	44,110
K	43,050	44,050	45,010
L	44,075	44,900	46,010
M	45,500	45,925	46,860
N	47,100	47,700	48,135
O	48,782	49,300	49,910
P	49,690	50,982	51,510
Q	51,164	51,890	53,192
R	52,992	53,364	54,100
S	55,159	55,192	55,574
S1	56,983	57,359	57,402
S2	59,168	59,233	59,619
S3	61,452	61,418	61,493
MTL/a	64477	63702	63778
MTL/b		66727	66062
MTL/c			69087

MASTER TEACHER LEVEL:

Teacher moving from S3 to MTL or teacher on MTL step will receive the following increase:

1996-97	\$2,200
1997-98	\$2,250
1998-99	\$2,360

Salary Guide BA+30

	96-97	97-98	98-99
A	34,200	34,650	35,110
B	35,300	35,850	35,610
C	35,600	37,150	37,810
D	36,800	37,450	39,110
E	38,300	38,650	39,410
F	39,300	40,150	40,610
G	40,750	41,150	42,110
H	41,800	42,600	43,110
I	42,700	43,650	44,560
J	43,700	44,550	45,610
K	44,550	45,550	46,510
L	45,575	46,400	47,510
M	47,000	47,425	48,360
N	48,600	49,200	49,635
O	50,282	50,800	51,410
P	51,190	52,482	53,010
Q	52,664	53,390	54,692
R	54,492	54,864	55,600
S	56,659	56,692	57,074
S1	58,483	58,859	58,902
S2	60,668	60,733	61,119
S3	62,952	62,918	62,993
MTL/a	66195	65202	65278
MTL/b		68445	67562
MTL/c			70805

MASTER TEACHER LEVEL:

Teacher moving from S3 to MTL or teacher on MTL step will receive the following increase:

1996-97	\$2,200
1997-98	\$2,250
1998-99	\$2,360

Salary Guide MA

	96-97	97-98	98-99
A	34,500	34,950	35,410
B	35,600	36,150	35,910
C	37,600	37,450	38,110
D	39,320	39,450	39,410
E	40,300	41,170	41,410
F	41,300	42,150	43,130
G	42,750	43,150	44,110
H	43,800	44,600	45,110
I	44,700	45,650	46,560
J	45,700	46,550	47,610
K	46,550	47,550	48,510
L	47,575	48,400	49,510
M	49,000	49,425	50,360
N	50,600	51,200	51,635
O	52,282	52,800	53,410
P	53,190	54,482	55,010
Q	54,664	55,390	56,692
R	56,492	56,864	57,600
S	58,659	58,692	59,074
S1	60,483	60,859	60,902
S2	62,668	62,733	63,119
S3	64,952	64,918	64,993
MTL/a	68466	67202	67278
MTL/b		70716	69562
MTL/c			73076

MASTER TEACHER LEVEL:

Teacher moving from S3 to MTL or teacher on MTL step will receive the following increase:

1996-97	\$2,200
1997-98	\$2,250
1998-99	\$2,360

Salary Guide MA+30

	96-97	97-98	98-99
A	36,500	36,950	37,410
B	37,600	38,150	37,910
C	39,600	39,450	40,110
D	40,800	41,450	41,410
E	42,300	42,650	43,410
F	43,300	44,150	44,610
G	44,750	45,150	46,110
H	45,800	46,600	47,110
I	46,700	47,650	48,560
J	47,700	48,550	49,610
K	48,550	49,550	50,510
L	49,575	50,400	51,510
M	51,000	51,425	52,360
N	52,600	53,200	53,635
O	54,282	54,800	55,410
P	55,190	56,482	57,010
Q	56,664	57,390	58,692
R	58,492	58,864	59,600
S	60,659	60,692	61,074
S1	62,483	62,859	62,902
S2	64,668	64,733	65,119
S3	66,952	66,918	66,993
MTL/a	70737	69202	69278
MTL/b		72987	71562
MTL/c			75347

MASTER TEACHER LEVEL:

Teacher moving from S3 to MTL or teacher on MTL step will receive the following increase:

1996-97	\$2,200
1997-98	\$2,250
1998-99	\$2,360

Salary Guide MA+60

	96-97	97-98	98-99	99-00
A	38,500	38,950	39,410	39,870
B	39,600	40,150	39,910	40,370
C	41,600	41,450	42,110	42,570
D	43,070	43,450	43,410	43,810
E	44,300	44,920	45,410	45,810
F	45,300	46,150	46,880	47,280
G	46,750	47,150	48,110	48,510
H	47,800	48,600	49,110	49,510
I	48,700	49,650	50,560	50,960
J	49,700	50,550	51,610	52,010
K	50,550	51,550	52,510	52,910
L	51,575	52,400	53,510	53,910
M	53,000	53,425	54,360	54,760
N	54,600	55,200	55,635	56,035
O	56,282	56,800	57,410	57,810
P	57,190	58,482	59,010	59,410
Q	58,664	59,390	60,692	61,092
R	60,492	60,864	61,600	62,000
S	62,659	62,692	63,074	63,474
S1	64,483	64,859	64,902	65,282
S2	66,668	66,733	67,119	67,519
S3	68,952	68,918	68,993	69,393
MTL/a	73008	71202	71278	71678
MTL/b		75258	73562	73962
MTL/c			77618	78018

MASTER TEACHER LEVEL:

Teacher moving from S3 to MTL or teacher on MTL step will receive the following increase:

1996-97	\$2,200
1997-98	\$2,250
1998-99	\$2,360

Salary Guide PHD

	96-97	97-98	98-99
A	40,500	40,950	41,410
B	41,600	42,150	41,910
C	43,600	43,450	44,110
D	45,620	45,450	45,410
E	46,300	47,470	47,410
F	47,300	48,150	49,430
G	48,750	49,150	50,110
H	49,800	50,600	51,110
I	50,700	51,650	52,560
J	51,700	52,550	53,610
K	52,550	53,550	54,510
L	53,575	54,400	55,510
M	55,000	55,425	56,360
N	56,600	57,200	57,635
O	58,282	58,800	59,410
P	59,190	60,482	61,010
Q	60,664	61,390	62,692
R	62,492	62,864	63,600
S	64,659	64,692	65,074
S1	66,483	66,859	66,902
S2	68,668	68,733	69,119
S3	70,952	70,918	70,993

MASTER TEACHER LEVEL:

Teacher moving from S3 to MTL or teacher on MTL step will receive the following increase:

1996-97	\$2,200
1997-98	\$2,250
1998-99	\$2,360

Salary Guide PWD

	87-88	88-89	89-90
A	40,200	40,800	41,400
B	41,000	41,600	42,200
C	42,000	42,600	43,200
D	43,000	43,600	44,200
E	44,000	44,600	45,200
F	45,000	45,600	46,200
G	46,000	46,600	47,200
H	47,000	47,600	48,200
I	48,000	48,600	49,200
J	49,000	49,600	50,200
K	50,000	50,600	51,200
L	51,000	51,600	52,200
M	52,000	52,600	53,200
N	53,000	53,600	54,200
O	54,000	54,600	55,200
P	55,000	55,600	56,200
Q	56,000	56,600	57,200
R	57,000	57,600	58,200
S	58,000	58,600	59,200
T	59,000	59,600	60,200
U	60,000	60,600	61,200
V	61,000	61,600	62,200
W	62,000	62,600	63,200
X	63,000	63,600	64,200
Y	64,000	64,600	65,200
Z	65,000	65,600	66,200
AA	66,000	66,600	67,200
AB	67,000	67,600	68,200
AC	68,000	68,600	69,200
AD	69,000	69,600	70,200

AMOUNTS LISTED ARE ANNUAL SALARIES.
 THESE AMOUNTS DO NOT INCLUDE BENEFITS OR OTHER PERKS.
 THE FOLLOWING INFORMATION IS FOR INFORMATION ONLY.

87-88 70-8001
 88-89 70-8002
 89-90 70-8003