

**AN AGREEMENT BETWEEN THE
LITTLE EGG HARBOR TWP. EDUCATION ASSOC.
AND THE
BOARD OF EDUCATION OF
LITTLE EGG HARBOR TOWNSHIP
COUNTY OF OCEAN, NEW JERSEY**

2003-04 to 2005-06

PREAMBLE

This Agreement entered into this 27th day of August, 2003, by and between the Board of Education of Little Egg Harbor Township, County of Ocean, State of New Jersey, hereinafter called the "Board," and the Little Egg Harbor Township Education Association, hereinafter called the "Association."

WITNESS

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Little Egg Harbor Township District is their primary aim and that the character of such education depends predominately upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes in administration, and the maintenance of high morale among the teaching faculty, and

WHEREAS, the members of the teaching profession are particularly qualified to advise on programs designed to improve educational standards, and

WHEREAS, the Board has an obligation, in accordance with Public Employer-Employee Relations Act, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

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

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

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ARTICLE I RECOGNITION

1.01 Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all teachers, whether under contract, or on leave.

Excluded are the following:

- Superintendent
- Principal
- Assistant Principal
- Substitute Teachers
- Home Instruction
- Supervisor of Special Education
- Supervisor of Curriculum
- Doctor
- Dentist
- Business Administrator/Board Secretary
- All Supervisory Personnel
- Social Worker - Non-certificated

1.02 Definition of Teacher

Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all full-time and part-time professional employees under contract represented by the Association in the negotiating unit as above defined. References to male teachers shall include female teachers, and references to female teachers shall include male teachers.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

2.01 Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Public Employer-Employee Relations Act in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

2.02 Modification

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

2.03 Negotiations of Successor Agreement

In the event of the Public Employment Relations Commission or other public body having appropriate jurisdiction establishing a mandatory timetable for such negotiations, the parties agree to be bound by said timetable, anything contained herein to the contrary notwithstanding.

2.04 It is understood by all parties that negotiations will be conducted in good faith.

ARTICLE III
GRIEVANCE PROCEDURE

- 3.01 The term grievance means a complaint by any teacher that there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting said teacher, or that said policy, agreement or administrative decision itself is inequitable, improper or unjust. The term grievance shall not apply to any matter for which a method of review is prescribed either by Law or by any rules or regulations of the State Board of Education.
- 3.02 An aggrieved teacher shall institute action under the provisions herewith within 20 working days of the occurrence complained of or within 20 working days after he should reasonably be expected to know of its occurrence. Failure to act within said 20 working days shall be determined to constitute abandonment of the grievance provided that where an occurrence is part of a recurring series of events, those events occurring more than 20 working days prior to the institution of the procedures provided herewith may be considered for the purpose of determining the validity of the complaint.
- 3.03 A teacher processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
- 3.04 In the presentation of a grievance, the teacher shall have the right to present his appeal pro se, by attorney or to be represented by the Association, but may not be represented by any other organization. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views before the Administrator and all levels above.
- 3.05 Teachers are requested first to discuss their grievance orally with their immediate superiors. Such oral discussion should be with the School Administrator. Such discussion should occur during the 20 working day period and shall not extend it except by written consent of the School Administrator.
- 3.06 If the grievance is not resolved to the teacher's satisfaction, the teacher shall submit his grievance in writing to the Administrator of the school within ten (10) working days of the date of the oral discussion with the immediate supervisor. The written grievance shall specify:
- (a) The specific provision(s) of this agreement, Board policy(ies) or administrative decision(s) which give rise to the grievance.
 - (b) The date the alleged grievance occurred.
 - (c) The nature and extent of the injury or loss.
 - (d) The results of the prior discussions.
 - (e) The relief or remedy sought.
- 3.07 Within 5 school days from the receipt of the written grievance, the

Administrator shall set a day for a hearing which shall be within 10 school days from the receipt of the written grievance unless a different period is mutually agreed upon.

- 3.08 Within 10 days after said hearing unless a different period is mutually agreed upon, the Administrator shall, in writing, advise the teacher and his representative, if there be one.
- 3.09 In the event of the failure of the Administrator to act in accordance with the provisions of Paragraphs 3.07 and 3.08, or in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by any party, the dissatisfied party within 10 days of the act or failure to act may appeal to the Board of Education.
- 3.10 Where an appeal is taken to the Board, there shall be submitted by the grievant a statement of the dissatisfaction of the party appealing to which shall be attached copies of all previous writings. A copy thereof (which may be without attachments) shall be delivered to the Administrator and all other parties. The statement shall request a hearing if desired.
- 3.11 The Board shall review the grievance and hold a hearing with the teacher, and excepting for good cause shown, render a decision in writing within 30 calendar days of receipt of the grievance by the Board.
- 3.12 In the event that the grievant, or the Association, as the case may be, shall be dissatisfied with the disposition by the Board, a further appeal shall be allowed within 15 days thereof, as follows:
 - a) A matter arising under school law may be appealed to the Commissioner of Education pursuant to the rules and regulations of the State Board of Education.
 - b) A matter relating to terms and conditions of employment, and not cognizable before the Commissioner of Education, may be taken to binding arbitration by the Public Employment Relations Commission.
- 3.13 If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Administrator directly and the processing of such grievances shall be commenced at that level.
- 3.14 Once initiated, the Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
- 3.15 All hearings under this procedure shall be conducted in private and shall include only persons directly concerned and their designated or selected representative.
- 3.16 A mutually acceptable form will be utilized to facilitate the above grievance

procedure after the first five (5) steps have been completed.

ARTICLE IV
RIGHTS

4.1 TEACHER RIGHTS

- 4.01 Statutory Savings Clause
Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws, or other applicable laws and regulations.
- 4.02 Just Cause Provision
No teacher shall be disciplined or reprimanded 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.
- 4.03 Suspensions
No teacher shall be deprived of pay without the Board's formal suspension, except that the withholding of an increment shall be pursuant to statute.
- 4.04 Criticism of Teachers
Any question or criticism by the Administrator, or Board Member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings unless the teacher chooses to make such questions or criticisms public.
- 4.05 Association Identification
No teacher shall be prevented from wearing standard, or conventional pins, or other identification of membership in the Associations, or its affiliates.
- 4.06 Involuntary Transfers
- a) In the event that involuntary transfer becomes necessary, every effort will be made by the Administrator to meet with the individuals involved.
 - b) In the event that a teacher objects to the transfer or reassignment, the teacher can file a letter stating his or her feelings concerning the transfer.

4.2 BOARD RIGHTS

- 4.20 The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations.
- (a) To direct employees of the school district.
 - (b) To hire, promote, transfer, assign and retain employees in positions in the school district, and for just cause to suspend, to demote, discharge or take other disciplinary action against employees.
 - (c) To relieve employees from duty 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.
 - (f) To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- 4.21 It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- 4.22 The parties agree that the procedures outlined in the Agreement are binding to both parties.
- 4.23 The Little Egg Harbor Township Board of Education is an Affirmative Action/Equal Opportunity Employer.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

5.01 Information

The Board agrees to furnish to the Association, in response to reasonable request, available and non-confidential information concerning the financial, educational and personnel resources of the school district as reasonably needed to negotiate, investigate, or process grievances on behalf of its members or other materials that affect terms and conditions of employment. Such requests shall be submitted to the Superintendent in writing on the appropriate form.

5.02 Released Time For Meetings

Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings or conferences, or meetings, he shall suffer no loss in pay provided they are called by the Administrator or the Board of Education.

5.03 Use of School Buildings

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings when not in conflict with previous commitments. Prior approval from the Administrator is required for use of building/facilities which shall not be unreasonably withheld.

5.04 Use of School Equipment

The Association shall have the privilege to use school facilities and equipment, including copy machines, computers and assorted technology, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall furnish all materials and supplies incident to such use, and any repairs necessitated as a result thereof.

5.05 Bulletin Boards

The Association shall have the exclusive use of a bulletin board in the faculty lounge.

5.06 Orientation Programs

All orientation programs for new teachers shall be planned by the Board and the Association.

5.07 Mail Facilities and Mailboxes

The Association is granted the privilege to use the inter-school district mail facilities, e-mail and school mailboxes as it deems necessary with the approval of the Administrator, and consistent with Board policy.

ARTICLE VI
TEACHER WORK YEAR

- 6.01 The first two (2) days of school shall be Teacher orientation days. Students will not be present on either of these first two (2) days. Members of the Administrative team will meet with Association representatives prior to the end of August to plan the schedule for each of the two teacher orientation/articulation days.

Prior to the first week of school, teachers shall have access to their rooms for extended hours for the purpose of room setup and preparation. The Administration shall notify teachers of accessible hours and days.

- 6.02 The Association may communicate, in writing or in person, with the Board to present views on the school calendar prior to its adoption. Final approval shall rest in the hands of the Board.

- 6.03 The teacher work year shall be 183 days.

ARTICLE VII
TEACHING HOURS AND TEACHING LOAD

7.01 Teacher Day

(a) Check-in Procedure

Teachers shall indicate their presence for duty by initialing in the appropriate column of the faculty "sign-in" roster, or when leaving the premises.

(b) Teacher Work Day

A teacher is required to be at his work station at the beginning of the workday, which shall not exceed seven (7) hours, in which shall be included all pupil contact time as provided in Paragraph 7.02 of this Article and the duty-free lunch period provided in Paragraph 7.03. Allocation of this time shall be at the discretion of the Administrator, subject to Board approval.

(c) Early Departure

Teachers shall on Fridays and on days immediately preceding a school holiday or vacation, leave as soon as the last student bus departs. The last teacher day in the school calendar is not interpreted as a day immediately preceding a holiday or vacation. As has been the practice in the District, teachers shall remain in school for the purpose of closing out their records, turning in their keys, etc.

7.02 Elementary Teaching Load

(a) The daily teaching load in the elementary school shall not exceed:

- Six (6) hours and fifteen (15) minutes of pupil contact.
- Stated time could be changed by agreement between the Board and the Association.

(b) All teachers shall, in addition to their lunch period, have five preparation periods per week during which they shall not be assigned to any other duties. The total weekly preparation time shall be equal for all teachers. No teacher shall leave the building during the preparation period without prior approval of the building principal.

1) Preparation periods shall be for 30-40 consecutive minutes.

- a. Teachers shall be scheduled for preparation periods over a five (5) day school week totaling at least 200 minutes per week. If on split sessions, the total weekly preparation time shall be 150 minutes.

2) The above time frames are predicated upon:

- a) normal school days (excluding "early closing" or "delayed opening" days).
- b) Kindergarten Teachers having the same aggregate amount of time, but not necessarily the consecutive minute aspects thereof; the times necessary for the teacher to pick up and/or deliver his/her class to the

Special is included.

- 3) Part-time teachers - A twenty (20) minute prep period only will be provided within the assigned schedule on any workday less than a full workday.
- 4) Should the Board of Education propose changing the aforesaid preparation time language, such proposed change shall be first negotiated with the Association.
- 5) Maximum number of preparation periods in any one day shall be two (2).
- 6) The District may utilize up to twenty (20) of each teacher's preparation periods each year for the purpose of promulgating State Department of Education objectives, for curriculum work, for administrative meetings related to teaching assignment(s) and/or for the purpose of conducting post observation conferences.

7.03 Lunch Periods

(a) Grade Level and Other

Teachers shall have a daily duty-free lunch period of forty-five (45) minutes.

(b) On days when students only are dismissed early and lunch served, all teachers shall have a total of 60 minutes for their duty free lunch. The 60 minutes may not be consecutive.

(c) If the teacher returns from a field trip, after the regularly scheduled lunch period, the teacher may not be able to receive either all or part of their duty free lunch.

7.04 Double/Wave Sessions

In the event that all or part of the school is on double or wave sessions, the work day for all teachers shall not exceed six (6) hours, and the daily teaching load shall not exceed five (5) hours of pupil contact.

7.05 Field Trips

Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them. Written permission for field trips shall be obtained from the Administrator to guarantee insurance coverage as a school sponsored activity.

7.06 Evening Meetings

The expressed purposes of district sponsored evening meetings are:

- 1) The enhancement of communication about progress of children in district programs.
- 2) The opportunities to extend school related activities to students and their parents.

Teachers shall be required to attend four (4) evening meetings or assignments each school year without additional compensation. Additional meetings and/or assignments shall be compensated at the current hourly rate (as per 11.03) or through the award of compensatory time. Such required evening meetings may include one Back to School experience along with a combination of Parent/Teacher Conference evenings, programs, and performances totaling three (3) evenings. These shall be designated as follows:

1. Back to School Experience - All professional staff in the district shall be required to participate in one (1) Back to School experience annually. This may be the district sponsored evening or any approved alternative program proposed by the teacher(s) and approved by the building administrator. (In the event of disagreement over the appropriateness of any proposed alternative experience, final approval will be the decision of the Superintendent in consultation with the President of the LEHTEA.)
2. Parent/Teacher Conferences - All regular education classroom teachers will be required to attend three (3) evening parent/teacher programs annually. Two (2) Fall conferences and one (1) Spring conference are mandatory.

Members of the following groups may opt for conference participation or may substitute one or more approved district sponsored events for their annual conference obligation: Teachers of Basic Skills and/or Special Education, Child Study Team Members, and Special Area Teachers (including Nurses.) Proposals for alternative programs must be submitted to the building administrator for approval.

7.07 Faculty Meetings

- (a) Teachers shall be available for up to one (1) Superintendent/Principal called faculty meetings per month of up to one (1) hour duration, computed from the time the last student bus leaves.

- (b) No faculty meeting shall be held on a Friday or before a school holiday or vacation.

7.08 Planning Time/Schedules

- (a) The LEHTEA and the Superintendent or designee will meet prior to the upcoming school year to discuss proposals regarding the reorganization of daily schedules in each building. These discussions will include the exploration of current proposals as well as additional proposals aimed at providing adequate articulation time for staff within the current school day. A determination may be made at this time regarding one or more proposals to be implemented for the upcoming school year.

- (b) Prior to February 1 of each school year, the representatives of the LEHTEA, the Superintendent or designee, and the Board of Education will meet to discuss the effectiveness of the implemented schedule modifications. At this time consideration will be given to the potential impact of altering contractual language governing mandated prep periods as well as to the implementation of periodic early dismissal schedules.

ARTICLE VIII
SPECIALISTS

- 8.01 The Board and the Association recognize the fact that competent specialists are desirable in the operations of an effective educational program.
- 8.02 The Association may communicate in writing or in person with the Board to present views on needs for specialists. Final approval shall rest in the hands of the Board.

ARTICLE IX
NON-TEACHING DUTIES

9.01 Intent

The Board and the Association acknowledge that a teacher's primary responsibility and function is to teach.

9.02 Application

(a) List of non-teaching duties

- 1) The Board agrees that wherever possible standardized tests be machine scored.
- 2) Teachers will do moving of furniture and teaching equipment normally associated with classroom teaching, and custodial duties will be performed by the custodial staff.

ARTICLE X
TEACHER EMPLOYMENT

10.01 Placement on Salary Schedule

(a) Adjustment to Salary Schedule

Each teacher shall be placed on his proper step of the salary schedule as of the beginning of each school year in accordance with Paragraph 10.01(b)(2) below. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

(b) Initial Placement on Salary Guide

- 1) The Board of Education shall be permitted to hire teachers giving them up to full credit for a prior teaching experience where New Jersey or other state certification is required.
- 2) No teacher hereafter shall be hired and placed on the salary guide at a higher salary than is earned by a present staff member having a like amount of teaching experience. However, should the District require an additional or other Speech Therapist, LDTC, School Psychologist and/or Certified Social Worker, the Board may hire an individual to fill such position at a salary above the limitation placed thereon by sentence 1 herein above.
- 3) In addition,
 - (a) Speech Therapists shall be eligible for 100% tuition reimbursement under Article 11.05 (d) for graduate credits earned toward their permanent certification.
 - (b) Any Speech Therapist who receives such tuition reimbursement shall sign an agreement with the district to work in the district for three (3) years following the receipt of any tuition payments.
 - (c) Speech Therapists shall receive an additional stipend of \$500 per year.

ARTICLE XI
SALARIES AND BENEFITS

11.01 Salary Schedule

The 2003-2004, 2004-2005 and 2005-2006 salary guides are attached in APPENDIX I.

11.02 Method of Payment

(a) Ten (10) Month

Each teacher employed on a ten (10) month basis shall be paid every other Friday, beginning on the first Friday of each school year. Effective in 2004-05, the payroll schedule shall be changed to two (2) times per month on the 15th and 30th.

(b) Final Pay

Each Teacher shall receive his final pay and the pay schedule for the following year on his last working day in June when, and if, final check-out list has been approved.

(c) Twelve (12) Month

Teachers may have the option of being paid every other Friday over a period of twelve (12) months. Effective in 2004-05, the payroll schedule shall be changed to two (2) times per month on the 15th and 30th.

11.03 Extracurricular Activities

Establishment and supervision of an after school club or sporting activity shall be at the discretion of the Superintendent with Board approval.

Any teacher desirous of applying to establish a regularly scheduled weekly club or sporting activity shall do so by November 30th of the previous school year on the appropriate form.

Only teachers who volunteer for such after school or summer curriculum work shall be so assigned.

Teachers shall be compensated according to the following schedule:

\$26.00 per hour – 2003-2004

\$27.00 per hour – 2004-2005

\$29.00 per hour – 2005-2006

11.04 Professional Assignments

These are assignments which involve the teaching of children and include the activities of planning, teaching and evaluation.

Included are the following activities:

Summer Academy, School-year All-Stars, Special Education Extended Year program, Homebound Instruction, Tutoring, and Summer Orientation.

Compensation:

\$32.00 per hour – 2003-04
\$33.00 per hour – 2004-05
\$35.00 per hour – 2005-06

11.05

- (a) For all professional staff the Board of Education will assume 100% of the costs of insurance premiums for extended coverage under the State Health Benefits Plan, or equivalent, including major medical or the equivalent and Prescription Plan. Part-time teachers would be provided with medical benefits at the “family rate” prorated. The Board reserves the right to elect to switch health and/or prescription card insurance. Second Opinion required for surgery.
- (b) During the term of this Agreement, the Board of Education shall continue to provide teachers with dental insurance under Horizon Dental, or equivalent. The Board of Education will assume 100% of the cost of the Prudential Base Plan, or equivalent.
- (c) Tuition Reimbursement - The Board will reimburse a portion of the tuition for graduate courses according to the following schedule up to an annual limit of \$32,000 for the year 2003-04, \$33,000 for the year 2004-05, \$34,000 for the year 2005-2006. All reimbursable graduate courses shall be subject to the approval of the Superintendent. Courses will be limited to those which are directly applicable to employment in the district and in which at least a B average is maintained. Approval of the Board is required prior to registration for said graduate courses. Courses which are a part of an approved Master’s program will be automatically approved once the degree program has received approval from the Superintendent.

Distribution Schedule

- Reimbursement shall be limited to three (3) courses per person.
- Money will be divided into three (3) pay periods (summer, fall, spring).
- Courses will be reimbursed at 50% for each period as money is available.

- Should there be insufficient money to reimburse courses at 50%, the money will be divided equally using a formula which divides the money available by the number of courses taken during that period.
- If, in the summer or fall sessions, there are remaining monies, these will be applied to the next session.
- Any monies remaining at the end of the spring session will revert to the Board of Education General Fund.

11.06

If the Administrator sends a teacher, or teachers on official school business out of the district during or after regular school hours, said teachers should be reimbursed for transportation (if own used) at the current I.R.S. rate per mile, plus tolls, parking, dinner and admission tickets, if required.

11.07 Retirement

A teacher who notifies the Board in writing on or before January 2 of any year, of their intention to retire at the end of that school year, and who actually files a retirement paper with the New Jersey State Retirement System, shall be entitled to receive a Terminal Leave Compensation. Said Terminal Leave Compensation shall be computed as follows: For every two (2) days of accumulated unused sick leave, the teacher shall be paid for one (1) day at the per diem rate in existence in the year of retirement. The maximum accumulation for such purpose shall be two hundred fifty (250) days which will result in a payout equal to one hundred twenty-five (125) days. In order to qualify for Terminal Leave Compensation, the teacher retiring must have at least fifty (50) accumulated unused sick days at the time of his retirement.

A teacher, after notifying the Board of Education Business Office of intention to retire, will indicate a desired distribution schedule for the Terminal Leave Compensation, not to exceed three (3) annual payments. The chosen distribution schedule shall be mutually agreeable to both the superintendent and the prospective retiree. Said payments shall be made on the first pay period following the effective retirement date and then on the annual anniversary date of that pay period for the duration of the agreed upon distribution schedule.

Should the retiree predecease the complete distribution of the Terminal Leave Compensation, the remaining unpaid distribution shall be paid to the deceased's beneficiary on the earlier of the July 1 immediately following the retiree's death or the next scheduled annual distribution date.

11.08

The Board will sponsor the development and implementation of a local Teacher Academy for the purposes of providing locally sponsored professional growth courses and/or opportunities.

11.09

BENEFIT ENTITLEMENT

FULL AND PART-TIME TEACHER

CHART A

Days Worked	1	2	3	4	5
Personal Days No Non-Cumulative	1	1	2	2	3
Sick Day	2	4	6	8	10 + 2 non-cumulative
Hospitalization	1/5	2/5	3/5	4/5	5/5
Evening Meetings	3	3	4	4	4

ARTICLE XII
TEACHER ASSIGNMENT

12.01 Notification

(a) Date for Presently Employed Teachers

So far as possible, all teachers shall be given written notice of their salary schedules and class assignments for the forthcoming year not later than April 30th.

ARTICLE XIII
VOLUNTARY TRANSFERS AND REASSIGNMENTS

13.01 Notification of Vacancies

- (a) As vacancies become known the Administrator shall notify the Association.
- (b) Request to fill vacancies shall be submitted within 7 days of notification. No position shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to professional background and attainments of all applicants and other relevant factors.
- (c) When all factors are substantially equal preference shall be given to qualified teachers already employed by the Board. However, the final decision shall be made by the Administration with the approval of the Board.

13.02 Filing Requests for Transfer or Reassignment

Teachers who desire a change in grade assignment may file a written statement of such desire with the Administrator. Such statement shall include the grade to which the teacher desires to be assigned, in order of preference and reasons for request. Such requests for reassignments shall be submitted not later than May 15th.

ARTICLE XIV
SUMMER SCHOOL PROGRAM

14.01 When all factors are substantially equal preference shall be given to qualified teachers already employed by the Board. However, the final decision shall be made by the Administration with the Approval of the Board.

14.02 Criteria

In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Little Egg Harbor Township School District. When all other factors are substantially equal, preference shall be given first to teachers who have taught the subject and/or grade level in question during the regular school year and then to teachers who have taught the grade and /or subject in question on a regular basis at any time during the preceding four (4) years.

14.03 Salary

\$32.00 per hour – 2003-04

\$33.00 per hour – 2004-05

\$35.00 per hour – 2005-06

15.01 Non-tenure Teachers

- (a) Each non-tenure teacher shall be observed and evaluated in the performance of his or her duties at least three (3) times during each school year, but not less than once during each semester, provided that the number of required observations and evaluations may be reduced proportionately when an individual teaching staff member's term of service is less than one academic year. Each evaluation shall be followed by a conference between that teaching staff member and his or her superior or superiors. The purpose of this procedure is to recommend as to reemployment, identify any deficiencies, extend assistance for their correction and improve professional competence.
- (b) Any teaching staff member receiving notice that a teaching contract for the succeeding school year will not be offered may, within 15 days thereafter, request in writing a statement of the reasons for such non-employment which shall be given to the teaching staff member in writing within 30 days after receipt of said request.
- (c) A non-tenure teacher is subject to at least three (3) observations annually, during which the post observation conference shall be held. Each such conference may cut into twenty-five (25) minutes of preparation time.

15.02 Tenured Teachers

Tenured teachers, except those who have been identified as in need of support, will have two options for completion of their professional growth (PIP) plan/classroom observation:

- Option 1
Staff member developed professional improvement plan (PIP), at least one formal classroom observation per year, and an end of the year evaluative report.
- Option 2
Staff member developed professional growth plan and activities (project), no formal classroom observation and an end of the year evaluative report that includes a status report of the work included in the professional growth project. This provision is subject to approval by the NJ Department of Education.

15.03 General Criteria

- (a) All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio system, and similar

surveillance devices shall be strictly prohibited.

- (b) A teacher shall be given a copy of any class visit or evaluation report prepared by the Administrator. No such report shall be 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.
- (c) Any teacher, tenured or non-tenured, may request additional observations, and/or additional or longer post observation conferences without the District being in violation of the contract.
- (d) Each teacher is subject to a year end evaluation and the development of a professional improvement plan.
 - (1) The District shall advise each teacher when, during the course of the school day, such conference can be had.
 - (2) Each individual teacher may opt to have the professional growth plan conference held during their preparation period instead of any of the times offered by Administration.

15.04 Personnel (File) Records

(a) File

A teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent and if, in fact, they are otherwise inappropriate or obsolete, they shall be destroyed. Disputes over retention of said documents may be processed in accordance with Title 18A:6-9.

(b) Derogatory Material

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his or her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he or she has had the opportunity to review such material by affixing his or her 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 or her answer shall be reviewed by the Superintendent and attached to the file copy.

(c) No Separate File

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

ARTICLE XVI
MISCELLANEOUS PROVISIONS

The Agreement shall be presented to all teachers now employed, or considered for employment by the Board.

16.01 Continuance of Benefits Clause

In the event this Agreement is not renewed, an Agreement to continue benefits will be drawn up between the Board and those employees who return to work. This continuance of benefits Agreement would remain in force until such time as a new contract is signed upon.

16.02 Notice

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 delivery in writing at the following address:

- a) If by Association, to Board at 307 Frog Pond Road, Little Egg Harbor, NJ 08087

- b) If by Board, to Association at 950 Route 539, Little Egg Harbor, NJ 08087

ARTICLE XVII
TEACHER FACILITIES

- 17.01 All teachers shall be provided with a key to their classroom door. Keys to storage compartments shall be provided if available.

- 17.02 An appropriately furnished and air-conditioned room shall be reserved for the exclusive use of the teachers, administrators, instructional assistants and secretarial staff and Board of Education.

ARTICLE XVIII
PROMOTIONS

18.01 Positions Included

Promotional positions defined as follows:

- (a) Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility. All vacancies in promotional positions, including specialists, and/or pupil personnel workers and positions in programs funded by the Federal government shall be adequately publicized by the Administrator in accordance with the following procedure: Vacancies shall be forwarded to an Association officer and posted in the faculty rooms of each district building.
- (b) When all factors are substantially equal, preference shall be given to qualified teachers already employed by the Board. However, the final decision shall be made by the Administration with the approval of the Board.

ARTICLE XIX
RULES AND REGULATIONS GOVERNING
LEAVES OF ABSENCE, ILLNESS, OTHER REASONS

19.01 Sick Leave

(a) Sick Leave, Minimum Allowances, Cumulating Unused Leave

All persons holding any office, position or employment in all school districts, regional school districts or county vocational schools of the State who are steadily employed by the Board of Education, or who are protected in their office, position of employment under the provision of Chapter 28 of Title 18A of the Revised Statutes or under any other law shall be allowed sick leave with full pay for a minimum of ten (10) days and two (2) nonaccumulated days in any school year. If any such person requires in any school year less than this specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years excluding the two (2) non-accumulative days.

(b) Physician's Certificate

In case of sick leave claimed, a Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education. In the case of sick leave claimed in relation to a pregnancy, there shall be a presumption of disability for the period of four (4) weeks prior to the anticipated date of birth and for the period of four (4) weeks following the birth, during which no physician's certificate as to disability shall be required, but only as to the dates of anticipated and actual birth. An employee on disability related to pregnancy may specify the number of sick days to be used during this period based on the employee's accrued sick time. Sick leave claims beyond the presumed periods of pregnancy disability shall be treated like any other claim for sick leave use.

(c) Sick Leave Defined

Sick Leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of contagious disease or of being quarantined for such a disease in his or her immediate household.

(d) Prolonged Absence Beyond Sick Leave Period N.J.S.A. 18A:30-6

"When absence, under the circumstances described in section 18A:30-1 of this article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A

day's salary is defined as 1/200 of the annual salary.

- (e) Salary in cases of absence not constituting sick leave additional sick leave or accumulation sick leave:
Nothing in this act shall affect the right of the Board of Education to fix either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave, or granting sick leave over and above the minimum sick leave as defined in this act, or allowing days to accumulate over and above those provided for in section 18A:30-2 except that no person shall be allowed to increase total accumulation by more than ten (10) days in any one year.
- (f) Any teacher who does not utilize any of his annual sick leave entitlement shall receive two hundred dollars (\$200) at the conclusion of the school year.
- (g) Unused personal leave days shall be carried over into the following year to be available to be used as sick days.

19.02 Leaves of Absence

The Board will grant a leave of absence to any teacher, who, for reasons of disability, including but not limited to maternity, is unable adequately to perform his, or her duties, upon the following conditions and limitations:

- (a) Said leave shall commence when the teacher becomes unable to adequately perform, provided that, in the case of maternity, impending operation or similarly predictable disability, commencement may be scheduled by agreement with the Superintendent.
- (b) Said leave is not to exceed more than two school years from date of request.
- (c) No teacher shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.
- (d) The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching, or in the opinion of the Superintendent the performance of the teacher is materially and adversely affected thereby.
- (e) Teacher receiving said leave shall notify the Board by April 1st of the school year prior to her return subject to the teacher's ability to perform prescribed duties.
- (f) A teacher returning from a leave of absence will be given a teaching assignment and shall file a written statement of desire for a grade assignment

with the Superintendent. Such statement shall include the grade to which the teacher desires to be assigned, in order of preference, and reason for request. Such requests for reassignment shall be submitted not later than April 15th of the school year prior to the termination of said leave.

19.03 Other Reasons

(a) Death

In case of death in any teacher's family or spouse's family, the employee shall be excused for four (4) days when necessary without loss of salary.

(b) Court Order

In case of absence from school by reason of subpoena by a court, no deduction in salary shall be made, providing that the subpoena is filed with the Superintendent.

(c) Emergencies and Personal Days

Employees may be granted up to three days (3) of absence for an emergency or a personal day without deduction of salary, during any one school year. Application shall be made at least two days before taking such leave except in cases of emergency. The Superintendent or his/her designee will be notified as soon as possible when a day is being used for an emergency. In the event that a teacher who has already signed in has to leave the building for emergency or sickness, they are required to notify the building principal and superintendent's office prior to leaving the building.

(d) Additional leaves of absence may be granted by the Board.

ARTICLE XX REPRESENTATION FEE

20.01 Purpose of Fee

If a teacher does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement said teacher will be required to pay a representation fee to the Association in lieu of dues for service rendered by the Association.

20.02 Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees

and assessments charged by the Association to its own members for that membership year. Said fee shall conform to the rules and regulations promulgated by the Public Employment Relations Commission.

20.03 Notification

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 teachers who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such teachers, in accordance with Section 20.04 below, the full amount of the representation fee and promptly will transmit the amount as deducted to the Association.

20.04 Payroll Deduction Schedule

Upon written notification from the Association that it has adopted and implemented a "demand and return system," the Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid thirty (30) days after receipt of the aforesaid list by the Board previously served as a teacher and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deduction will begin with the first paycheck paid ten (10) days after the resumption of the individual's employment as a teacher.

20.05 Termination of Employment

If the employment of a teacher who is required to pay a representation fee is terminated before the Association has received the amount of representation fee (prorated for the membership year in question) to which it is entitled under this Article, the Board will deduct the unpaid portion of same from the last paycheck paid to said teacher.

20.06 Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

20.07 Changes

The Association will notify the Board, in writing, of any changes in the list provided for in paragraph 20.03 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice.

20.08 Definition of Teacher

The definition of the word "teacher" as used in this Article shall be as defined in Article I section I.02 hereof.

20.09 Save Harmless Clause

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

ARTICLE XXI
UNDERSTANDING OF THE PARTIES

- 21.1 The negotiating teams of the Little Egg Harbor Board of Education and Association agree that this is the final package to be presented for ratification by the Board and the Association. Both parties have bargained in good faith.

ARTICLE XXII
DURATION OF AGREEMENT

22.01 Duration Period

This Agreement shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2006, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed thereon, all on the day and year first above written.

LITTLE EGG HARBOR TWP.
EDUCATION ASSOCIATION

LITTLE EGG HARBOR TWP.
BOARD OF EDUCATION

President

President

Secretary

Secretary

APPENDIX I – Salary Guides

