

NEGOTIATED AGREEMENT

BETWEEN

MANASQUAN BOARD OF EDUCATION

and

MANASQUAN EDUCATION ASSOCIATION

SCHOOL YEARS:

1986 - 1987

1987 - 1988

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B. Unless otherwise indicated, the term "employees," when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

ARTICLE 2

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1, et seq. in good faith efforts to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin on January 15, or as soon thereafter as practicable, but not later than January 30 of the calendar year in which this Agreement expires or as per PERC rules and regulations. Any Agreement so negotiated shall apply to members of the appropriate unit, be reduced to writing, be signed by the authorized representatives of the Board and the Association and be adopted by the Board.

B. The Board agrees to furnish to the Association in response to reasonable requests, any information which is a matter of public record or which is encompassed under the Right to Know Law.

C. Neither party shall have control over the selection of the negotiating representatives of the other party. Either party may call upon professional advisors to serve as consultants during any period or phase of the negotiations.

D. This Agreement incorporates the entire understanding of the parties hereto on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed.

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

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

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

2. Aggrieved Person

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

3. Party in Interest

A "Party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees' terms and conditions of employment, subject to Paragraph E.4 of this Article. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

C. Rights of Employees to Representation

1. Any employee may be self-represented at all stages of the Grievance Procedure, or, at the person's option, by a representative selected or approved by the Association.

2. When an employee is not represented by the Association in the processing of a grievance, the Association shall have the right to be present and to state its view at all stages of the Grievance Procedure.

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

D. Procedure - Grievance Steps

1. Failure at any step of this procedure to communicate the decision of the grievance within the specified time limit shall permit the aggrieved person to proceed to the next step.

2. Failure at any step of this proceeding to appeal the grievance to the next step within the specified time shall be deemed a forfeiture of the right to process the grievance at a higher level.

3. Time limits may be extended at any step in the proceeding by mutual written consent.

4. In the event a grievance is filed at such time

that it cannot be processed through all steps in this Grievance Procedure by the end of the school year, and, if left unresolved until the beginning of the following year, could result in irreparable harm to any employee, the time limits set forth herein shall be adjusted by mutual written consent and completed as soon after the school year as is practicable.

5. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue under the direction of the Superintendent or a named designee and supervisors, perform all assignments and adhere to all policies, procedures and rules and regulations of the Board, until such grievance and the effect thereof shall have been fully determined.

6. The number of days indicated at each level should be considered as the maximum, and every effort should be made to expedite the process.

E. Levels of the Grievance Procedure are as follows:

1. LEVEL ONE

Any grievant who has a grievance shall file written notice with the principal or immediate supervisor, within twenty-one (21) school days from the date after the grievant knew or should have known of the occurrence of the event giving rise to the grievance. Upon receipt of the aforesaid written notice, the principal or supervisor shall set up a discussion

in an attempt to resolve the matter informally at that level.

2. LEVEL TWO

If, as the result of the informal discussion, the matter is not resolved to the satisfaction of the grievant within seven (7) school days, the grievant shall set forth the grievance in writing, on the form jointly developed and provided to the Board, to the building principal of the immediate supervisor.

The building principal or the immediate supervisor of the grievant shall meet with the grievant in an attempt to resolve the matter as quickly as practical. The building principal or the immediate supervisor of the grievant shall communicate the written decision to the grievant and the Association within seven (7) school days of the receipt of the grievance.

3. LEVEL THREE

If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within seven (7) school days after presentation of the grievance, the grievant shall appeal the grievance in writing to the Superintendent or a named designee within seven (7) school days after the decision at Level Two, or fourteen (14) school days after the grievance was presented, whichever is sooner.

The Superintendent or a named designee shall meet with the grievant in an attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days; the Superintendent or a named designee shall

communicate the decision in writing to the grievant and the Association and the principal, or immediate supervisor, within fifteen (15) school days of receipt of the grievance or five (5) school days after meeting with the grievant.

4. LEVEL FOUR

If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant shall file the grievance, in writing, with the Board of Education.

The grievance must be filed within five (5) school days after receipt of the decision at Level Three or twenty (20) school days after submitting the grievance to the Superintendent or a named designee, whichever is sooner. The grievance shall be submitted in writing to the Board through the Superintendent or a named designee who shall attached all related papers and forward the grievance to the Board of Education. A hearing shall be scheduled with the grievant by the Board at a mutually reasonable time. Such hearing shall be held within twenty (20) business days of receipt of the grievance. The Board shall give a decision forwarded by the Superintendent or a named designee to the grievant and to the Association, within thirty-two (32) calendar days of receipt of the grievance by the Board.

In no event shall a grievance of a non-tenured staff member concerning his non-renewal proceed to level Five which provides for binding arbitration.

5. LEVEL FIVE

If the grievant is not satisfied with the disposition of the grievance at Level Four, the grievant may, within fifteen (15) school days of the Board decision, submit the dispute to arbitration. The Association shall notify the Board through the Superintendent or a named designee of the request for arbitration.

The Association shall submit the grievance to the Public Employees Relations Commission (P.E.R.C.) and the parties agree to be bound by the rules and regulations of P.E.R.C. The selection of an arbitrator shall be in accordance with P.E.R.C. regulations.

Unless otherwise set forth in the written contract, the arbitrator's determination shall be binding on both parties.

The arbitrator does not have the right to add to, subtract from, or modify this Agreement in any manner.

F. Costs of Arbitration

The fee and expense of the arbitrator are the only costs which shall be shared equally by the parties. Any other expenses incurred shall be paid by the party incurring same.

G. Miscellaneous

1. Written Decisions

Commencing with Level Two and all subsequent levels, the decision by the administration or the Board shall include a statement of the reasons for the position taken at that level.

2. Group Grievances

If, in the judgment of the Association, a grievance materially affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent, or a named designee. The processing of such grievance shall commence at Level Three.

3. Forms

Forms for filing grievances (which are to be supplied by the Association) serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent (Business Administrator for cafeteria workers) and the Association and be given appropriate distribution so as to facilitate operation of the Grievance Procedure.

4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties

in interest and their designated or selected representatives, heretofore referred to in this Article.

5. Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Such files may be kept by the Superintendent and the Association.

ARTICLE 4

EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1, et seq., the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental powers under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, as amended, N.J.S.A. 34:13A-1, et seq. or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

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

Any suspension of a teacher or a secretary under tenure pending charges shall be with full pay unless in the judgment of the Board the gravity of the offense charged or the particular circumstances involved warrant a departure from the existing practice of granting such pay, until such times as a decision is rendered by the Commissioner of Education or a limit of one year from the date of suspension.

D. No employee shall be prevented from wearing pins or other suitable identification of membership in the Association or its affiliates. For the purposes of this Agreement, affiliates shall include and be limited to the National Education Association; the New Jersey Education Association, and the Monmouth County Education Association.

E. No employee shall be reprimanded or disciplined without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the Grievance Procedure herein set forth.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests any information which is a matter of public record or which is encompassed under the Right to Know Law.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

C. Representatives of the Association, the New Jersey Education Association, the Monmouth County 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 interrupt nor interfere with normal school operations, nor the immediate obligations of the employee so concerned.

D. The Association and its representatives shall have the right 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. Approval of the building principal, or his representative, is required.

E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, business machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Materials and supplies incident to such use shall, upon request by the Board, be furnished by the Association or reasonable cost of such materials and supplies shall be paid for, upon the request by the Board, by the Association. It shall be the obligation of the Association to provide qualified adequately trained personnel to operate the equipment. The Association agrees to pay for any equipment damaged or stolen while in use by the Association, as permitted under Paragraph "E". The Association will absorb their share of any user or copying fee charged to the Board for the use of copying equipment.

F. The Association shall have the right to purchase expendable office supplies and other materials from the Board at the price paid by the Board to its suppliers or from the Board's suppliers at the price paid by the Board at the time of purchase.

G. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the

bulletin board in the central office for Association notices. The location of Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

H. The Association shall have the right to use the inter-school mail facilities and school mail boxes for Association materials as it deems it necessary and without approval of the building principal or other members of the administration for closed or sealed materials. The use of mail facilities and school mailboxes for open materials must be approved by the building principal. The Association seal or signature of an officer shall be attached to all documents sent through inter-office mail.

I. The rights and privileges of the Association and its representatives as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organizations.

J. The Board shall provide released time of one non-teaching or preparation period per day to the President of the Association and to the Chairman of the Negotiations Committee in order that they may perform their functions as representatives of the Association in the enforcement of this Agreement. Said time shall be in

addition to the regularly scheduled preparation time and duty-free lunch period.

In the case of an elementary school teacher, when these conditions cannot be fully met without interfering with the educational process, a mutual agreement shall be arrived at by the Superintendent, the Principal, and the President of the Association.

ARTICLE 6

BOARD RIGHTS

The Board of Education hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and the Commissioner of Education of the State of New Jersey and including the right (a) to direct employees of the school district, (b) to hire, promote, transfer, assign, and retain employees in positions within the school district and suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duties because of lack of work, or other legitimate reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means, and personnel by which such operations are to be conducted, and (f) to take whatever other actions may be necessary to carry out the mission of the school district in any situation.

ARTICLE 7

SCHOOL CALENDAR

A. A joint committee comprised of the Association, Principals, and the Superintendent shall meet on or about December 1, but not later than January 1, to consult on a school calendar for the ensuing year.

B. If this joint committee cannot reach mutual agreement on a proposed school calendar, the Association shall have the right to meet with the Board not later than January 15 to present its viewpoints and proposals regarding the calendar.

ARTICLE 8

TEACHERS' HOURS AND TEACHING LOADS

A.1. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty sign-in roster. Teachers signing late shall be required to indicate the time of arrival and initial same. Teachers shall indicate their departure at the end of the school day by placing a check mark in the appropriate column of this roster.

2. No teacher shall be required to report for duty earlier than ten minutes in the High School and twenty minutes in the Elementary School before the opening of the pupil's school day, and shall be permitted to leave thirty minutes in the High School and twenty minutes in the Elementary School after the close of the pupil's school day. On Fridays or on days preceding a holiday or vacation, the teachers' work day shall end at the close of the pupil's school day, or when all duty obligations have been completed.

3. A schedule of activities requiring faculty supervision other than those listed in Schedule C, shall be published on or about September 15th, each year. Teachers shall be required to choose one of these activities without additional compensation. In the event additional staff supervision is required for any of these activities, said assignment shall be made by lottery.

4. Those activities for which faculty supervision is required, except those listed in Schedule C and for which compensation is made either by the Board or the Central Fund shall be listed. Teachers may volunteer for assignment to such activities and assignments shall be made by the Principal or on the basis of area of interest, length of service in the district, and competence to perform assigned duty.

B.1. The daily teaching load in the high school shall not be more than six (6) teaching periods, and shall not exceed five (5) hours of pupil teaching contact. Assignment to a non-preparation class period shall be considered a teaching period for the purpose of this Article.

2. High School teachers shall not be required to teach more than two (2) subject areas nor more than a total of three (3) teaching preparations at any one time. Exceptions can be made when lack of student enrollment makes this impossible.

3. Efforts will be made so that regular classroom teachers in the High School shall not be required to change subject area teaching stations more than two times during the school day.

C.1. Teachers shall have a daily duty-free lunch period in accordance with the State Board of Education Regulations.

2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period so long as said teachers sign-out and sign-in.

3. No meetings, conferences, or interviews shall be scheduled with the teacher by the administration during the duty-free lunch period.

D.1. Teachers may be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings four (4) days each month. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than fifty (50) minutes. If additional time is needed, students shall be dismissed early. This section does not apply to Association meetings.

2. An Association representative may speak to the teachers at any meeting referred to in paragraph 1 above for at least ten (10) minutes on the request of the representative at the end of the meeting.

3. The notice and the agenda, when possible, for any meetings shall be given to the teachers involved at least three (3) school days prior to the meetings, except in an emergency. Teachers shall have the right to suggest items for the agenda.

E. Classroom teachers shall, in addition to their duty free lunch period have daily preparation time during which they shall not be assigned to any other duties as follows:

- a. Elementary School - 45 minutes per student day.
- b. High School - not less than one class period per day.

This does not include time before or after school is in session for students.

F. Exceptions to the provisions of Section A,B,C,D, and E above may be made only in cases of extreme emergency. The Association shall be notified in each such instance, in advance if possible. A disagreement over whether an exception is justified shall be subject to the Grievance Procedure.

G. Teacher participation in those extra-curricular activities listed in Schedule C shall be voluntary, and shall be compensated according to the rate of pay and/or release time in Schedule C.

H. Chaperones on the Washington trip shall be paid \$100.00 plus expenses each.

ARTICLE 9

CUSTODIAL EMPLOYEES' WORK SCHEDULE

A. Custodial employees shall be assigned to a regular work week of five (5) consecutive days for a total of forty (40) hours; provided, however, that employees assigned to a weekly schedule which includes Saturdays shall be assigned on an involuntary basis only in the event that an insufficient number of volunteers are available. Overtime rates shall be paid on all hours worked in excess of forty (40) hours in a week.

B. The Board shall have the right to require, as a condition of eligibility for Saturday assignments, that an employee possess a black seal license.

C. The starting and finishing times of work shifts are to be set by the Superintendent of Schools or his/her designee.

D. In case of emergency (snow storms, etc.) custodial employees may be called into work before the normal starting time and may be required to be available Saturdays for snow removal in order to prepare for the opening of school classes. The Board of Education will pay the custodial employees for emergency overtime at the pro-rated hourly rate of contract salary.

E. Custodial employees called back to work in emergencies shall be guaranteed a maximum of four (4) hours of work unless the time of the call back is less than four hours from their

next scheduled work shift, or is an extension of their normal work shift.

F. If custodial employees are obliged to work on Sundays, they shall be compensated at double-time rate for the time worked on those days.

G. If custodial employees are obliged to work on holidays, they shall be compensated by being granted one (1) day of leave of absence for each holiday worked.

H. Night crew custodial employees shall be permitted up to one (1) hour for lunch break and up to two (2) 15 minute breaks provided that working time remains at eight (8) hours per shift.

ARTICLE 10

EDUCATIONAL SECRETARIES' WORK AND HOLIDAY SCHEDULE

A. Hours per week - 35 hours. (Sept. through June)
30 hours (July and August).

B. Hours for the start and end of the work day during the school year to be determined by the immediate superior with the approval of the Superintendent. Hours for the start and end of the work day in July and August shall be 8:00 A. M. - 3:00 P. M.

C. Educational secretaries are expected to work a regular 5-day week, whether school is in session or not. This includes the time school may be closed for Christmas, Easter or spring vacation periods but does not include days school may be closed for legal holidays. Days considered holidays with pay shall include New Year's Day; Martin Luther King's Birthday; Lincoln's Birthday; Washington's Birthday; Good Friday; Memorial Day; Memorial Day holiday weekend extension, if any; Independence Day and any weekend extension; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; General Election Day; Christmas Day.

If school is in session on any legal holiday and educational secretaries are required to work, they shall be given this time off during the year, preferably during the

vacation or holiday time when school is not in session upon the recommendation of the immediate superior and approval of the Superintendent.

As per N.J.S.A. 18A:31-2, secretaries and office clerks are permitted up to two days' leave with pay for the N.J.E.A. Convention. These requests should be cleared with the immediate superior.

D. Educational secretaries represented by the bargaining unit shall report for duty during inclement weather or other emergency closings as soon as roads are passable. If conditions prevent access to the place of employment, the educational secretary shall report by telephone to the Superintendent of Schools for instructions.

ARTICLE 11

CUSTODIAL EMPLOYEES' HOLIDAY SCHEDULE

A. Custodial employees shall be entitled to thirteen (13) paid holidays per year pursuant to a schedule of holidays approved by the Board of Education. The paid holidays shall include the following:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veterans Day
Thanksgiving Day
Christmas Day

B. Holiday leave credit is to be used when due, or, if unable to be used because schools are in session, any day after earned but before the end of the following fiscal year with the recommendation of the Building Principal and the

approval of the Business Administrator. If they are not used within the period of time, they are lost to the custodial employee. Holiday leave credit may not be used to extend vacation leave days.

ARTICLE 12

EMPLOYMENT PROCEDURES

A. The Board agrees to hire only certificated teachers holding certificates issued by the New Jersey State Board of Examiners, or the County Superintendent of Schools for every regular teaching assignment.

B.1. Each teacher shall be placed on the proper step of the salary guide when hired subject to B.2.

B.2. All experienced teachers shall receive full credit for their first five (5) years of previous teaching experience. Additional salary guide credit for the beginning teacher shall be given for each year of active full time military service, not to exceed four (4) years.

C. Previous accumulated unused sick leave days shall be restored to all teachers returning from a Board approved leave.

D. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th or as per the New Jersey Statute.

E. All custodial employees are hired on an annual term contract. Said contract to terminate annually on June 30th.

F. Secretarial candidates with experience may receive credit for prior experience, salary to be determined at the time of hiring according to the appropriate salary schedule and with due consideration given to the budget appropriation. Future increments will be according to the appropriate salary schedule.

G. Any educational secretary employed prior to January 1st of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. No partial credit will be given.

H. A terminated educational secretary shall receive two weeks' notice of termination or two weeks' pay in lieu of notice, plus accumulated vacation pay based on the proportion of full months worked in the contract year.

I. An educational secretary who is resigning from his/her position shall give the normal two weeks' notice.

Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given. If the full two weeks' notice is not given, earned vacation shall not be paid.

ARTICLE 13

VACATIONS

Custodians:

A. Only custodial employees employed on a 12-month basis are entitled to vacation leave. The vacation policy for custodial employees employed on a 12-month basis is as follows:

- Less than 1 year. 1 day per month up to
10 days
- After 1 year - 7 years . 10 days
- After 7 years - 14 years. 15 days
- After 14 years. 21 days

B. No custodial employee may use vacation time until the completion of six months of service in the district.

C. Vacations for custodial employees must be scheduled with the recommendation of the Building Principal and the approval of the Business Administrator. No vacations shall be granted the week prior to the close of school or the week immediately following the close of school. Neither will vacations be granted the week prior to school opening.

D. All earned credits for vacation leave days are to be used in the fiscal year following the fiscal year in which they are earned. If they are not used within this period of time, they are lost to the custodial employee.

Secretaries:

E. Educational secretaries employed on a twelve (12) month contract are entitled to a two (2) week (1 thru 7) vacation for the first seven (7) years of service; three (3) weeks for the next seven (7 thru 14) years of service; **twenty-one (21) days** after fourteen(14) years of service, subject to the following restrictions governing newly hired secretaries:

1. Educational secretaries hired between October 1 and the following January 1, of any school year, shall earn one (1) week of paid vacation time during that first school year terminating on June 30.

F. Educational secretaries shall schedule vacation time in consultation with immediate supervisors, subject to approval by the Superintendent of Schools. Earned vacation time shall be utilized in the school year (July 1 - June 30) immediately following the year in which it was earned. Failure to utilize earned vacation time during the school year in which it was earned shall result in its loss unless formal written approval for carrying over such time is granted by the Superintendent of Schools.

ARTICLE 14

UNIFORMS

A. The Board agrees to provide two uniforms for each full-time custodial employee during the period of the Agreement. A custodial employee shall have the right to apply for an additional uniform each year during the course of the Agreement. Provision of more than two uniforms per year shall be at the discretion of the Board.

B. The Board agrees to provide a clothing allowance of \$40.00 each year during the course of this Agreement towards the cost of cafeteria workers' uniforms.

ARTICLE 15

SALARIES

A. The salaries of all employees covered by this Agreement are set forth in the Schedules attached hereto and made a part hereof. For the 1986-1987 school year all employees shall receive an average increase of 8.5% over the 1985-1986 salary levels; and for 1987-1988 all employees shall receive an additional 8.5% average increase over 1986-1987 salary levels. Coaching salaries shall be increased by an average of 10% over 1985-1986 levels in 1986-1987, and by an additional 10% over 1986-1987 levels for 1987-1988.

B. For the purpose of administration of the salary schedule for teachers, each "step" shall be defined as one year of employment under contract as a teacher holding a valid state certificate in a recognized school or other institute of learning. Said "year of employment" shall mean one academic year. Nothing in this definition shall be misconstrued to limit or change the provisions outlined in Article 12 (B) (2).

C. For the purpose of administration of the salary schedule for educational secretaries, each "step" shall be defined as one year of employment. Said "year of employment" shall mean one fiscal year.

D. "Bachelor's Degree" shall mean a Bachelor's Degree conferred by a college or university whose courses for such a degree are acceptable to the State Board of Examiners for certification purposes.

E. "Masters Degree or the equivalent" shall mean a

Masters Degree conferred by a college or university whose courses for such a degree are acceptable to the State Board of Examiners for certification purposes or proof of the satisfactory completion of thirty semester hours in graduate courses in any college or university, colleges or universities, whose courses for the Masters Degree are acceptable to the State Board of Examiners for certification purposes.

F. "Doctor's Degree or the equivalent" shall mean a Doctor's Degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes, or proof of the satisfactory completion of the Masters degree (as described in Section E) plus proof of thirty (30) additional semester hours of graduate courses not used in conferring the Masters Degree.

G. Teachers who plan to complete sufficient academic study to entitle them to reclassification or adjustment in salary shall be required to notify the Superintendent in writing, before January 1st of the preceding fiscal year.

H. Adjustments in salary made necessary because of a change in years of experience or training shall be made at the usual time of issuance of contracts and at no other time during the year and only if notification has been delivered in writing to the Superintendent prior to January 1st of the preceding year.

I. Teacher aides and cafeteria workers who are hourly workers and are paid on the basis of a minimum 185-day year shall receive that compensation if required to work less than 185 days. If required to work more than 185 days, all days in excess of 185 shall be compensated additionally at the negotiated hourly rate.

J. After ten years of service, a cafeteria worker shall receive additional compensation in the amount of \$110 per year for the 1986-87 school year. This amount shall be increased to \$119 for the 1987-88 school year. This longevity step shall be earned by the cafeteria worker only if he has worked a minimum of five hours per day during the last year in which the longevity right accrued. An additional longevity step of compensation shall be paid after twenty years at the rate of \$110 additional per year for the 1986-87 school year under the same conditions with regard to the five hours per day minimum service during the last year in which the twenty years of longevity shall have accrued. The amount shall be increased to \$119 for the 1987-88 school year.

K. When the Board of Education terminates a cafeteria worker and at a later time rehires the cafeteria worker, the cafeteria worker shall be placed on the guide and shall be eligible for longevity as though there had been no interruption in the employment.

L. Each custodial employee shall receive an additional compensation in the amount of \$110 per year for the 1986-87 school year for possession of the black seal license, if he/she shall have the license during the entire year. The amount shall be increased to \$119 for the 1987-88 school year.

M. The night shift crew, composed of custodial employees assigned to work after 3:00 P. M., shall be paid additional compensation at the rate of ten (10%) percent of their monthly base pay for the months of September through June when so employed.

N. Custodial employees are assigned to special responsibilities and shall be paid an additional compensation for those responsibilities in the following categories:

1. Custodian of Grounds - \$520 per year for the 1986-87 school year and \$562 per year for the 1987-88 school year.
2. Mechanic - \$520 per year for the 1986-87 school year and \$562 per year for the 1987-88 school year.
3. Night Foreman - \$520 per year for the 1986-87 school year and \$562 per year for the 1987-88 school year.

O. Each educational secretary employed on a 12-month basis shall be paid in twenty-four (24) semi-monthly installments.

P. The Board shall reserve the right to make additional salary increments over and beyond the maximums as outlined in the attached schedules.

Q. Employees shall be provided with a statement of earnings and deductions made from those earnings, for each monthly salary payment.

ARTICLE 16

TEACHER ASSIGNMENT

A.1. All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building and room assignments for the forthcoming year by the end of the school year or no later than August 1st.

2. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after August 1st (except in the case of newly appointed teachers where the date shall be August 15th), the teacher affected shall be notified promptly in writing and, upon request of the teacher the changes shall be promptly reviewed between the Superintendent or his representative and the teacher affected, and, if desired, his representative. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the Grievance Procedure as set forth herein. The Grievance Procedure will terminate at Level Four. The grievance may not proceed to Level Five, which provides for binding arbitration.

ARTICLE 17

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A.1. The Superintendent shall post in all school buildings a list of the known vacancies which shall be available for the following school year. The Superintendent shall post such vacancies as soon as practicable so that employees desiring to be considered for reassignment and transfer shall have knowledge of the vacancies which are anticipated for the next school year.

2. Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than June 1st. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the employee shall be honored to the extent that the transfer does not conflict with the education requirements and best interests of the school system. If an employee's request for transfer or reassignment has been denied, the reason for such denial shall be stated in writing by the Superintendent. A renewal or subsequent request may be made in the following school year under the conditions prescribed above.

ARTICLE 18

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and except in cases of emergency, not later than August 15th.

B. When an involuntary transfer or reassignment is necessary, a teacher's area of competence, major and minor fields of study, length of service in the particular grade and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.

C. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Principal, Superintendent and the objecting teacher, and if desired by the objecting teacher, his representative will meet to review the facts. If no mutually agreeable solution can be reached, any procedural matters shall be subject to the Grievance Procedure. The grievance shall be initiated at Level Three.

D. A list of open positions in the school district

shall be made available to all teachers being involuntarily transferred. Such teachers may request the positions in order of preference, to which they desire to be transferred. A teacher being involuntarily transferred or reassigned shall be placed only in an equivalent position, i.e., one in which, among other things, there is no reduction in rank or in total compensation.

ARTICLE 19

PROMOTIONS

A. Promotional positions are defined as follows:
Positions paying a salary differential and/or positions in the administrative-supervisory levels of responsibility including but not limited to positions as Superintendent, Principal, Vice-Principal, Guidance Director, Supervisor. All vacancies in promotional positions including specialists and/or special project teachers, pupil personnel workers and positions in programs funded by federal government agencies shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be delivered to the Association at the time of posting. Employees who apply for such vacancies will submit their applications in writing to the Superintendent within the time specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the

Superintendent's office for continual considerations for future vacancies until the office is notified by an applicant that the application is withdrawn.

2. Employees who apply for a promotional position which may be filled during the summer period when school is not in regular session will submit their names to the Superintendent, together with the position for which they desire to apply. Such notice shall be sent as far in advance as practicable.

B. All qualified employees shall be given adequate opportunity to make applications and no position shall be filled until all properly submitted applications have been given due consideration. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to the qualified employees already employed by the Board.

ARTICLE 20

REDUCTION IN FORCE

A. In the event of a reduction in force, cafeteria workers, and teacher aides will be laid off in the inverse order of seniority; provided that all other things, as reflected in the evaluation ratings, are equal.

B. Seniority for the purpose of this Article shall be defined as years of continuous and uninterrupted service in the district.

C. In the event of a reduction in force among custodial staff with more than three years of service, the reduction in force shall be based on inverse order of seniority within classification.

ARTICLE 21

EMPLOYEE EVALUATION

A.1. All monitoring and observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

2. Each tenured teaching staff member shall be observed in the performance of his/her assigned duties at least twice annually. Each nontenured teaching staff member shall be observed in the performance of his/her assigned duties at least four times annually. Observations shall be long enough to permit the evaluator to observe a complete performance by the teaching staff member. Whenever possible, multiple observations that focus on different areas of responsibility are desirable. Multiple observations leading to a single post observation conference and report shall be spread over time to allow for improvement. However, the total time shall not exceed ten (10) days from the first observation and a verbal indication shall be given to the teacher that additional observations will take place, as well as areas of concern to the evaluator. The observation conference shall be conducted within five (5) days after the last observation. The observation report form shall be signed and dated by the staff member and the evaluator. The signature of the staff member indicates that he/she has seen the report, not necessarily agreement with its substance. A copy of the report shall be provided to the teaching staff member within ten (10) days of the conference. The teaching staff member shall be permitted to add his/her comments to the report at

the time of the conference or within ten (10) working days thereafter. An additional conference shall be granted upon request by the teaching staff member. This request must be made by the teaching staff member within five (5) days following receipt of the observation report. The staff member's comments will be attached and filed with the report.

3. The annual performance report shall be signed by the evaluator at the time of the conference and by the teaching staff member within five (5) working days of the conference. The signature indicates that he/she has seen the report, not necessarily agreement with its substance. The member may, within ten (10) working days of the conference, add material to the report not included by the evaluator. A copy of the report shall be provided to the teaching staff member within ten (10) working days of the conference.

B.1. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at his own expense, of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him during such review. At least once every five (5) years, a teacher shall have the right to indicate those documents and/or the materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and, if he, in his judgment, decides they are obsolete or otherwise inappropriate to retain, they shall be destroyed in the presence of the teacher.

2. No material derogatory to the teacher's conduct, service, character or personality shall be placed in his personnel files unless the teacher has had an opportunity to review such material, except during a time pending completion

of the investigation. The teacher shall acknowledge that he has reviewed such material by affixing his initials and/or his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

3. Although the Board agrees to respect and protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file.

4. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in the evaluation of the teacher in any manner, shall promptly be brought to the teacher's attention. The teacher shall have the right to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint. Complaints based on hearsay or received from anonymous sources shall summarily be disregarded.

C. Prior to any evaluation report the immediate superior of a non-tenure teacher shall have had sufficient communication but not necessarily in writing, including but not limited to the areas defined in Section E.1 below, with said teacher

regarding his performance as a teacher.

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

E.1. Supervisory reports on tenure teachers shall be issued in the name of the appropriate supervisor and shall be written. When pertinent, the report shall include:

a. Strengths and weaknesses of the teachers as evidenced during the period covered by the evaluation, and

b. Specific suggestions and recommendations as to the measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

2. Supervisory reports for tenure teachers shall be made at least two (2) times each year. Once each semester, not later than December 1 and April 1, respectively.

F.1. Supervisory reports shall be provided for non-tenure teachers at least four (4) times each year. The first not later than November 1 and the third not later than March 15.

2. No later than April 30, the Board shall give to each non-tenure teacher continuously employed since the preceding September 30th either:

a. A written offer of a contract for employment for the next succeeding year, or

b. A written notice that such employment shall not be offered.

3. Any non-tenure teacher who has received such notice of non-employment shall be entitled to a statement of written reasons for nonrenewal of contract if requested by the teacher; and will be given a limited type of hearing if request is "timely made" by the teacher, under provisions of the Donaldson Decision. The teacher shall make a written request for such hearing to the Board Secretary and Superintendent within fifteen (15) days of receipt of such notice. The Board shall issue its determination no later than May 31st.

G. The following evaluation procedure applies to non-certificated staff members:

1. All monitoring and observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

2. In order to provide a basis for employee improvement and to measure employee effectiveness, all employees shall be subject to periodic observation and evaluation of their work. Such evaluation shall consist of not less than two observations.

3. Employees shall be informed in advance of the evaluation standards and criteria against which their work

performance will be measured and judged.

4. Each evaluation shall be summarized in accordance with a numerical rating system of from 1 to 5 with a rating of 5 being the highest rating.

5. An employee shall be informed whenever a written evaluation is being prepared for placement in the individual's personnel file.

6. Employees shall have the right, upon request, to a conference with the evaluator within a reasonable time after the completion of the evaluative observation.

7. The employee has the right to receive and sign for copies of observations and evaluation reports, and if the employee so desires, to append written comment to the evaluation report.

8. An employee shall have the right, upon request, to review the contents of his personnel file.

9. An employee shall have the right to have an unfavorable evaluation reviewed by the Superintendent of Schools.

10. An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies at his own expense of any documents contained therein. An employee shall be entitled to have a representative of the Association accompanying him during such review. At least once every five (5) years, an employee shall have the right to indicate those documents and/or the materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and, if he, in his judgment, decides that they are obsolete or otherwise inappropriate to retain, they shall be destroyed in the presence of the employee.

ARTICLE 22

INSTRUCTIONAL COUNCIL

A. An Instructional Council shall be established and it shall consist of the Superintendent and a minimum of four (4) representatives to be selected by the Superintendent and a minimum of four (4) representatives to be selected by the Association President. The Council shall meet at least once each month and advise the Board on such matters as teaching techniques, curriculum improvement, extra-curricular programs, in-service testing, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, educational specifications for buildings, and other related matters regarding the effective educational operation of the Manasquan School District, and to advise the Superintendent of any problems, except personnel, which exist within the district. Matters may be placed on the agenda for discussion by the Council, provided the matters are discussed with the building principal at least one week prior to discussion in the Instructional Council.

B. The Instructional Council shall establish its own rules of procedure and shall provide for the rotation of the chairmanship. Such chairman shall be responsible for the arrangement and conduct of meetings.

C. Minutes of the meetings of the Instructional Council shall be recorded. Copies of the minutes shall be kept in a file maintained for such purpose by the Secretary of the Board of Education. Copies of the minutes shall be distributed to each member of the Committee. Recommendations of the Council shall be submitted in writing and distributed to each member of the Board, and the Association. However, the findings of fact, conclusions and recommendations shall be purely advisory and shall not be binding on the Board of Education.

D. Nothing in this Article shall be interpreted to prevent the Council from consulting with additional teachers, professional advisors, parents, students or other persons as needed.

ARTICLE 23

SICK LEAVE AND RETIREMENT

A. Sick leave is defined as the absence from his post of duty, of any employee because of personal disability due to illness or injury, or because he has been excluded from school by the medical authorities of the school district on account of contagious disease or of being quarantined for such disease in his immediate family or household.

B.1. Any employee of the Board employed on a 12-month basis shall be allowed sick leave with full pay for a minimum of twelve (12) days in any fiscal year (school year for teachers).

2. Any employee of the Board employed on a 10-month basis shall be allowed sick leave with full pay for a minimum of ten (10) days in any fiscal year (school year for teachers).

3. It shall be the obligation of the employee to certify that the absence resulted from personal illness, and any employee absent over three consecutive days may be required to file a doctor's certificate of illness.

4. Unused sick leave days shall be accumulated from year to year with no maximum limit.

C.1. Absence beyond the accrued leave credit shall receive special separate consideration of the Board. Decisions reached by the Board, based on the merits of individual cases, shall not be considered as setting precedents for the future.

2. If no special consideration is given under the provisions of Paragraph 1 above for teachers, an additional thirty (30) days of sick leave beyond the cumulative leave occurred may be granted, in any single year, if necessary. Deduction from the teacher's pay for such period shall be made for the cost of substitute at the prevailing pay scale for substitute teachers.

3. Loss of a day's pay for absence other than stipulated in this Agreement for teachers shall be computed at a rate of 1/200 of the annual salary.

4. For all other employees, loss of a day's pay for absence other than stipulated shall be computed at the rate of 1/240 of the annual salary for 12-month employees and 1/185 of the annual salary for 10-month employees.

5. The total amount deducted from the employee's pay and the number of days for which full pay was deducted shall appear in the statement of earnings and deductions of the pay period from which the deduction is made.

D.1. Teachers who retire in accordance with the rules of the Teachers Pension and Annuity Fund after working fifteen (15) years in Manasquan School District will be compensated for one hundred (100%) percent of their unused accumulated sick leave at a rate of \$15.00 per day; provided, however, that any teacher who has accumulated more than one hundred and fifty (150) days of sick leave shall be reimbursed at the rate of \$25.00 per day for all accumulated days.

2. Teachers Aides, Educational Secretaries, Custodial employees, and cafeteria workers who retire in accordance with

the Public Employment Retirement System after working fifteen (15) years in Manasquan School District shall be compensated for one hundred (100%) percent of their unused accumulated sick leave at the rate of \$13.00 per day; provided, however, that any teacher aide, educational secretary, custodial employee, or cafeteria worker who has accumulated more than one hundred fifty (150) days of sick leave shall be reimbursed at the rate of \$22.00 per day for all accumulated days.

3. Custodial employees who retire after in accordance with the Public Employment Retirement System working between ten (10) and fifteen (15) years in the Manasquan School District shall be compensated for seventy-five (75%) percent of their unused accumulated sick leave at the rate of \$10.00 per day; provided; however, that any custodial employee who has accumulated more than one hundred fifty (150) days of sick leave shall be reimbursed at the rate of \$18.00 per day for all accumulated days.

4. Cafeteria workers who retire in accordance with the Public Employment Retirement System after working twelve (12) years in the Manasquan School District will be compensated for seventy-five (75%) percent of their unused accumulated sick leave at the rate of \$6.50 per day; provided; however, that any cafeteria worker who has accumulated more than one hundred fifty (150) days of sick leave shall be reimbursed at the rate of \$11.00 per day for all accumulated days.

5. The above provisions apply only to sick days earned during employment with the Manasquan School District, and accumulated by employees with the stipulated minimum years of service completed within the district.

ARTICLE 24

TEMPORARY LEAVES OF ABSENCE

A. Employees shall have the right to apply for the following temporary non-accumulative leaves of absence with full pay each fiscal year (school year for teachers):

1. Three (3) days leave of absence, one (1) of which shall be granted for personal reasons, and two (2) of which may be granted for reasons subject to approval by the Superintendent of Schools. Application for leave under this provision shall be made on the checklist forms prepared by the Superintendent and the Association President.

2. Times necessary for appearance in any level proceeding connected with the teacher's employment or with the school system. (This clause is not applicable to other employees)

3. Times necessary for appearance in a legal proceeding if the employee is required by law to attend. (e.g., subpoena, etc.)

4. Bereavement leave of up to five (5) school days from the date of death shall be granted per occurrence for the death of any member of the immediate family including an employee's spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, and any other member of the immediate household. Employees may be absent from school duties without

loss of pay for a period of one (1) day for the death of a relative or close friend outside the employee's immediate family, as defined below.

For employees, in the event that there are no work days scheduled in the seven (7) days immediately following the date of death, bereavement leave may be granted at the discretion of the Superintendent of Schools. The exercise of such discretion shall not become the basis for the establishment of a practice.

5. In the event of the death of an employee or student in the Manasquan School District, the Superintendent shall grant to an appropriate number of the Association representatives sufficient time off for attendance at the funeral.

6. Time necessary for employees called into temporary active duty of any unit of a military organization as hereafter defined, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall receive his full regular pay in accordance with the Statutes pertaining thereto as hereinafter cited:

a. N.J.S.A. 38A:4-4 Leave of Absence for employees without loss of pay; additional to regular vacation:

All officials and employees of the State or of any Board or Commission of the State or of any County, School District, or Municipality who are members of the organized militia shall be entitled to

leave of absence from their respective duties without loss of pay or time on all days during which they shall be engaged in active duty, active duty for training or other duty ordered by the Governor; provided however, that the leaves of absence for active duty or active duty for training shall not exceed 90 days in the aggregate in any one year.

b. N.J.S.A. 38:23-1 Leave of Absence for field training in reserve corps of United States:

An officer or employee of the State or a County or Municipality who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or the United States Marine Corps Reserve, or other organization affiliated therewith, shall be entitled to leave of absence from his respective duty without loss of pay or time on all days on which he shall be engaged in field training. Such leave of absence shall be in addition to the regular vacation allowed such employee.

7. The President of the Association or his designee shall be granted up to two (2) days per year for attendance at meetings, workshops, or conferences of a professional nature. Application for such leave under this provision shall be made to the Superintendent at least three (3) days in advance of taking such leave.

B. Leaves taken pursuant to Section A(1) above, shall be in addition to any sick leave to which the employee is entitled.

C. Other temporary leaves of absence may be granted by the Board.

D. For each two (2) full days of unused personal leave, one day of accumulated sick leave shall be credited to each employee's sick leave account. Two days of sick leave will be credited for three full days of unused personal days.

E. Application to the Superintendent or his designee for a temporary leave of absence shall be made on a form listing categories of reasons, such form to be developed jointly by the Superintendent of Schools and the Association President. The application shall be made at least two (2) days before taking such leave (except in the case of emergencies) and give the reason why the request is made.

F. No personal days with the exception of those described in Section A(4) (5) (6) and (7) may be utilized before or after a scheduled holiday as defined by the school calendar except that exceptions for emergencies may be applied for and granted by written approval of the Superintendent of Schools.

ARTICLE 25

EXTENDED LEAVES OF ABSENCE

A. Military leave without pay shall be granted to any teacher who is inducted in any branch of the armed forces of the United States for a period of induction of up to two years.

B. The Board shall grant maternity leave without pay to any female employee upon request subject to the following stipulations and limitations:

1. Maternity leave shall be granted when a female employee is unable to physically continue with her duties as an employee because of pregnancy and shall terminate as soon as she is physically able to return to her duties as may be determined by a physician; or, for a period of time mutually agreeable to the employee and the Board.

2. Any employee granted maternity leave without pay, according to the provisions of this section, may, at her discretion, elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.

C. Any employee who proposes to adopt a child may receive a leave without pay in order to meet the adoption requirements. Said leave shall be granted upon mutual agreement

between the Board and the employee as to the conditions of the leave. Accrued sick leave benefits shall not be usable while on leave to meet adoption requirements.

D. Upon return from leave granted pursuant to Section A 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 tenure requirements.

E. All employees, excluding teachers, who become physically disabled in connection with a pregnancy, may use sick leave in accordance with the provisions of Article XXIII, provided, however, that no employee on an unpaid leave of absence shall be eligible to use sick leave. The Board reserves the right to require appropriate medical certification of the disability and, where necessary, independent medical examination.

F. All requests for extensions or renewals of leaves shall be submitted and answered in writing where time permits this to be possible.

G. Other leaves of absence may be granted by the Board for good reason.

ARTICLE 26

SABBATICAL LEAVES

A. The Board may grant a sabbatical leave to tenured teaching staff members for study, including study in another area of specialization, subject to the following:

1. Request for sabbatical leave must be received in writing by the Superintendent no later than December 1 and action shall be taken on all such requests no later than February 1 of the year preceding the school year for which the sabbatical leave is requested.

2. The teacher has completed at least seven full years of service in the Manasquan School District.

3. A teacher on sabbatical (limited to a full school year only) shall be paid by the Board at sixty (60%) percent of the salary rate which he would have received if he had remained on active duty.

4. Upon return from sabbatical leave a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained in the system during his period of absence.

5. As a condition of being granted leave, the teacher shall enter into a contract with the Manasquan School District wherein he or she agrees to continue in the service

of the Board for a period of not less than two (2) years after the expiration of the sabbatical leave. If the teacher fails to continue in service after such sabbatical leave, such teacher shall repay to the Board the sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the (2) subsequent years bear to the full two (2) years, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reason by the Board of Education from this obligation.

6. The program of study to be taken by the teacher on sabbatical leave must have prior approval of the Board and which approval shall not be unreasonably withheld.

7. A teacher must satisfactorily complete courses taken while on sabbatical, in accordance with the standards established by the institution, or reimburse the Board for money expended within two (2) years of the start of the following school year or further satisfactorily complete the course or courses within said time.

8. A teacher on sabbatical shall be required to obtain Board approval before any compensated employment is undertaken during the term of the sabbatical, excluding continuation of part-time employment, engaged in while a full-time teaching staff member and excluding employment undertaken outside of regular school hours.

ARTICLE 27

SUBSTITUTES

A.1. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall notify the principal's office (or the principal's home telephone) or other designated answering service as soon as possible, and in any event, prior to the opening of the school day, to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

B. Teachers can be assigned to provide substitute coverage for a class. Such assignments should be made on a voluntary basis. If there are no volunteers and no teachers can be reassigned from a duty assignment, substitute coverage assignments can be made on an involuntary basis. If involuntary assignments are necessary, they shall be made on a rotation basis among the staff schedule for conference periods. Effective 9/1/84, teachers assigned to provide substitute coverage for a class during a conference period shall be compensated at a rate of \$8.00 per period.

ARTICLE 28

PROFESSIONAL DEVELOPMENT
AND EDUCATIONAL IMPROVEMENT

A. The Board and the Association support the principle of continuing training of teachers and improvement of instruction. To work toward the ends stated above, the Board agrees:

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

2. To cooperate with the Association in arranging those in-service courses, workshops, conferences, and programs to improve the quality of instruction.

ARTICLE 29

INSURANCE PROTECTION

A. Except as noted in paragraph E below, the Board shall pay the full premium cost for each full-time employee in the bargaining unit and the full premium costs for each full-time employee's dependents, including hospital, medical/surgical insurance and major medical expense insurance; provided, however, that the Board shall have no obligation to pay premium costs of rates in excess of those in effect on June 30, 1988.

1. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) months, commencing October 1 and ending September 30; when necessary, premiums on behalf of the employee shall be made prospectively to insure uninterrupted participation in coverage.

2. Provisions of the health-care insurance program shall be detailed in the master contract between the Board and the insurance carrier. The carrier shall provide each covered employee with a statement of available benefits.

B. The Board shall continue to provide a full family dental insurance program to full-time employees in the bargaining unit; provided, however, that the Board shall have no obligation to pay premium costs of rates in excess of those in effect on June 30, 1988.

C. Effective July 1, 1984, the Board shall continue to provide a prescription drug insurance program with a \$2.00 co-pay plan provision to all full-time employees in the bargaining unit; provided, however, that the Board shall have no obligation to pay premium costs of rates in excess of those in effect on June 30, 1986.

D. The insurance carrier shall provide to each employee a description of the health-care coverage provided under this Article, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed.

E. Cafeteria workers and aides hired after July 1, 1986 shall not be eligible for health insurance, fringe benefits; provided however, that any cafeteria worker or aide employed prior to June 30, 1986 who is subject to a reduction in force shall, if rehired, be entitled to the same level of fringe benefits as was provided prior to the RIF.

ARTICLE 30

DEDUCTION FROM SALARIES

A.1 The Board agrees to deduct from the salaries of its employees, dues for the Manasquan Education Association, the Monmouth County Education Association, the New Jersey Education Association or 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 1967 (N.J.S.A. 52:14-15.9(e)) 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 Manasquan Education Association by the 15th of each month following the monthly pay period in which the deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations. Employee authorizations shall be in writing on the appropriate form supplied by the Association.

2. Each of the Associations named above shall certify 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. Additional authorizations for deduction may be received after August 1 under rules established by the State Department of Education

4. The filing of notice of an employee's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

ARTICLE 31

REPRESENTATION FEE

1. If any employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employees' per capita cost of services rendered by the Association as majority representative.

2. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its own members.

3. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible for the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

4. The employer shall remit the amount deducted to

the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

5. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.

7. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Board shall have no obligation to defend actions arising under this Article but, once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation.

ARTICLE 32

MISCELLANEOUS PROVISIONS

A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

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

C. If any provision of this Agreement or any applications of this Agreement to any employee hereby covered shall be found to be contrary to law, such provision or application shall have the effect only to the extent permitted by law; but all other provisions or applications of this Agreement shall continue in full force and effect.

D. Any individual contract between the Board and an individual employee heretofore or hereafter executed, shall

be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at Broad Street,
Manasquan, New Jersey 08736;
2. If by Board, to Association at High School,
Broad Street, Manasquan, New Jersey 08736.

ARTICLE 33

DURATION OF AGREEMENT

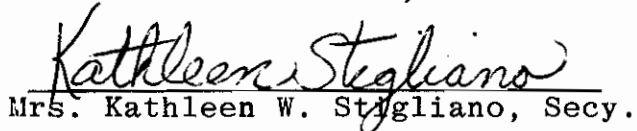
This Agreement shall be effective as of July 1, 1986 and shall be effective until June 30, 1988, subject to the Association's right to negotiate a successor Agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated above, unless it is extended by written mutual agreement of the Board and the Association.

IN WITNESS WHEREOF, the Board and the Association have each caused this Agreement to be duly executed by their respective Presidents and Secretaries.

MANASQUAN EDUCATION ASSOCIATION



Mr. Robert H. Emmons, President


Mrs. Kathleen W. Stagliano, Secy.

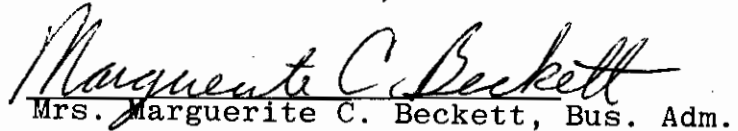
Dated: July 21, 1986

(MEA Ratification)

MANASQUAN BOARD OF EDUCATION



Mr. George G. Grim, President


Mrs. Marguerite C. Beckett, Bus. Adm.

Dated: July 21, 1986

(Board Ratification)

**MANASQUAN BOARD OF EDUCATION
Manasquan, New Jersey**

TEACHERS' SALARY GUIDE (1986-1987)

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>DOCT</u>
1	\$19,000	\$21,000	\$23,000
2	19,700	21,700	23,700
3	21,650	23,650	25,650
4	22,450	24,450	26,450
5	23,350	25,350	27,350
6	24,250	26,250	28,250
7	25,030	27,030	29,030
8	26,190	28,190	30,190
9	28,680	30,680	32,680
10	33,370	35,370	37,370

TEACHERS' SALARY GUIDE (1987-1988)

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>DOCT</u>
1	\$19,450	\$21,450	\$23,450
2	20,150	22,150	24,150
3	21,700	23,700	25,700
4	22,900	24,900	26,900
5	23,800	25,800	27,800
6	24,700	26,700	28,700
7	25,500	27,500	29,500
8	26,700	28,700	30,700
9	29,200	31,200	33,200
10	35,600	37,600	39,600

* 15 years in the district \$500 longevity

MANASQUAN BOARD OF EDUCATION
Manasquan, New Jersey

SALARY GUIDE FOR SECRETARIES (1986-1987)

GUIDE A

STEP 1 (1)	\$10,500
STEP 2 (2-3)	\$11,500
STEP 3 (4)	\$12,250
STEP 4 (5)	\$13,000
STEP 5 (6-7)	\$13,750
STEP 6 (8)	\$14,250
STEP 7 (9-10)	\$15,000
STEP 8 (11-12)	\$16,500
STEP 9 (L13)	\$18,000
STEP 10 (L14,L20,L25)	\$19,000

* 15 years in district \$500 longevity

SALARY GUIDE FOR SECRETARIES (1987-1988)

GUIDE A

STEP 1	\$11,000
STEP 2	\$12,000
STEP 3	\$12,750
STEP 4	\$13,500
STEP 5	\$14,300
STEP 6	\$15,000
STEP 7	\$15,500
STEP 8	\$16,250
STEP 9	\$18,250
STEP 10	\$19,750

* 15 year in district \$500 longevity

MANASQUAN BOARD OF EDUCATION
Manasquan, New Jersey

SALARY GUIDE FOR SECRETARIES (1986-1987)

GUIDE B

STEP 1 (1)	\$ 9,000
STEP 2 (2-3)	\$ 9,250
STEP 3 (4)	\$10,500
STEP 4 (5)	\$11,250
STEP 5 (6-7)	\$12,000
STEP 6 (8)	\$12,500
STEP 7 (9-10)	\$13,400
STEP 8 (11-12)	\$15,000
STEP 9 (13)	\$16,500
STEP 10(L14)	\$17,500

*15 years in district \$500 longevity

SALARY GUIDE FOR SECRETARIES (1987-1988)

GUIDE B

STEP 1	\$ 9,500
STEP 2	\$10,250
STEP 3	\$11,000
STEP 4	\$11,700
STEP 5	\$12,500
STEP 6	\$13,200
STEP 7	\$13,750
STEP 8	\$14,750
STEP 9	\$16,750
STEP 10	\$18,250

* 15 years in district \$500 longevity

MANASQUAN BOARD OF EDUCATION
Manasquan, New Jersey

SALARY GUIDE FOR CAFETERIA (1986-1987)

STEP 1	\$4.68
STEP 2	\$4.81
STEP 3	\$5.03
STEP 4	\$5.29
STEP 5	\$5.69

SALARY GUIDE FOR CAFETERIA (1987-1988)

STEP 1	\$5.08
STEP 2	\$5.22
STEP 3	\$5.46
STEP 4	\$5.74
STEP 5	\$6.17

SALARY GUIDE FOR AIDES (1986-1987)

STEP 1	\$4.72
STEP 2	\$4.98
STEP 3	\$5.22
STEP 4	\$5.29
STEP 5	\$5.60

SALARY GUIDE FOR AIDES (1987-1988)

STEP 1	\$5.12
STEP 2	\$5.40
STEP 3	\$5.66
STEP 4	\$5.74
STEP 5	\$6.08

MANASQUAN BOARD OF EDUCATION
Manasquan, New Jersey

SALARY GUIDE FOR CUSTODIAN/MATRON (1986-1987)

STEP 1	\$ 9,500
STEP 2	\$10,000
STEP 3	\$11,800
STEP 4	\$12,675
STEP 5	\$12,975
STEP 6	\$13,025
STEP 7	\$13,400
STEP 8	\$13,675
STEP 9	\$14,200
STEP 10	\$14,625
STEP 11	\$16,400
STEP 12	\$18,000

SALARY GUIDE FOR CUSTODIAN/MATRON (1987-1988)

STEP 1	\$ 9,700
STEP 2	\$10,200
STEP 3	\$11,200
STEP 4	\$12,370
STEP 5	\$13,370
STEP 6	\$13,700
STEP 7	\$14,470
STEP 8	\$14,870
STEP 9	\$15,200
STEP 10	\$16,500
STEP 11	\$18,000
STEP 12	\$19,700

* 15 years in district \$100 longevity

ADOPTED: 7/21/86

MANASQUAN BOARD OF EDUCATION
Manasquan, New Jersey

1986-87
SCHEDULE "C"

M.E.A./Board Contract -- Extracurricular Compensation

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
FOOTBALL:					
Varsity	\$2,390	\$2,585	\$3,100	\$3,510	\$3,935
Assistants (7)	1,600	1,740	2,105	2,315	2,525
BASKETBALL:					
Varsity	2,120	2,295	2,800	3,110	3,435
Assistants (2B-2G)	1,465	1,590	1,935	2,145	2,355
BASEBALL/SOFTBALL:					
Varsity	1,830	1,990	2,465	2,775	3,105
Assistants (2B-2G)	1,300	1,430	1,775	1,985	2,195
TRACK:					
Varsity (2B-2G)	1,700	1,850	2,315	2,625	2,955
Assistant (1B-1G)	1,300	1,425	1,765	1,975	2,185
SOCCER:					
Varsity (1B-1G)	1,755	1,905	2,380	2,690	3,020
Assistant (2B-2G)	1,300	1,425	1,765	1,975	2,185
WRESTLING:					
Varsity	1,810	1,965	2,440	2,750	3,080
Assistants (2)	1,310	1,430	1,775	1,985	2,195
CROSS COUNTRY: (1B-1G)	1,310	1,430	1,775	1,975	2,185
TENNIS: (1B-1G)	1,100	1,210	1,535	1,735	1,945
BOWLING: (1B-1G)	1,010	1,110	1,415	1,625	1,835
GOLF:	1,070	1,165	1,480	1,675	1,885
FIELD HOCKEY:					
Varsity	1,755	1,905	2,380	2,690	3,020
Assistant	1,300	1,425	1,765	1,975	2,185
GYMNASTICS:					
Varsity	1,305	1,430	1,770	1,970	2,180
Assistant	975	1,075	1,325	1,475	1,625
CHEERLEADERS:					
Director	1,375	1,525	1,695	2,025	2,355
Assistant	1,075	1,195	1,350	1,625	1,825
INTRAMURALS:					
Fall (2)	830	925	1,045	1,175	1,205
Weightlifting (1)	3,000	3,500	4,000	4,500	5,000
TREAS./CENTRAL FINANCE:	1,285	1,410	1,740	1,935	2,135

1986-87

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DRAMA:					
Director	1,780	1,935	2,375	2,575	2,785
Assistant	1,130	1,240	1,570	1,625	1,775
BAND & CHORAL:					
Director	1,625	1,765	2,190	2,375	2,585
Assistant	1,065	1,170	1,475	1,625	1,775
YEARBOOK:					
Faculty Advisor	890	980	1,220	1,375	1,535
Business Advisor	820	895	1,110	1,275	1,435
NEWSPAPER ADVISOR:	1,000	1,085	1,340	1,540	1,735
KEY CLUB ADVISORS: (2)	840				
STUDENT COUNCIL ADVISOR:	800				
OLYMPICS OF THE MIND:					
Coach	525	600	700	800	900
Assistant	375	450	550	650	750
CLASS ADVISORS: (8)	400				
NATIONAL HONOR SOCIETY:	400				

ELEMENTARY SCHOOL POSITIONS

SOCCER: (1B-1G)	910	1,040	1,320	1,525	1,735
BASKETBALL COACH:	1,090	1,195	1,480	1,675	1,895
(1B-1G)					
BASEBALL/SOFTBALL:	915	1,005	1,285	1,475	1,695
(1B-1G)					
CHEERLEADER DIRECTOR:	995				
INTRAMURALS: (2B-2G)	500	575	790	840	940
NEWSPAPER ADVISOR:	100/per issue				
DRAMA DIRECTOR	150/per play				
YEARBOOK ADVISOR:	350				
STUDENT COUNCIL ADVISOR:	600				
KEY CLUB ADVISOR:	400				

(A longevity increment of \$200 shall be paid to each employee with "10" or more years of service.)

Positions: Coaches being promoted from an assistant to a head coach will be given **one (1) year credit** on the **head coach levels** for each **two-year's experience as an assistant** in Manasquan. The **maximum credit** to be given shall be **four (4) years** as an assistant -- with placement on the third step of the head coaching guide.

MANASQUAN BOARD OF EDUCATION
Manasquan, New Jersey

1987-88
SCHEDULE "C"

M.E.A./Board Contract -- Extracurricular Compensation

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
FOOTBALL:					
Varsity	\$2,390	\$2,585	\$3,200	\$3,635	\$4,085
Assistants (7)	1,600	1,740	2,205	2,440	2,675
BASKETBALL:					
Varsity	2,120	2,295	2,900	3,235	3,585
Assistants (2B-2C)	1,465	1,590	2,035	2,295	2,505
BASEBALL/SOFTBALL					
Varsity	1,830	1,990	2,565	2,900	3,255
Assistants (2B-2C)	1,300	1,430	1,875	2,110	2,345
TRACK:					
Varsity (2B-2C)	1,700	1,850	2,415	2,750	3,105
Assistant (1B-1C)	1,300	1,425	1,865	2,100	2,335
SOCCER:					
Varsity (1B-1C)	1,755	1,905	2,480	2,815	3,170
Assistant (2B-2C)	1,300	1,425	1,865	2,100	2,335
WRESTLING:					
Varsity	1,810	1,965	2,540	2,875	3,230
Assistants (2)	1,310	1,430	1,875	2,110	2,345
CROSS COUNTRY: (1B-1C)	1,310	1,430	1,875	2,100	2,335
TENNIS: (1B-1C)	1,100	1,210	1,635	1,860	2,095
BOWLING: (1B-1C)	1,010	1,210	1,635	1,885	1,985
GOLF:	1,070	1,165	1,580	1,800	2,035
FIELD HOCKEY:					
Varsity	1,755	1,905	2,480	2,815	3,170
Assistant	1,300	1,425	1,865	2,100	2,335
GYMNASTICS:					
Varsity	1,305	1,430	1,870	2,095	2,330
Assistant	975	1,075	1,425	1,600	1,775
CHEERLEADERS:					
Director	1,375	1,525	1,795	2,150	2,505
Assistant	1,075	1,195	1,450	1,750	1,975
INTRAMURALS:					
Fall (2)	830	925	1,145	1,200	1,355
Weightlifting (1)	3,000	3,500	4,000	4,500	5,000
TREAS./CENTRAL FINANCE:	1,285	1,410	1,840	2,060	2,285

1987-88

-2-

DRAMA:

Director	1,780	1,935	2,475	2,700	2,935
Assistant	1,130	1,240	1,670	1,750	1,925

BAND & CHORAL:

Director	1,625	1,765	2,290	2,500	2,735
Assistant	1,065	1,170	1,575	1,750	1,925

YEARBOOK:

Faculty Advisor	890	980	1,320	1,500	1,685
Business Advisor	820	895	1,210	1,400	1,585

NEWSPAPER ADVISOR: 1,000 1,085 1,440 1,665 1,885

KEY CLUB ADVISORS: (2) 840

STUDENT COUNCIL ADVISOR: 900

OLYMPICS OF THE MIND:

Coach	525	600	825	900	975
Assistant	375	450	675	775	850

CLASS ADVISORS: (8) 500

NATIONAL HONOR SOCIETY: 500

ELEMENTARY SCHOOL POSITIONS

SOCCER: (1B-1G) 910 1,040 1,420 1,650 1,885

BASKETBALL COACH: (1B-1G) 1,090 1,195 1,580 1,800 2,045

BASEBALL/SOFTBALL: (1B-1G) 915 1,005 1,385 1,600 1,845

CHEERLEADER DIRECTOR: 995

INTRAMURALS: (2B-2G) 500 575 890 965 1,240

NEWSPAPER ADVISOR: 120/per issue

DRAMA DIRECTOR 175 /per play

YEARBOOK ADVISOR: 350

STUDENT COUNCIL ADVISOR: 650

KEY CLUB ADVISOR: 450

(A longevity increment of \$200 shall be paid to each employee with "10" or more years of service.)

Oct 19 10 22 AM '88

Positions: Coaches being promoted from an assistant to a head coach will be given **one (1) year credit** on the head coach levels for each **two-year's experience as an assistant** in Manasquan. The **maximum credit** to be given shall be **four (4) years** as an assistant -- with placement on the third step of the head coaching guide.