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PLUMSTED TOWNSHIP BOARD OF EDUCATION

PLUMSTED TOWNSHIP EDUCATION ASSOCIATION

CONTRACT

1991-1992

1992-1993

1993-1994

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PREAMBLE

This agreement entered into the 5th day of September, 1991, by and between the Board of Plumsted Township the Town of New Egypt, New Jersey, hereinafter called the "Board" and the Plumsted Township Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

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

References to Child Study Team will include the LDTC and Social Worker.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. The parties agree that, provided the Association is still the Majority representative, the Board and the Association shall commence negotiations no later than December 1. This date may be changed by mutual agreement. When the agreement is reached on the terms and conditions of employment as described above it shall be embodied in writing, signed by the authorized representatives of the Board and the Association, and it shall apply to all persons covered in Article I.
- B. During negotiations, the Board and the Association may present relevant data, exchange points of view, and make counter proposals.
- C. Both parties pledge that their representatives shall be endowed with all necessary power and authority to make and consider proposals in the course of negotiations. It is understood that final ratification of all items contained within the tentatively agreed upon contract must then be ratified by a majority of the teachers represented by the negotiators of the Association at a legally constituted meeting, and by a majority of the Board while in session at a legally constituted meeting.

- D. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and mutually agreed by both parties.

ARTICLE III

TEACHER RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974 the Board hereby agrees that every employee of the Board shall have the right freely to organize and engage in collective negotiations. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Law 1974 or the 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/her membership in the Association and its affiliates, collective negotiations with the Board or his/her institutions of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or Chapter 123, Public Laws 1974.
- C. Whenever any teacher is required to appear before the Board, or any committee, Board Solicitor, or member thereof, concerning any matter which would adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- E. Any question or criticism by a supervisor, administrator or Board member of a teacher and/or his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The administration will furnish the Association president copies of the Board of Education minutes and annual audit after their approval at a regular Board meeting. All other available public information including census data, names, addresses and listed telephone numbers are available upon response to request. The Board shall provide existing data necessary for the Association to process any grievance or complaint.

- B. **Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations or grievance proceedings, he/she shall suffer no loss in pay.**
- C. **Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Provided further that said representatives shall indicate his/her presence at the main office.**
- D. **The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings and he/she shall grant such permission provided there is no conflict with a previously scheduled meeting or normal school activities.**
- E. **The Association shall have the privilege of using school facilities for Association business only. This shall include typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided the person who is to operate said equipment is, in the opinion of the administration qualified to operate said equipment. A proof of actual cost will be provided to the Association upon request.**
- F. **The Association president shall be exempt from all non-teaching duties during his or her term of office.**
- G. **The Association shall have the exclusive use of a bulletin Board in each faculty lounge.**
- H. **The Association shall have the right to use the school mail boxes as it deems necessary and without approval of building principals or other members of the administration. All Association communications deposited in the school mailboxes shall be considered privileged. Neither the Board or the Administration assumes any responsibility for the distribution or comments of Association communications.**
- I. **The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association in its capacity as the exclusive representative of the teachers and to no other organization.**
- J. **The Board shall make available a lounge and/or work study room for the teachers.**

ARTICLE V

SCHOOL YEAR(not including Child Study Team)

- A. **The school year will be one-hundred eighty-seven(187) days.**
- B. **An Association committee shall make recommendations to the Board for the school calendar for the next school year by March 15 of each year.**

ARTICLE VI

SCHOOL YEAR(CHILD STUDY TEAM ONLY)

- A. The school year will be 192 days which will include five(5) working days immediately before the start of the school year.
- B. The payment for these extra days will be an additional 1/187 or .0053475 Times the annual salary (ba + educational bonus + longevity).
- C. Child study team members shall coordinate their recommendations for the school calendar for the next school year with the association.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD(NOT INCLUDING CHILD STUDY TEAM)

- A.
 - 1. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.
 - 2. The total in school work day shall consist of not more than 7 hours including a lunch time of 195 total minutes per week(full five(5) day week). Thirty(30) minutes each day will be provided as a duty free lunch period. Two(2) fifteen(15) minute duty periods per week are to be assigned for lunch, recess, or study hall duties.
 - 3. **School Day**

	<u>Start</u>	<u>Stop</u>
Staff	8:30 A.M.	3:30 P.M.
Students	9:00 A.M.	3:20 P.M.
 - 4. During two(2) hour delays teacher without a prep time will receive a fifteen(15) minute break.
 - 5. Regional in-service meetings (no more than 2 per year) may be extended to 4:00 p.m.
 - 6. On in-service or other early dismissal days, lunch will be thirty(30) minutes.
 - 7. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods after notifying the office.
(Three (3)-45 minute duty free lunches/Two (2) 30 minute duty free lunches with two (2) 15 minute lunch duties.)

8. The total in-school work day for guidance personnel shall consist of not more than seven(7) hours including a lunch time of 200 minutes per week (full five day per week. Forty(40) minutes each day will be provided for a duty free lunch.

B. In the event that a member of the Association would be willing to utilize his/her own preparation time for a district approved educational activity, the Board of Education will remunerate that staff member at the homebound rate for minimum of one (1) hour.

1. All educational activities must coincide with students that are available for the period.
2. All educational activities must apply to students capable of higher order thinking skills (G & T students).
3. All educational activities must be geared to the gifted and talented program.
4. No staff members are to be used to increase preparation for other staff members.
5. The administration must approve all programs (i.e. Time slots, selected students, program content. Etc.)
6. Staff members are encouraged to present programs in any field of expertise or interest.
7. If accepted and successful, it is hoped that the administration would expand the G & T program to include more students.

C. When a specialist is in the classroom, this shall be considered preparation time for the regular classroom teacher. The teachers recognize that such preparation time should be used for planning and preparing lessons, conference with staff and/or parents, providing extra help to students or similar educational activities. any teacher who loses preparation time for substituting on a non-instructional basis shall be compensated at the non-instructional rate. Any teacher required to teach while substituting shall be compensated at the instructional rate.

D. On the day immediately preceding the Thanksgiving and Winter Break, school shall be in session for four (4) hours. School will not be in session on good friday for students or staff.

On the last two (2) days of school classes shall be in session for four (4) hours. In addition, classes will be session for four(4) hours for one(1) day during the first week in June. Teachers shall remain until completion of the regular work day.

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

- E. Each professional staff member shall be required to attend, at the request of the Superintendent, school related evening activities, meetings, or conferences. Such activities, meetings and conferences shall not exceed four (4) in number during the school year.

The administration shall provide at least 2-4 weeks notice for all requests.

ARTICLE VIII

TEACHING HOURS AND TEACHING LOAD(Child Study Team only)

- A.
1. CST Members shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.
 2. The total in-school work day shall consist of not more than seven(7) hours including a lunch time of 200 minutes per week (full five day week). Forty(40) minutes each day will be provided for a duty free lunch.
 3. CST Members may be assigned to arrive upto two(2) hours later than normal starting time and will stay two(2) hours later that day. Delayed start will be planned for every Thursday during the regular school year unless another weekday is mutually agreed.
 4. Regional in-service meetings (no more than 2 per year) may be extended to 4:00 p.M.
 5. On in-service or other early dismissal days, lunch will be thirty(30) minutes.
 6. CST members may leave the building without requesting permission during their scheduled duty-free lunch periods after notifying the CST secretary and checking in/out of the main office.
- B.
1. On the day immediately preceding the Thanksgiving and Winter break, school shall be in session for four (4) hours. School will not be in session on Good Friday for students or staff.
 2. On the last two (2) days of school classes shall be in session for four (4) hours. In addition, classes will be session for four(4) hours for one(1) day during the first week in June. CST members shall remain until completion of the regular work day.
 3. On the last student day a general faculty meeting shall be convened by the administration immediately upon the dismissal of students. The maximum length of the meeting shall not exceed one (1) hour.

- C. Each Child Study Team Member shall be required to attend, at the request of the superintendent, school related evening activities, meetings, or conferences. Such activities, meetings and conferences shall not exceed ten(10) in number during the school year. Compensation for evening activities, meetings and conferences will be paid at the instructional rate for the fifth(5th) to ten(10th) meetings. Evening function will be two and one-half(2 1/2) hours in duration. The administration shall provide at least two(2) weeks notice for all requests.

ARTICLE IX

TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his/her proper step of salary schedule as of the beginning of the 1991-92, 1992-93, and 1993-94 school year.
- B. Except in the event of an emergency regular classroom teachers shall not be required to fulfill the role of a substitute. An emergency shall include the sudden illness of a teacher or similar situations which preclude a teacher from giving sufficient notice to the Administration to provide a substitute.
- C. The Board will make every reasonable effort to provide substitutes for all full-time certified personnel including special teachers and nurses.
- D. In order to be considered for an annual increment, a teacher must have been approved by the Board of Education for employment prior to February 1st. Teachers employed for more than ninety(90) days receive credit for the increment.

ARTICLE X

SALARIES AND DEDUCTIONS

- A. The salaries of all teachers covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- B.
1. Teachers employment on a ten (10) month basis shall be paid every two(2) weeks. The actual pay day will be started September 1st. [Implementation September, 1992]
 2. Teachers may individually elect to have deductions made from their salary for the purpose of depositing in their credit union.
 3. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.

4. **Teachers shall receive their final checks on the last working day in June. Payment for work performed in July or August will be made not later than the next months payroll.**
 5. **Teachers shall receive their paychecks no later than the beginning of the first lunch period provided paychecks are in the building at that time.**
- C.
1. **The Board agrees to deduct from the salaries of its teachers dues for the Association, the Ocean County Education Association, the New Jersey Education Association, and the National Education Association. Such deductions shall be made in compliance with Chapter 310, Public Laws 1967 (NJSA 52:14-15. 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made. The association treasurer shall disburse such monies to the appropriate associations.**
 2. **Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.**
 3. **The filing of notice of the teacher's withdrawal shall be governed by the laws of the State of New Jersey.**
- D. **Teachers shall have the right to have deductions made from their salaries upon written authorization for deposit in their account through Mon-Oc Federal Credit Union, Approved Tax Sheltered Program, and/or Federal Payroll Savings Plan.**

ARTICLE XI

TEACHER ASSIGNMENT

- A. **All teachers shall be given written notice of their salary schedules, class and/or subject assignments and room assignments for the forth-coming year not later than May 30th of each school year. No later than May 7th. The Superintendent shall deliver to the Association and post in the school building a list of known vacancies which shall occur during the following year. Teachers who desire a change in grade and/or subject area may file a written statement of such desire with the Superintendent no later than May 15th. In the event that changes in schedules, class, and/or subject assignments, room assignments are proposed after school dismisses for summer vacation, the Association and any teacher affected shall be notified promptly in writing within one (1) week of the making of such decisions.**

- B. **Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the rate set by the IRS for employee mileage rate in form 2106.**
- C. **All openings for positions in summer school, home tutoring and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized by the Superintendent to the entire staff.**
- D. **Changes in staff classroom assignment, requiring teacher relocation of the room, outside the school year, will be compensated at 1/187 of his/her annual salary. The assignment of the day to be made by the Administration.**

ARTICLE XII

TEACHER EVALUATION

- A.
 - 1. **All monitoring, observation or evaluations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.**
 - 2. **Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.**
 - 3. **A teacher shall be given a copy of any observation or evaluation report prepared by his/her evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.**
 - 4.
 - a. **Every non-tenure teacher shall be evaluated at least three times per school year, prior to April 30th. For those non-tenure staff hired after the start of the school year, observations and evaluations will be prorated in number.**
 - b. **Each non-tenure teacher, in addition to a minimum of three classroom observations shall have one over all evaluation of their total performance. Such over all evaluation shall take place prior to April 30th and after the three classroom observations.**
 - 5. **All evaluations of classroom and non-classroom staff will be on a form reviewed by the Association and Administration and approved by the Board of Education.**

- B.**
- 1.** A teacher shall have the right, upon request, to review the contents of his/her personal file. A teacher shall be entitled to have a representative of Association accompany him/her during such review.
 - 2.** No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the materials. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with contents thereof. The teacher shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. Any such action shall be subject to the grievance procedure.
 - 3.** A written communication concerning the actions of a teacher made by a parent, student or a Board of Education member shall be forwarded to the teacher with a request for a written reply within ten (10) days. The teacher's reply shall be sent to the principal and a copy to the superintendent. An informal meeting may be called by the teacher, student, principal or superintendent to discuss the issues.
- C.** Evaluation reports shall include:
- 1.** Strengths of the teacher as evidenced during the period since the previous report.
 - 2.** Weaknesses of the teacher as evidenced during the period since the previous report.
 - 3.** Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
- D.** All teachers must have full written knowledge of any and all deficiencies in their employment performance prior to any over-all evaluation.

ARTICLE XIII

TEACHER ABSENTEEISM

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

A. Disability Leaves

1. A teacher who anticipates a disability shall notify the principal in writing of the anticipated commencement of the disability as soon as the employee knows of it.
 - a. In the case of pregnancy, the teacher shall inform the principal of the anticipated delivery date.
 - b. No later than 90 days prior to the anticipated delivery date, the teacher shall request either a leave of absence while she is disabled, for which accumulated sick leave may be utilized, or an unpaid leave of absence for childcare as provided for in 3 below.
2. The Board reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity. When this occurs, a teacher who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.

B. Childcare Leaves

1. The Board shall grant voluntary unpaid leaves of absence for the purpose of childcare of an infant who fulfill the requirements set out below.
2. Childcare leaves are available only to tenured teachers.
3. Such leaves of absence may begin at anytime at the request of the teacher and the approval of the Board of Education. Any teacher currently on child leave shall be bound by the rules governing child care leaves that were in effect at the time their child care leave commenced.
4. To avoid unnecessary interruptions in instruction, all child care leaves shall be completed on the (1st) September 1, or (2nd) September 1, following the leave. The Board of Education will extend such leaves to allow for a September 1 start.
5. A teacher desiring an unpaid leave shall apply no less than 90 calendar days before the anticipated delivery date of the infant. In the case of an adoption, notice shall be given to the Superintendent when application is made. In case of adoption, application shall be made for specific leave period as soon as the teacher is informed of the custody date.
6. To be eligible for a salary increment and credit toward longevity payments, a teacher must work at least ninety days in the school year that the leave commences or terminates.

7. A teacher on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.
- C. A non-tenure teacher shall not be entitled to a leave of absence for maternity beyond the end of the contract school year in which the leave is obtained.
- D. In the case of absence from school on account of personal illness, a teacher shall be allowed pay for ten (10) school days absence during the school year. If a teacher requires in any school year less than this specified number of days of sick leave with pay allowed, such leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years. A teacher absent for (3) or more consecutive days of alleged illness may be required to present to the Superintendent a certificate of illness signed by a licensed physician.
- E. For bereavement purposes, upto five(5) school days within a two(2) week period, commencing with the event of death of a member of the immediate family, shall be allowed without loss of pay. The term "immediate family" shall be understood to include only the following: grandfather, grandmother, father, father-in-law, mother, mother-in-law, husband, wife, child, brother, brother-in-law, sister, sister-in-law. An allowance of one (1) day per year with deduction of substitute's pay only will be made in case of the death of a relative not heretofore mentioned.
- F. Teachers absent for any reason not heretofore specified shall be deducted at a per diem rate of 1/200 of the annual contractual salary.
- G. Teachers absent from school by reason of quarantine by the Board of Health shall not suffer deduction in pay because of such action.
- H. If any teacher shall have made a false statement regarding absence, such statement shall be considered as an act of insubordination. The Board of Education may, upon presentation of evidence, suspend these absence privileges which are above, the minimum mandated by law for such act of insubordination for the remainder of the school year.
- I. Personal Leave
1. Permission for personal business absence will be granted with no loss of pay for three (3) days per year at the discretion of the principal and with the permission of the Superintendent, provided application is made in writing.
 2. Requests for leave must be made three (3) days prior to the date requested off, except in the case of emergency.
 3. Where possible, every effort should be made by the employee to conduct personal affairs outside school hours so that the interruption to the continuity of education a student receives will be at a minimum.

4. **Personal leave will not be granted immediately preceding or following a holiday, except in cases of emergency and with the permission of the Superintendent.**
5. **Unused personal leave shall accumulate as sick leave.**
6. **At the end of the school year, each staff member who hasn't used any sick days will receive the additional specified compensation:**

Compensation \$250.00

At the end of the school year, each staff member who hasn't used any personal and sick days will receive the additional specified compensation:

Compensation \$ 50.00

At the end of the school year, each staff member who hasn't used any personal, sick and bereavement days will receive the additional specified compensation:

Compensation \$ 50.00

Eligibility for the provision of this article will include continuous employment for the school year starting February 1st.

- J. **Teachers shall be given written accounting of accumulative sick leave days no later than September 30th of each school year. The number of sick leave days for each employee will be made available to any requesting employee, at any time during the school year, within twenty-four(24) hours.**

K. **Accumulated Sick Leave-Retirement Plan**

Any member upon retirement in the Teacher Pension Annuity Funds with at least fifteen (15) years of service in the Plumsted Township School District and has accumulated at least twenty-five[25%] of his/her sick leave at the time of retirement will be compensated based on the amount computed below. After the 1986/87 school year, anyone intending to avail themselves of this retirement plan, must notify the Superintendent by January 15th, of the preceding school year.

$$\text{If } n > 15 \text{ \& } d/10n > .25 \text{ then}$$
$$\text{Retirement Bonus (\$)} = (60n-d) d/n$$

where,
d=number of accumulated sick days
n=number of years in the district

Staff members who have experienced high absenteeism as the result of major illness or injury may reduce (n) in the computation for one (1) to three (3) years, and adjust the number of accumulated sick days accordingly.

- L. In the event of death of a staff member, payment shall be made to the estate of the deceased teacher for any available compensation that would have resulted from the accumulated sick leave-retirement plan(article XI, paragraph K).
- M. Employees holding ten(10) month contracts(i.e. September thru June) will have the option of choosing a twelve(12) month payment plan. The choice of payment option can be selected once per year. Should the employee have chosen the twelve(12) month payment plan leave for any reason during the course of the school year, they will be paid the balance due them as if they had chosen the ten(10) month option.

ARTICLE XIV

FAIR DISMISSAL PROCEDURE

- A. On or before April 30th in each year, the Board shall give to each non-tenure teaching staff member continuously employed by it since the preceding September 30th either,
 - 1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the Board or
 - 2. A written notice that such employment will not be offered.
- B. Should any Board fail to give to any non-tenure teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will not be offered, all within the time and in the manner provided by this act(Title 18A:27-11 L1971 (C436), then said Board of Education shall be deemed to have offered to that teaching staff member continued employment for the next succeeding school year upon the same terms and conditions but with such increases in salary as may be required by law or policies of the Board.
- C. If the teaching staff member desires to accept such employment he shall notify the Board of such acceptance, in writing, on or before June 1st, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance the provisions of this article shall no longer be applicable.
- D. Upon written request a teacher shall be given reasons in writing for dismissal.

ARTICLE XV

INSURANCE PROTECTION

- A. The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family plan insurance coverage, under the full New Jersey State Plan, or a mutually agreed to plan.

- B. The Plumsted Township Board of Education will provide an improved Dental Program provided by Hartford Insurance which includes,**
- a. 100% Reimbursement for Preventative Services with no deductible.**
 - b. 80% Reimbursement for Basic Services after \$25.00 deductible per person.**
 - c. 50% Reimbursement for Major Services after \$50.00 deductible per person.**
- C. All Association employees electing the available medical coverage will be assessed a monthly contribution fee based on the schedule below.**

	<u>PRESCRIPTION</u>	<u>DENTAL</u>
Single	\$0/month	\$0/month
H/W	\$0/month	\$5/month
P/C	\$0/month	\$5/month
Family	\$5/month	\$10/month

ARTICLE XVI

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a complaint by which an employee or employees in the negotiating unit and his/her representatives may appeal the interpretation, application, or violations of policies, agreements, and administrative decisions affecting them, except that the term "grievance" shall not apply to:
- a. Any matter for which a method of review is prescribed by law or which by law is exclusively within the discretion of the Board.
 - b. Any rule or regulation of the State Department of Education or State Commissioner of Education having the force and effect of law.
 - c. Any matter which according to law is beyond the scope of Board authority.

B. PRINCIPLES

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

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is possible.
3. A grievant may present and process his or her grievance personally or through appropriate representative. In either event, the grievant shall be personally present at all steps of the grievance procedure. Should a grievant want to process his or her grievance personally or through an appropriate representative of his or her own choosing, he or she may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.
4. No reprisals shall be taken by the Board or the Administration against any participant because he utilizes the grievance procedure.
5. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his or her grievance initially at the second step of the grievance procedure.
6. The immediate supervisor designated in the grievance procedure is that person designated in the staff handbook.

C. PROCEDURE

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

- d. **The immediate supervisor or such person acting as the immediate supervisor in the latter's absence with the written authorization of the Superintendent of Schools, shall communicate his/her decision in writing to the grievant not later than five (5) school days following the hearing. A copy of the decision shall also be forwarded at the same time to the Superintendent and the Grievance Committee.**

2. STEP TWO:

- a. **If the grievance has not been resolved at Step One, the grievant and his/her representative may file the grievance in writing to the Superintendent. This shall be done not later than five (5) school days following the written decision of the immediate supervisor or such person acting as the immediate supervisor in the latter's absence with the written authorization of the Superintendent.**
- b. **The grievant and his/her representative and the Superintendent shall meet in attempt to resolve the grievance not later than five (5) school days following the date on which the grievance was filed with the Superintendent.**
- c. **The Superintendent shall communicate his/her decision in writing to the grievant not later than ten (10) school days after the meeting. A copy of the decision shall also be forwarded at the same time to the Grievance Committee.**

3. STEP THREE:

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

4. STEP FOUR:

- a. In the event the grievant is dissatisfied with the determination of the Board aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to arbitration. The grievant shall request in writing that the Association submit the grievance to arbitration. If the Association decides the grievance is meritorious, it may submit the grievance to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board and the Association shall mutually agree upon a longer time period within which to assert such a demand.**
- b. The Board may also request arbitration concerning any dispute regarding the interpretation or application of this contract. The time limits applicable to the Association are also applicable to the Board.**
- c. The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement.**
- d. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators shall be made to the appropriate American Arbitration Association office. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.**
- e. The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly, and he shall issue his/her decision not later than twenty (20) days from the close of hearings or if oral hearings have been waived, then from the date that the final statements and proof are submitted to him. The arbitrator's decision shall be in writing and shall have set forth his/her findings of facts, reasoning and conclusions on the issue submitted to the Board and the Association and shall be binding.**
- f. The costs for the services of the arbitrator including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expenses.**
- g. A grievance form shall contain; Grievant, position, date, submitted to, statement of grievance, relief sought, signature, and date.**

D. Miscellaneous

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE XVII

MANAGEMENT RIGHTS CLAUSE

- A. The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, right, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:**
- 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.**
 - 2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their employment, or their dismissal or demotion and to promote and transfer all such employees; to relieve employees from duty because of lack of work or other legitimate reasons. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.**
 - 3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.**
 - 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind of nature. Where the Board has adopted procedures in the above areas, the Board will follow said procedures.**
 - 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto.**
 - 6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.**

- B. **The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the United States.**
- C. **Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School laws, or other national or state, county, district, or local laws or regulations as they pertain to education.**
- D. **It is agreed by both parties that this Agreement comprises the total understanding of the parties and that no provision of this Agreement may be altered except by mutual consent of both parties. Such changes shall be reduced to writing duly executed by both parties and shall have the force and the effect of all other provisions of this Agreement.**

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. **This Agreement constitutes a mutual covenant describing the terms and conditions of employment for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect.**
- B. **If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, other provisions or applications shall continue in full force and effect.**
- C. **Any individual contract between the Board and an individual teacher in the bargaining unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during the duration, this agreement shall be controlling.**

- D. **The Board and the Association agree that there shall be no discrimination and that practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.**
- E. **Copies of this Agreement shall be printed at the equal expense of the Board and the Association within thirty (30) days after the agreement is ratified and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.**
- F. **Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:**
1. **If by Association to Board at:
44 North Main Street, New Egypt, N.J 08533**
 2. **If by Board to Association President at:**
 - a. **During Normal School Year:
44 North Main Street, New Egypt, NJ 08533**
 - b. **During the summer vacation to the address supplied by Association President.**
- G. **The Board will not unilaterally develop or implement any policy or decision that involves terms and conditions of employment. All such policies and decisions shall first be negotiated mutually with the Association and reduced to writing and signed by both parties.**
- H. **Except as this agreement shall otherwise provide, all terms and conditions applicable on the signing date of the Agreement to employees covered by this Agreement as established by the rules, regulations and for policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement.**
- I. **PREPARATION TIME CONSIDERATIONS**
1. **Preparation time is not to be considered for Child Study Team members.**
 2. **Preparation time is not to be considered for guidance personnel.**
 3. **All teachers will be allotted five(5) preparation periods [two hundred(200) minutes], per five(5) day week. One(1) of these will be used every other week for team planning time at which an administrator may be present. Early dismissal and delayed openings will reduce the number of preparation periods accordingly.**

ARTICLE XIX

TEACHER-ADMINISTRATION LIAISON

A. Faculty Council

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

- B. **There shall be no release time or extra compensation for service on these committees.**
- C. **Final decisions on recommendations of this committee shall rest with the Board.**
- D. **Copies of the minutes will be forwarded to the Board of Education by the following Board meeting.**

ARTICLE XX

SABBATICAL LEAVE

- A. **The purpose of a sabbatical leave is to assist a member of the professional staff to become more valuable as an educator for the Plumsted Township School District.**
- B. **A member of the professional staff may be granted a sabbatical leave (without pay) after seven (7) years of consecutive employment in the Plumsted Township School District.**
- C. **Sabbatical Leave must be granted for such purposes as:**
 1. **Professional study at an accredited college or University.**
 2. **Approved research or study.**
 3. **Professionally related travel with study under the auspices of an accredited college or university.**

- D. Sabbatical leave may be granted at the sole discretion of the Board.**
- 1. The Board will consider program value and seniority of service.**
 - 2. No more than two (2) staff members will be granted a sabbatical leave during a given school year.**
- E. Application for Sabbatical Leave:**
- 1. Must be made no later than January 1st, preceding the school year for intended leave.**
 - 2. Must contain a detailed written statement attached to application giving the purpose of the leave, plan of activity to be pursued and anticipated value of the experience to the individual in improving his/her professional competency and ability to serve the system.**
- F. The sabbatical leave time period is one contractual year, September through June.**
- G. Sabbatical leave time shall not be recognized for purposes of salary increment and pension eligibility.**
- H. General conditions governing a sabbatical leave:**
- 1. Five contractual years must have passed since the first sabbatical leave for an employee to become eligible for another.**
 - a. Applicants for the first time will be given preference over second time applicants.**
 - 2. The employee shall agree in writing to return to his/her position (or a comparable one selected by the Administration) in the school district for a period of at least two (2) years following the completion of his/her leave.**
 - 3. Upon returning to school, the employee shall submit a written report to the Board containing all pertinent data and information on his/her activities during the sabbatical leave in verification of the stated purposes made in the original application.**

ARTICLE XXI

TUITION REIMBURSEMENT

- A. **Teachers who take graduate credits at an accredited college or university as determined by the Board of Education in areas of their current teaching assignment or upon request by the Superintendent shall be reimbursed up to two hundred dollars(\$200.00) per credit hour with a maximum of nine(9) credits per teacher per year.**
- B. **Courses must be approved in advance by the Superintendent and a teacher must receive a "B" or better to be eligible for reimbursement. Official transcripts of the grade and proof of tuition must be submitted.**
- C. **The maximum total payments to be made by the Board will not exceed eight thousand dollars(\$8,000) per year. Application for reimbursement will be approved based upon date of application and relevance of the course to the teacher's assignment.**
- D. **Teachers earning their BA+15, BA+30, MA, MA+15, MA+30 will be eligible for movement on the guide providing notification and transcripts are submitted by September 1 and February 1.**
- E. **Reimbursement will be made within thirty (30) days following proof of successful completion of the course of study.**

ARTICLE XXII

1991-94 SALARY GUIDES

A. BASE SALARY

<u>STEP</u>	<u>1991/1992 BA(185 DAYS)</u>	<u>1991/1992 BA(187 Days)</u>	<u>1992/1993 BA(187 Days)</u>	<u>1993/1994 BA(187 Days)</u>
1	\$ 23,775	\$ 24,400	_____	_____
2	24,507	25,132	_____	_____
3	25,263	25,888	_____	_____
4	26,019	26,644	_____	_____
5	26,829	27,454	_____	_____
6	27,639	28,264	_____	_____
7	28,449	29,074	_____	_____
8	29,259	29,884	_____	_____
9	30,069	30,694	_____	_____
10	30,825	31,450	_____	_____
11	32,499	33,124	_____	_____
12	34,119	34,744	_____	_____
13	35,199	35,824	_____	_____
14	36,819	37,444	_____	_____
15	37,899	38,524	_____	_____
16	41,259	41,884	_____	_____

B. LONGEVITY

1. Teachers with more than ten(10) years service in the district to be additionally compensated \$500.
2. Teachers with more than twenty(20) years service in the district to be additionally compensated \$1000.
3. Teachers with more than twenty-five(20) years service in the district to be additionally compensated \$1000.

C. EDUCATIONAL BENEFIT

- | | | |
|----|---------|--------|
| 1. | BA + 15 | \$400 |
| 2. | BA + 30 | \$800 |
| 3. | MA | \$1300 |
| 4. | MA + 15 | \$1600 |
| 5. | MA + 30 | \$1800 |

D. Longevity will not apply to teaching personnel initially employed after September 1, 1991.

ARTICLE XXIII

AFTER SCHOOL AND EXTRA CURRICULAR ACTIVITIES

A. Extra Activities Compensation

1.0 ACTIVITY

STUDENT COUNCIL(per year)	\$500
SAFETY PATROL(per year)	\$450
NON-INSTRUCTIONAL(per hour)	\$16.00
INSTRUCTIONAL(per hour)	\$19.50
DRAMA	\$900
AUDIO VISUAL	\$900

2.0 DUTIES BEYOND TEACHING DAY

A. INSTRUCTIONAL

Instructional duties are defined as homebound instruction and writing curriculum

B. NON-INSTRUCTIONAL

Non-instructional duties are defined as after school detention, chaperones and evening monitoring.

3.0 AFTER SCHOOL SPORTS

HEAD COACH(All Sports)	\$1500/SPORT
ASST. COACH(All Sports)	\$1000/SPORT

4.0 ATHLETIC DIRECTOR

STEP

1-8	\$1000
9	\$3000

Athletic director will be given one(1) unassigned period per week.

5.0 STIPENDS

1. Enrichment	\$5000
2. Substance Awareness Coordinator	\$5000

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 1991 and shall continue in effect until June 30, 1994.

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

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

PLUMSTED TOWNSHIP EDUCATION ASSOCIATION

_____ **President**

_____ **Secretary**

PLUMSTED TOWNSHIP BOARD OF EDUCATION

_____ **President**

ATTEST: _____ **Secretary**

SALARY GUIDE 92/93

	BA	BA15	BA30	MA	MA15	MA30
STEP1	25,050.00	25,450.00	25,850.00	26,350.00	26,650.00	26,850.00
STEP2	26,150.00	26,550.00	26,950.00	27,450.00	27,750.00	27,950.00
STEP3	26,940.00	27,340.00	27,740.00	28,240.00	28,540.00	28,740.00
STEP4	27,750.00	28,150.00	28,550.00	29,050.00	29,350.00	29,550.00
STEP5	28,550.00	28,950.00	29,350.00	29,850.00	30,150.00	30,350.00
STEP6	29,435.00	29,835.00	30,235.00	30,735.00	31,035.00	31,235.00
STEP7	30,306.00	30,706.00	31,106.00	31,606.00	31,906.00	32,106.00
STEP8	31,175.00	31,575.00	31,975.00	32,475.00	32,775.00	32,975.00
STEP9	32,140.00	32,540.00	32,940.00	33,440.00	33,740.00	33,940.00
STEP10	33,010.00	33,410.00	33,810.00	34,310.00	34,610.00	34,810.00
STEP11	33,825.00	34,225.00	34,625.00	35,125.00	35,425.00	35,625.00
STEP12	35,640.00	36,040.00	36,440.00	36,940.00	37,240.00	37,440.00
STEP13	37,390.00	37,790.00	38,190.00	38,690.00	38,990.00	39,190.00
STEP14	38,560.00	38,960.00	39,360.00	39,860.00	40,160.00	40,360.00
STEP15	40,590.00	40,990.00	41,390.00	41,890.00	42,190.00	42,390.00
STEP16	45,120.00	45,570.00	45,920.00	46,420.00	46,720.00	46,920.00

LONGEVITY

AFTER

10 YEARS IN DISTRICT = \$500.
 20 YEARS IN DISTRICT = \$1000.
 25 YEARS IN DISTRICT = \$1000.

SALARY GUIDE 1993-94

	BA	BA 15	BA 30	MA	MA 15	MA 30
1	26,100.00	26,500.00	26,900.00	27,400.00	27,700.00	27,900.00
2	26,705.00	27,105.00	27,505.00	28,005.00	28,305.00	28,505.00
3	27,860.00	28,260.00	28,660.00	29,160.00	29,460.00	29,660.00
4	28,595.00	28,995.00	29,395.00	29,895.00	30,195.00	30,395.00
5	29,540.00	29,940.00	30,340.00	30,840.00	31,140.00	31,340.00
6	30,380.00	30,780.00	31,180.00	31,680.00	31,980.00	32,180.00
7	31,310.00	31,710.00	32,110.00	32,610.00	32,910.00	33,110.00
8	32,220.00	32,620.00	33,020.00	33,520.00	33,820.00	34,020.00
9	33,140.00	33,540.00	33,940.00	34,440.00	34,740.00	34,940.00
10	34,150.00	34,550.00	34,950.00	35,450.00	35,750.00	35,950.00
11	35,065.00	35,465.00	35,865.00	36,365.00	36,665.00	36,865.00
12	35,920.00	36,320.00	36,720.00	37,220.00	37,520.00	37,720.00
13	37,825.00	38,225.00	38,625.00	39,125.00	39,425.00	39,625.00
14	39,660.00	40,060.00	40,460.00	40,960.00	41,260.00	41,460.00
15	40,890.00	41,290.00	41,690.00	42,190.00	42,490.00	42,690.00
16	45,870.00	46,270.00	46,670.00	47,170.00	47,470.00	47,670.00
17	48,130.00	48,530.00	48,930.00	49,430.00	49,730.00	49,930.00

LONGEVITY

AFTER

10 YEARS IN DISTRICT =\$500
 20 YEARS IN DISTRICT =\$1000
 25 YEARS IN DISTRICT =\$1000