

*Contract no. 865*

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

JUN 23 1992

RUTGERS UNIVERSITY

AGREEMENT

Between:

TINTON FALLS BOARD OF EDUCATION

AND

TINTON FALLS EDUCATION ASSOCIATION

JULY 1, 1990 THROUGH JUNE 30, 1993

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PREAMBLE

This AGREEMENT entered into by and between the Board of Education of the TINTON FALLS SCHOOLS, the Borough of Tinton Falls, New Jersey, hereinafter called the "Board", and the TINTON FALLS EDUCATION ASSOCIATION, hereinafter called the "Association".

ARTICLE 1  
RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all teaching personnel, secretaries and instructional aides, whether under contract or on leave, employed or to be employed by the Board with the exception of substitutes and confidential employees.

B. DEFINITION OF EMPLOYEE

Unless otherwise indicated, the term "Employee", when used hereinafter in this Agreement, shall refer to all teachers, social workers, nurses, librarians, instructional aides and secretaries represented by the Association in the negotiating unit as above defined.

C. DURATION

This recognition shall continue in effect until a successor representative for collective negotiation shall have been selected and designated pursuant to law or unless sooner terminated according to law.



## ARTICLE 2

### NEGOTIATION OF SUCCESSOR AGREEMENT

#### A. DEADLINE DATE

1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123 of the Public Laws of 1974 and the Rules and Regulations of the Public Employment Relations Commission, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teacher employment provided the Association continues as the majority representative during the next succeeding academic year, and in further negotiations either party may use a professional negotiator to act on its behalf if it so desires.

2. Subject to the foregoing, on or before the first (1st) of November, the parties shall exchange proposals and negotiations shall commence no later than the first (1st) day of December. In the event either of the aforementioned dates occur on a Saturday or Sunday, then the date(s) shall be considered to be the next weekday. If either party believes that successful resolution of all differences cannot be achieved, then and in that event either party shall have available to them the procedures set forth in Chapter 123, Public Laws of 1974, pertaining to mediation, and if that does not succeed, then fact finding or such other methods which are now or may hereafter be available by statute or applicable regulation of the Public Employment Relations Commission.

3. All terms and conditions of employment as established by this Agreement on the effective date of this Agreement to the teachers designated in Article 1 - Recognition, shall continue to be so applicable during the terms of this Agreement except as the same may be modified or changed as provided by statutes applicable hereto and more particularly Chapter 123, Public Laws of 1974. Nothing contained herein, unless expressly so provided, shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from pre-existing established teacher benefits. Nothing contained in Article 32 shall be held to modify the provisions of this section.

4. The Board agrees not to negotiate concerning the terms and conditions of employment of the aforementioned teachers other than with the Association, during the terms of this Agreement, except as provided by N.J.S.A. 34:13A-5.3. This Agreement shall not be construed as precluding the parties hereto from mutually amending this agreement in writing. This Agreement incorporates the entire understanding of the parties as to negotiations between them for the life of the Agreement.

#### B. 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.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### A. DEFINITION

1. A grievance shall mean a complaint by an employee or the Association that there has been a personal loss or inequity because of a violation, misinterpretation or misapplication of policy, agreement or administrative decision to an employee or the Association provided it does not involve the retention of a nontenure teacher except as herein provided in Article 18. In those articles of the Agreement where the final decision is at the discretion and/or remaining with the Board, such final decision shall not be arbitrable. However, the procedural aspects of the Board's decision may be arbitrable provided it can be demonstrated to the Arbitrator that the procedures of this Article have not been complied with.

2. A grievance to be considered under this procedure must be initiated within thirty (30) days of its occurrence, within the knowledge of the aggrieved, but under no circumstances will a grievance be processed if three (3) months have elapsed since its actual occurrence.

3. The purpose of this procedure is to secure, at the least possible level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

4. Since it is important that grievances be processed as quickly as possible, the number of days indicated at each level



should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed at such time that it cannot be processed through all the steps in this procedure by the end of the school year, and if left unresolved until the beginning of the following year, it could result in irreparable harm to a party in interest, the time limits set forth shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as is practicable thereafter.

B. PROCEDURE

1. Any employee (or group of employees) who has a grievance shall discuss it first with the immediate supervisor involved in an attempt to resolve the matter informally (except in a case affecting the Association). In the case of an Association grievance, the Association shall present the grievance at the appropriate level where the grievance occurred or at which the protested decision was made. Presentation of a grievance at the Board level under such circumstances shall be processed through the office of the Superintendent (or designee) as the Board's representative.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, the employee shall set forth the grievance in writing to the principal, specifying the following:

a. The nature of the grievance and the injury, loss, or inequity suffered,



b. The results of previous discussion,

c. Employee's dissatisfaction with decisions previously rendered.

Upon receipt of the grievance, the principal will send a copy of the grievance to the office of the Superintendent who will forward a copy to the Association. Upon receipt of the grievance, the Association may elect to have a representative or representatives present at all grievance meetings. The principal will communicate a decision to the employee, (the Association) or its representative and the Superintendent of Schools, in writing, within three (3) school days of receipt of the written grievance.

3. The employee may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made, in writing, reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) calendar days. The Superintendent shall communicate a decision, in writing, to the employee, the principal and the Association.

4. If the grievance is not resolved to the grievant's satisfaction, grievant may request a review by the Board of Education. The request shall be submitted, in writing, through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or committee thereof, shall review the grievance. If the Board is in agreement with the Superintendent, a hearing by the Board may be

waived. The Board shall hold a hearing with the grievant(s) and a decision shall be rendered, in writing, within twenty (20) calendar days of receipt of the grievance by the Board, or the date of the hearing, (whichever comes sooner).

5. If the Association determines that the grievance is meritorious and does not involve the nonrenewal of a nontenure employee's contract, except as provided for in ARTICLE 18, Fair Dismissal Procedure, it may submit the grievance to arbitration within fifteen (15) school days after the receipt of the request by the aggrieved. A request for a list of arbitrators shall be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules of the Public Employment Relations Commission in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association and shall hold hearings promptly. The arbitrator shall be requested to issue a decision not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator's decision shall be in writing and shall set forth the findings, reasoning and conclusions on the issues submitted. The arbitrator shall be without power to make any decision which requires the commission of an act prohibited by law of which violates the terms of this Agreement. The authority of the arbitrator shall be limited solely to the interpretation of the Agreement and the arbitrator shall have no authority to add to, subtract from, or modify any of said



provisions. The decision of the arbitrator shall be binding upon the Board and the Association. The costs for the services of the arbitrator shall be shared equally by the Board and the Association, and any other expenses incurred shall be paid by the party incurring same.

6. At no point prior to an official hearing or meeting of the Board shall any employee or the employee's representatives discuss with members of the Board, or any one of them, the subject of the employee's grievance or matters relating thereto.

7. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration, and having a grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of the Agreement and that the Association has been given the opportunity to be present at any level and to state its views.

8. The employees, administrators and/or the Board may have representatives or witnesses of their choice in attendance at all levels of the grievance procedure.

9. 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.

10. If the conditions or terms of this Agreement are considered violated, the Board shall also have the right to



submit the alleged violations to binding arbitration in accordance with paragraph 5 of this Section.

11. 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 its committees, or any other participant in the grievance procedure by reason of such participation. Also no reprisals of any kind shall be taken by an employee or the Association against any party in interest, any representative, any member of the Board or its committees, or any other participant in the grievance procedure by reason of such participation.

12. During the pendency of any hearing the grievant shall continue to perform assigned duties.

#### C. RIGHTS OF TEACHERS TO REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by self or, at option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

#### D. MISCELLANEOUS

##### Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at the second level.

## ARTICLE 4

### EMPLOYEE RIGHTS

#### A. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 123, Public Laws 1974 the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection not otherwise restricted by this Agreement. As a duly selected body exercising governmental power 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 Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, participation in activities of the Association and its affiliates, collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

#### B. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any employee or the Board such rights as the employee may have under New Jersey School Laws or other applicable laws

and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere under the law.

C. GOOD CAUSE PROVISION

No employee shall be disciplined, reprimanded, reduced in rank or deprived of any professional advantage, or given an adverse evaluation of professional services except for inefficiency or other good cause. Reduction in rank or being deprived of a professional advantage or given an adverse evaluation shall no longer be subject to the grievance procedure of the contract.

D. REQUIRED MEETINGS OR HEARINGS

Whenever any employee is required to appear before the superintendent or superintendent's designee together with any other person, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in an office, a position or in employment, or the salary or any increments pertaining thereto, then the employee 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 and represent the employee during such meeting or interview. Any suspension of an employee pending charges shall be with pay.

E. EVALUATION OF STUDENTS

The employee shall be responsible to determine grades and other evaluations of students within the policies of the Tinton Falls District based upon the employee's professional judgment of



available criteria pertinent to any given subject area or activity for which the employee is responsible. No grade or evaluation shall be changed without consultation with the employee.

F. CRITICISM OF EMPLOYEES

Any question or criticism by a supervisor, administrator, or board member of an employee and the employee's instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

G. ASSOCIATION IDENTIFICATION

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

## ARTICLE 5

### ASSOCIATION RIGHTS AND PRIVILEGES

#### A. INFORMATION

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the educational program and the financial resources of the district, including, but not limited to, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations after certification by the County Superintendent, agendas and minutes of all Board meetings, individual and group employee health insurance premiums and experience figures, and names and addresses of all employees.

#### B. RELEASED TIME FOR MEETINGS

Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences, or meetings mutually established by the parties, the employee or the representative shall suffer no loss in pay.

#### C. USE OF SCHOOL BUILDINGS

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 shall not be unreasonably withheld.



D. USE OF SCHOOL EQUIPMENT

The Association shall have the right to use school facilities and equipment designated for employee use; including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay at Board cost for all materials and supplies used and for any repairs necessitated as a result thereof.

E. BULLETIN BOARDS

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and employee's dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in each room shall be designated by the Association. All material placed on any bulletin boards so provided must bear the signature of an authorized representative of the Association.

F. MAIL FACILITIES AND MAIL BOXES

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration.

G. RELEASED TIME FOR FACULTY REPRESENTATIVE

When circumstances so require, the superintendent [at his/her discretion] may provide released time to the representative designated by the Association for activity related



to the enforcement of this Agreement, it being understood that such activity should normally be carried on after school hours. Said time is to be in addition to regularly scheduled preparation time and lunch period as provided in this Agreement.

H. EXCLUSIVE RIGHTS

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

ARTICLE 6

TEACHER WORK YEAR

A. IN-SCHOOL WORK YEAR

1. Ten (10) month personnel.

The in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred eighty-three (183) days including one day of orientation. An additional day will be added if faculty and administration agree on a workshop day.

2. Inclement weather.

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

ARTICLE 7

TEACHING HOURS AND TEACHING LOAD

A. TEACHER DAY

1. Length of the day.

The in-school workday shall be as follows:

Tinton Falls School: 6 hrs. 38 minutes;

M.F. Atkinson: 6 hrs. 50 minutes;

Swimming River School: 6 hrs. 50 minutes.

This shall include ten (10) minutes before student arrival and ten (10) minutes after student dismissal. This shall include a duty free lunch as is presently provided, however, in no case shall it be less than thirty (30) minutes.

2. Extra pay for extra service.

Any teacher who is required to work beyond the regular teacher in-school work year as defined in ARTICLE 6, or beyond the teacher total in-school workday as defined, shall be compensated at one twelve-hundredth (1/1200) of the teacher's annual contract per hour.

B. LUNCH PERIODS

Teachers may leave the building during their scheduled duty-free lunch periods upon notifying the office.

C. MEETINGS

1. Faculty and other.

Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings. Such



meetings shall begin no later than ten (10) minutes after the student dismissal time. The administration shall strive to limit the number of meetings to two per month and not more than sixty (60) minutes in length.

2. Prior to holidays and weekends.

Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holidays, or other day upon which teacher attendance is not required at school except in emergencies.

3. Notice and agenda.

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

D. PREPARATION TIME

The Board recognizing the need for preparation time shall make every effort to provide classroom teachers daily preparation time of at least one period during which they shall not be assigned to any other duties.

E. EXTRACURRICULAR ACTIVITIES

Salary.

Teacher participation in extracurricular activities which extend the regular scheduled in-school day shall be voluntary, and shall be compensated according to the rate of pay and/or released time in Schedule C.

ARTICLE 8

SPECIALISTS

A. SUBSTITUTES

The Board agrees at all times to maintain an adequate list of substitute teachers who shall be provided with appropriate orientation and training by the administration to help them instruct the classes they cover.

ARTICLE 9

UNRELATED DUTIES

A. APPLICATION

1. Transporting students

a. Employees shall not be required to drive students. An employee may do so voluntarily, however, with the advance approval of the employee's Principal or immediate supervisor. The employee shall be compensated at the rate of twenty cents (20¢) per mile for the use of employee's own automobile.

b. "Whenever any civil action has been brought against any person holding office, position or employment under the jurisdiction of any Board of Education of the State of New Jersey for any act or omission arising out of and in the course of performing his duties of such office, position or employment, the Board of Education shall defray all costs of defending such action including reasonable counsel fees and expenses together with the costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board of Education may arrange for and maintain appropriate insurance to cover all such damages, losses, and expenses." The Board's nonownership policy provides such coverage.



ARTICLE 10

TEACHER EMPLOYMENT

A. PLACEMENT ON SALARY SCHEDULE

1. Adjustment to salary schedule.

Each teacher shall be placed on the proper step of the salary schedule at the beginning of the school year. 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. PREVIOUSLY SICK LEAVE ACCUMULATION

Previously accumulated unused leave days shall be restored to all teachers returning to the district.

C. NOTIFICATION OF CONTRACT AND SALARY

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30.

## ARTICLE 11

### SALARIES

#### A. SALARY SCHEDULE

The salary of each teacher covered by this Agreement is set forth in Schedules "A", "B" and "C", which are attached hereto and made a part thereof. The salary of each secretary covered by this agreement is set forth in Schedule "E", which is attached hereto and made a part thereof.

It is understood and agreed between the parties that as a general principle, the board, when hiring an experienced teacher, will not initially place that teacher on a step of the Salary Guide higher than the step which a current employee with equivalent experience would have reached.

It is further understood that the Board may, in individual cases, find it necessary to make exceptions to the said general principle.

In such cases, the Board shall consult with the Association.

Such a decision by the Board to make an exception to the said general principle shall not be subject to binding arbitration as provided in Article 3.B.5.

#### B. OVERTIME PAY FOR SECRETARIES

Each secretary shall receive overtime pay for each hour of work performed in addition to his/her normal workweek, calculated at one and one half times (1 1/2) his/her hourly wage.



C. PROCEDURE FOR WITHHOLDING EMPLOYMENT OR ADJUSTMENT  
INCREMENTS

1. That the procedures be adhered to as outlined in ARTICLE 17, "Teacher Evaluation".

2. The immediate supervisor and/or the principal shall not forward any recommendation to withhold a teacher's increment or a part thereof through the superintendent to the Board unless at least ninety (90) calendar days prior thereto, and in no case later than April 15 of the preceding school year in which such action would take effect, the principal has given to the teacher against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof with such particulars as to furnish the teacher an opportunity to correct and overcome the same.

3. Once a recommendation is forwarded to the teacher and the Board, the teacher may within ten (10) school days file a grievance commencing at the Superintendent level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth heretofore in ARTICLE 3 of this Agreement.

4. If a teacher has an employment increment or adjustment increment or part thereof withheld under this provision, the teacher shall be placed on the proper step on the salary guide the following year, unless, for cause, the procedures set forth in this provision are followed once again, in which case the increment or increments previously withheld and any additional increments which may be due may be withheld in whole, or in part.



D. METHOD OF PAYMENT

1. Twelve (12) month. Each employee employed shall have the option of being paid in twenty-four (24) semi-monthly installments.

2. Ten (10) month. Each employee employed shall have the option of being paid in twenty (20) equal semi-monthly installments.

3. Summer pay plan. Each employee may individually elect to have ten percent (10%) of his/her monthly salary deducted.

4. Exceptions. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day, unless an emergency exists.

5. Final pay. Each employee shall receive final pay on the last working day in June provided all duties and obligations have been fulfilled.

## ARTICLE 12

### EMPLOYEE ASSIGNMENT

#### A. NOTIFICATION

##### 1. Date for presently employed teachers.

All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than August 1 of each school year, except in the case of an emergency. A list of said schedules and assignments shall be simultaneously sent to the Association.

##### 2. Revisions.

In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after August 1 of each school year, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent (or representative) and the teacher affected, and, at the teacher's option, a representative of the Association.

#### B. TRAVELING TEACHERS

##### 1. Schedules.

Schedules of teachers who are assigned to more than one school shall be arranged so that no teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as possible.

## 2. Expenses.

Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of twenty cents (20¢) per mile for all driving done between arrival at the first location at the beginning of the workday, provided, however, that the distance from the employee's home to the first location or from the employee's last location to home, is greater than the distance between the employee's home and the base school. The employee shall be reimbursed for the difference at the rate of twenty cents (20¢) per mile.



ARTICLE 13

VOLUNTARY TRANSFERS & REASSIGNMENTS

A. NOTIFICATION OF VACANCIES

1. Date.

As soon as awareness of vacancies occurs, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies..

2. Filing requests.

Teachers 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. Such statement shall include the grade and/or subject and the school or schools to which the teacher desires to be assign, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1 unless the position is posted later.

ARTICLE 14

INVOLUNTARY TRANSFERS & REASSIGNMENTS

A. NOTICE

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

B. MEETING AND APPEAL

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Superintendent, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the superintendent and the employee shall meet again, and the employee may, at option, have an association representative present at such meeting.

ARTICLE 15

PROMOTIONS

A. PROMOTIONAL POSITIONS

All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Superintendent.

B. CRITERIA FOR NOTICE

The qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth. All positions shall be posted in each faculty room and a copy submitted to the Association president. All applicants shall have ten (10) days from the date of posting to submit applications.

C. OPTION

All qualified teachers shall be given adequate opportunity to make application and no position should be filled until all properly submitted applications have been considered.



ARTICLE 16

HOME INSTRUCTION

A. SALARY

The Board will pay the current rate of pay in Schedule D for home instruction and the current cost of mileage.

B. ADDITIONAL FUNDS

Materials and supplies necessary in carrying out the home instructional program shall be supplied by the Board.

## ARTICLE 17

### EMPLOYEE EVALUATION

#### A. NONTENURE TEACHERS

##### 1. Frequency.

Nontenure teachers shall be evaluated by their immediate supervisors at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and the immediate supervisor for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Such evaluation in each instance shall consist of at least two (2) in-classroom observations of at least thirty (30) minutes, each occurring on separate days.

##### 2. Review.

Violations of or disagreements over any of the provisions of this ARTICLE in cases involving nonrenewal of contract or termination of employment of nontenure teachers shall be subject to review under the Fair Dismissal Procedure established in ARTICLE 18 of this Agreement (if applicable) and shall be considered grounds for reinstatement without loss of pay or any other benefit provided by this Agreement.

##### 3. Non-renewal.

A non-tenured teacher shall not be able to submit contract non-renewal to arbitration.

#### B. GENERAL CRITERIA

##### 1. Open evaluation.

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

2. Copies of Evaluation.

An employee shall be given a copy of any class or office visit or evaluation report prepared by the evaluators at least one (1) day before any conference to discuss it, unless parties mutually agree to meet sooner. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee.

C. EVALUATION PROCEDURE

1. Reports.

Evaluation reports shall be presented to each employee by the immediate supervisor in accordance with the following procedure:

- a. Such reports shall be addressed to the employee.

D. PERSONNEL RECORDS

1. File.

An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive a copy at Board expense of any documents contained therein. An employee shall be entitled to have a representative of the Association present during such review. This right shall not include correspondence dealing with one's experience prior to employment in the district.

2. Derogatory material.



No material derogatory to an employee's conduct, service, character or personality shall be placed in the employee's personnel file, unless the employee has had an opportunity to review the material. The employee shall acknowledge the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent or designee and attached to the file copy.

3. 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 which is not available for the employee's inspection, unless otherwise provided for within this ARTICLE.

E. TERMINATION OF EMPLOYMENT

Final evaluation of an employee upon termination of employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance, or otherwise than in accordance with the procedure set forth in this ARTICLE.

## ARTICLE 18

### FAIR DISMISSAL PROCEDURE

#### A. NOTIFICATION OF STATUS

1. On or before April 30 of each year, the Board shall give to each nontenure teacher continuously employed since the preceding September 30 either:

a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment, but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or

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

#### B. FAIR DISMISSAL AGREEMENT

1. The Board and the Association agree that dismissal of any employee covered by this contract should be based on fair and equitable reasons. For this reason, certain evaluation procedures have been established in Article 17 whereunder the technical competence of a nontenure teacher can be documented. The Board retains, however, the right to dismiss a nontenure teacher for reasons not related to competence. In such cases the Board will advise the president of the Association or a duly appointed representative of the Association of its reasons for the dismissal and such information shall be kept confidential between the Association and the Board.

2. If the Association disagrees with the Board, a meeting may be arranged with the Board of Education at which the president of the Association and a representative may be present, but the Board's decision is final. The Board shall not be obligated to discuss the matter with the teacher or give reasons for its actions. Any nontenured teacher whose dismissal is based on reasons related to technical competency shall have a right to resort to the grievance procedures as outlined under this Agreement, only if it can be demonstrated to the Board of Education that the procedural requirements of Article 17 with respect to teacher's evaluation have been violated, and the Board of Education shall entertain such grievance directed solely to such violation at the level required under Article III with respect to Grievance Procedure.

C. FAILURE TO COMPLY

Should the Board fail to give a nontenure teacher either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered, the Board shall be deemed to have offered to that teacher continued employment for the next succeeding school year upon the terms and conditions of employment as may be required by law or agreement between the Board and the Association.

D. NOTIFICATION OF INTENTION TO RETURN

If the teacher desires to accept employment as noted under A.1.a. of this Article, the teacher shall return a signed contract to the Board within ten (10) school days.



## ARTICLE 19

### COMPLAINT PROCEDURES

#### A. PROCEDURAL REQUIREMENT

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

ARTICLE 20

TEACHER FACILITIES

A. LISTING OF FACILITIES

1. Provided that no capital improvement shall be required reasonable space shall be provided for each teacher within each instructional area in which he/she teaches to store instructional materials and supplies.

2. An appropriately furnished room shall be reserved for the exclusive use of teachers as a faculty lounge. The faculty lounge shall be clean, comfortable, safe and include sufficient furnishings to seat an increasing number of employees. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

3. A private telephone shall be provided in each faculty lounge for the use of teachers.

4. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher shall be provided.

5. The Board will explore the feasibility of a communication system so that the teachers can communicate with the main building office from their classrooms.

6. Well-lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms shall be provided.

7. Suitable, private closet space with lock and key for each teacher shall be provided.

ARTICLE 21

DEDUCTION FROM SALARY

A. ASSOCIATION PAYROLL DUES DEDUCTION

1. The Board agrees to deduct from the salaries of its employees dues for the Tinton Falls Education Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.



ARTICLE 22

SICK LEAVE

A. ACCUMULATIVE

As of September 1 of each year, all teachers employed shall be entitled to thirteen (13) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. All instructional aides shall accumulate sick leave retroactive to the 1989-1990 academic year.

B. TRANSFER FROM OTHER DISTRICTS

As of September 1 of each year, whenever the Board employs a teacher who has unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant additional sick leave credit not to exceed ten (10) days or such lesser amount as may have been accumulated in the former district in addition to the annual and accumulated sick leave as provided for in Section A of this Article.

1. The accumulation of sick leave days from another district shall be credited in accordance with the procedure outlined above after certification from the prior employing school district. The days of sick leave so credited may be used immediately, or, if not so used, shall be accumulative for additional leave thereafter as may be needed.

C. NONACCUMULATIVE

Illness in the family. In case of illness of parent, brother, sister, husband, wife, child or other relative in the immediate family, a teacher shall be entitled to not more than three (3) school days during the school year.

D. NOTIFICATION OF ACCUMULATION

Teachers shall be given a written accounting of accumulated sick leave days as early as possible in each school year.

E. UNUSED ACCUMULATIVE

Teachers who retire between July 1, 1990 and June 30, 1991 shall be paid \$35.00 per day of unused, accumulated sick leave to a maximum of \$3,500. This benefit shall expire June 30, 1991. Teachers who retire after that date shall not receive this benefit.

Teachers who retire between July 1, 1991 and June 30, 1992 shall be paid \$37.00 per day of unused accumulated sick leave to a maximum of \$3,700. This benefit shall expire June 30, 1992. Teachers who retire after that date shall not receive this benefit.

Teachers who retire between July 1, 1992 and June 30, 1993 shall be paid \$40.00 per day of unused accumulated sick leave to a maximum of \$4,000. This benefit shall expire June 30, 1993. Teachers who retire after that date shall not receive this benefit.

Secretaries who retire between July 1, 1990 and June 30, 1991 shall be paid \$20.00 per day of unused, accumulated sick leave to a maximum of \$2,000. This benefit shall expire June 30,

1991. Secretaries who retire after that date shall not receive this benefit.

Secretaries who retire between July 1, 1991 and June 30, 1992 shall be paid \$25.00 per day of unused, accumulated sick leave to a maximum of \$2,500. This benefit shall expire June 30, 1992. Secretaries who retire after that date shall not receive this benefit.

Secretaries who retire between July 1, 1992 and June 30, 1993 shall be paid \$30.00 per day of unused, accumulated sick leave to a maximum of \$3,000. This benefit shall expire June 30, 1993. Secretaries who retire after that date shall not receive this benefit.

In order to be eligible for this benefit, retiring teachers and secretaries must give notice of intention to retire not later than December 15 of the year preceding the year of their retirement. If notice is not given in timely fashion, payment of the retirement sick leave benefit shall be delayed until the budget year following the date of retirement.



## ARTICLE 23

### TEMPORARY LEAVES OF ABSENCE

#### A. TYPES OF LEAVES

As of the beginning of each school year, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

##### 1. Personal.

Three (3) days leave of absence for personal, business, household or family matters which require absence during school hours. Whenever possible the administration should have one (1) day notice (except in cases of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that it is being taken under this Section.

##### 2. Religious.

Time shall be allowed for observance of religious holidays, where said observance prevents the employee from working on said days.

##### 3. Visitation and Conferences.

An employee, upon a request to the Superintendent, may be granted two days to visit other schools or to attend education conferences without loss of salary. The Superintendent may grant up to five days for specific professional events.

##### 4. Legal.

Time necessary will be allowed for appearances in any legal proceeding connected with the employee's employment or with the school system, or in any other legal proceeding if the employee

is required by law to attend. The Board will allow one (1) day's absence with pay when an employee is subpoenaed by the Court, or is a principal in the case, regardless of fault. Anything beyond this will be at the discretion of the Superintendent.

5. Death.

Up to five (5) days at any one time in the event of death of an employee's spouse, child or parent shall be allowed. In the event of the death of a son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or any other member of the immediate household, up to four (4) days shall be allowed. Two (2) days of travel, if requested, will be considered by the Superintendent in the case of death in the family. Employees shall be granted up to one (1) day in the event of death of an employee's friend or relative outside the employee's immediate family as defined above. In the event of the death of an employee or student in the Tinton Falls School District, the principal or immediate superior of said employee or student shall grant to an appropriate number of employee's sufficient time off to attend the funeral.

6. Marriage.

Any employee is allowed three (3) days for his or her marriage, but must pay the substitute's salary for this period.

7. Temporary Military.

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid the regular pay in addition to any pay which received from the state or federal government.

8. Good Cause.

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

B. IN ADDITION TO SICK LEAVE

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



ARTICLE 24

EXTENDED LEAVES OF ABSENCE

A. INTERNATIONAL AND FEDERAL PROGRAMS

A leave of absence without pay of up to two (2) years shall be granted to any employee who joins the Peace Corps, VISTA, or National Teacher Corps.

B. MILITARY

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at the time of discharge.

C. MATERNITY/PATERNITY

1. Natural birth.

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

a. Maternity/paternity leave shall commence on the date requested by the employee.

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

c. Any employee granted maternity/paternity leave shall upon request be restored to the employee position vacated,

and where possible at the discretion of the administration the same subject area and grade level vacated at the commencement of said leave unless the employee willingly accepts another position.

d. No employee 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.

e. The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically able to continue employment.

## 2. Adoption.

Any employee adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said infant or earlier if necessary to fulfill the requirements for the adoption. No employee or maternity/paternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Tinton Falls School District in the area of the employee's certification or competence.

## D. ILLNESS IN FAMILY

A tenure employee shall be granted a leave of absence without pay of up to one (1) year for the purpose of caring for a sick member of the tenure employee's immediate family.

Additional leave may be granted at the discretion of the Board.

A nontenure employee may be granted similar leave at the discretion of the Board.



E. GOOD CAUSE

Other leaves of absence without pay may be granted by the Board for good cause.

F. RETURN FROM LEAVE

1. Salary.

Upon return from leave granted pursuant to Section A, B, or C of this ARTICLE, an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level that would have been achieved if the employee had not been absent. An employee shall not receive increment credit for time spent on a leave granted pursuant to Section D or E of this ARTICLE.

2. Benefits.

All benefits to which an employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon the employee's return. The employee shall be assigned to the same position held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

G. EXTENSIONS AND RENEWALS

All extensions or renewals of leaves shall be applied for and granted in writing.



ARTICLE 25

SABBATICAL LEAVES

A. PURPOSE

A sabbatical leave shall be granted to teacher by the Board for study, including study in another area of specialization.

B. CONDITIONS

Sabbatical leave shall be granted, subject to the following conditions:

1. Percentage of teachers.

If there are sufficient qualified applicants a sabbatical leave shall be granted to one teacher each school year. If more than one teacher applies and they meet all the requirements stated herein, the one who has been with the district the longest will receive the leave.

2. Requests.

Requests for sabbatical leave must be received by the Superintendent in writing no later than April 1, and action must be taken on all such requests no later than May 1 of the school year preceding the school year for which the sabbatical leave is requested.

3. Minimum time to qualify.

The teacher will have completed at least seven (7) full school years of service in the Tinton Falls School District.

4. Pay.

A teacher on sabbatical leave, either for one-half (1/2) of a school year or for a full school year, shall be paid by the

Board at fifty percent (50%) of the salary rate which the teacher would have received if he/she had remained on active duty.

5. Return.

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

## ARTICLE 26

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

#### A. PROGRAMS

The Board agrees to implement the following at the beginning of each school year:

1. Pay and expenses for required training.

The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any course, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take. This shall not apply for certification requirements.

2. Reimbursement for Professional Development.

The Board shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend courses, workshops, seminars, conferences, in-service training sessions or other such sessions approved by the Superintendent.

3. In-service workshops, conferences programs.

The Board shall cooperate with the Association in arranging in-service courses, workshops, conferences and programs designed to improve the quality of instruction. In-service programs shall be conducted during the in-school teacher workday if teacher attendance is required. All such programs conducted after the teacher workday or during the summer shall be voluntary.



ARTICLE 27

SUPERVISION OF STUDENT TEACHERS

A. PROCEDURES

The following procedures shall govern the supervision of student teachers:

1. Released time.

Each cooperating teacher shall be provided with released time with pay for attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university when required.

2. Materials and supplies.

Upon request, a cooperating teacher shall be provided with a duplicate copy of all instructional materials and teacher manuals for use by the student teacher assigned.

## ARTICLE 28

### PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

#### A. REASONABLE FORCE

As specified in 18A:6-1, an employed may, within the scope of employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, and to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense and for the protection of persons or property.

#### B. INDEMNITY OF OFFICER AND EMPLOYEES AGAINST CIVIL ACTION

18A:16-6. Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student employee for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.



C. INDEMNITY OF OFFICERS AND EMPLOYEES IN CERTAIN CRIMINAL  
ACTIONS

18A:16-6.1. Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse the person for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

1. Employees shall immediately report to their principal, or other immediate supervisor, in cases of assault suffered by them in connection with their employment.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved.

3. The Board shall reimburse employees for reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of duties within the scope of employment. (The above shall hold true only if the employee is not otherwise covered by personal insurance or workmen's compensation).

4. In the event of any disorder or disruption in the regular school program, the Board, the Administration and Staff shall act in accordance with Board policy in effect at the time of the disruption.



5. When absence arises out of or from such assault or injury, the employee shall be entitled to full salary and other benefits for the period of such absence, but shall not forfeit any sick leave or personal leave as provided under the Workmen's Compensation Act.

6. The Board shall reimburse an employee for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of employment.

7. Benefits derived under this or subsequent Agreements shall continue beyond the period of any Workmen's Compensation until the complete recovery of any employee when absence arises out of or from assault or injury.

## ARTICLE 29

### MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

#### A. DEFINITION OF RESPONSIBILITIES

A brief definition of the duties and responsibilities of all administrators, supervisors and other personnel pertaining to student behavior shall be reduced to writing by the principal of each school, and if approved by the Superintendent, presented to each teacher at the start of each school year.

#### B. SPECIAL ASSISTANCE

When in the judgment of a teacher, a student requires the attention of the principal, assistant principal, a counselor, psychologist, physician or other supervisor, the teacher shall so inform his principal or immediate supervisor. The principal or immediate supervisor shall arrange as soon as possible for a conference among the supervisor, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

## ARTICLE 30

### INSURANCE PROTECTION

#### A. FULL HEALTH-CARE COVERAGE

As of the beginning of each school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family-plan insurance coverage.

##### 1. Carrier.

The health insurance carrier shall be New Jersey State Health Plan for the basic hospitalization and medical-surgical coverage, and Prudential for the major-medical coverage.

##### 2. Complete annual coverage.

For each teacher 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) month period commencing September 1st and ending August 31st.

#### B. DESCRIPTION TO TEACHERS

The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of each school year, which shall include a clear description of conditions and limits of coverages as listed above.

#### C. DENTAL AND PRESCRIPTION COVERAGE

The Board shall provide full family coverage for dental and prescription coverage as is presently provided. The Board shall pay the premium cost for this coverage at rates in effect during



the life of this Agreement. The present cap shall be increased to the rates in effect on June 30, 1993.

ARTICLE 31

BOARD RIGHTS

A. The Board on its own behalf and on behalf of the Citizens of the Borough of Tinton Falls and Shrewsbury Township, County of Monmouth, and State of New Jersey, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board of its powers, rights, authority, duties and responsibilities under R.S. 18A or any other national, state, county, district or local laws or regulations as they pertain to education, except as specifically and expressly modified by this Agreement.

ARTICLE 32

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.



## ARTICLE 33

### MISCELLANEOUS PROVISIONS

#### A. NON-DISCRIMINATION

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of 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. BOARD POLICY

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. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### D. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

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. PRINTING AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

F. 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 telegram or registered letter at the following addressed:

1. If by Association, to Board at 658 Tinton Avenue, Tinton Falls, New Jersey, 07724.
2. If by Board, to Association at home address of the president.

G. RATIFICATION

This Agreement is subject to ratification by the membership of the Association and the full Board.

ARTICLE 34

DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 1990, and shall continue in effect until June 30, 1993, subject to the Association's right to negotiate over 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, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on this \_\_\_\_ day of September, 1990.

TINTON FALLS EDUCATION ASSOCIATION

By: \_\_\_\_\_ President

By: \_\_\_\_\_ Secretary

TINTON FALLS BOARD OF EDUCATION

By: \_\_\_\_\_ President



TEACHER'S GUIDE  
 SCHEDULE A  
 TEACHER'S SALARY GUIDE  
 1990-1991

89/90 Step	90/91 Step	BA	BA+30	MA	MA+15	MA+30	DOC
	2	25514	26439	27364	28289	29214	30139
2	3	25714	26639	27564	28489	29414	30339
3	4	26714	27639	28564	29489	30414	31339
4	5	27014	27939	28864	29789	30714	31639
5	6	27964	28889	29814	30739	31664	32589
6	7	29019	29944	30869	31794	32719	33644
7	8	30169	31094	32019	32944	33869	34794
8	9	31269	32194	33119	34044	34969	35894
9	10	32369	33294	34219	35144	36069	36994
10	11	33469	34394	35319	36244	37169	38094
11	12	34569	35494	36419	37344	38269	39194
12	13	35669	36594	37519	38444	39369	40294
13	14	37169	38094	39019	39944	40869	41794
14	14	37169	38094	39019	39944	40869	41794
15	15	38669	39594	40519	41444	42369	43294
16	15	38669	39594	40519	41444	42369	43294
17	16	40169	41094	42019	42944	43869	44794
18	17	42069	42994	43919	44844	45769	46694
19	18	44069	44994	45919	46844	47769	48694
20	19	47492	48417	49342	50267	51192	52117
21	19	47492	48417	49342	50267	51192	52117

In addition, the Board shall pay the Trenton State College rate, effective September 1, 1990 for courses approved by the Superintendent not to exceed 12 credits in any one year, provided, however, that a passing grade is obtained in the approved course. Courses which are required to hold a position to complete requirements for full certification will not apply. Longevity payment is \$50.00 for every five years in the District.

**SCHEDULE B**  
**TEACHER'S SALARY GUIDE**

1991-1992

89/90 Step	90/91 Step	91/92 Step	BA	BA+30	MA	MA+15	MA+30	DOC
		2	27477	28427	29377	30327	31277	32227
	2	3	27677	28627	29577	30527	31477	32427
2	3	4	27927	28877	29827	30777	31727	32677
3	4	5	28852	29802	30752	31702	32652	33602
4	5	6	29277	30227	31177	32127	33077	34027
5	6	7	30277	31227	32177	33127	34077	35027
6	7	8	31602	32552	33502	34452	35402	36352
7	8	9	33052	34002	34952	35902	36852	37802
8	9	10	34352	35302	36252	37202	38152	39102
9	10	11	35652	36602	37552	38502	39452	40402
10	11	12	36952	37902	38852	39802	40752	41702
11	12	13	38252	39202	40152	41102	42052	43002
12	13	14	39552	40502	41452	42402	43352	44302
13	14	15	40852	41802	42752	43702	44652	45602
14	14	15	40852	41802	42752	43702	44652	45602
15	15	16	42252	43202	44152	45102	46052	47002
16	15	16	42252	43202	44152	45102	46052	47002
17	16	17	44352	45302	46252	47202	48152	49102
18	17	18	46952	47902	48852	49802	50752	51702
19	18	19	50592	51542	52492	53442	54392	55342
20	19	19	50592	51542	52492	53442	54392	55342
21	19	19	50592	51542	52492	53442	54392	55342

SCHEDULE C  
SALARY GUIDE

1992-1993

89/90 Step	90/91 Step	91/92 Step	92/93 Step	BA	BA+30	MA	MA+15	MA+30	DOC
			2	29340	30315	31290	32265	33240	34215
		2	3	29590	30565	31540	32515	33490	34465
	2	3	4	29890	30865	31840	32815	33790	34765
2	3	4	5	30490	31465	32440	33415	34390	35365
3	4	5	6	31440	32415	33390	34365	35340	36315
4	5	6	7	32140	33115	34090	35065	36040	37015
5	6	7	8	33140	34115	35090	36065	37040	38015
6	7	8	9	34540	35515	36490	37465	38440	39415
7	8	9	10	36040	37015	37990	38965	39940	40915
8	9	10	11	37440	38415	39390	40365	41340	42315
9	10	11	12	38840	39815	40790	41765	42740	43715
10	11	12	13	40240	41215	42190	43165	44140	45115
11	12	13	14	41640	42615	43590	44565	45540	46515
12	13	14	15	43040	44015	44990	45965	46940	47915
13	14	15	16	44640	45615	46590	47565	48540	49515
14	14	15	16	44640	45615	46590	47565	48540	49515
15	15	16	17	46440	47415	48390	49365	50340	51315
16	15	16	17	46440	47415	48390	49365	50340	51315
17	16	17	18	49240	50215	51190	52165	53140	54115
18	17	18	19	53992	54967	55942	56917	57892	58867
19	18	19	19	53992	54967	55942	56917	57892	58867
20	19	19	19	53992	54967	55942	56917	57892	58867
21	19	19	19	53992	54967	55942	56917	57892	58867



SCHEDULE D

STIPEND SCHEDULE

1990-1991      1991-1992      1992-1993

Intramurals			
Girls	\$ 882	\$ 961	\$1,046
Boys	882	961	1,046
Intramurals TF	882	961	1,046
Safety Patrol	831	905	985
Newspaper	831	905	985
Yearbook	831	905	985
Art	882	961	1,046
Chess & Games	737	803	874
Boys' Basketball	1,827	1,990	2,167
Boys' Track	1,421	1,548	1,685
Girls' Basketball	1,827	1,990	2,167
Girls' Softball	934	1,018	1,108
Girls' Track	1,421	1,548	1,685
Soccer	1,084	1,180	1,285
Cheerleading	1,307	1,423	1,550
Photography	737	803	874
Arts and Crafts	737	803	874
Student Council	882 (2)	961 (2)	1,046(2)
Drama TF	737	803	874
Kids, Camera,			
Action TF	405	441	480
Math League TF	203	221	240
Cognetics TF	882	961	1,046
Rogate TF	405	441	480
Floor Hockey TF	540	588	641
7th Grade			
Basketball	737	803	874
Double Dutch	745	811	883
Washington Trip			
Chaperones per/day	83.13	90.53	98.59
Home Instruction			
per/hour	17.83	19.41	21.14
AFRO American			
Program Director	500.00	544.50	592.96
Duty Assignment	15	16	17

SCHEDULE E  
SECRETARIAL GUIDES

1990/1991			1991/1992			1992/1993		
Step	Off. Pers.	Libr. Clk.	Step	Off. Pers.	Libr. Clk.	Step	Off. Pers.	Libr. Clk.
1	\$15,085	\$10,360	1	\$16,195	\$11,470	1	\$17,590	\$12,865
2	15,785	11,060	2	17,105	12,380	2	18,490	13,765
3	16,510	11,785	3	18,030	13,305	3	19,440	14,715
4	17,260	12,535	4	18,955	14,230	4	20,440	15,715
5	18,085	13,360	5	19,880	15,155	5	21,540	16,815
6	18,930	14,205	6	20,805	16,080	6	23,040	18,315
7	19,780	15,055	7	21,730	17,005	7	23,890	19,165
8	20,630	15,905	8	22,655	17,930	8	24,825	20,100
9	21,580	16,855	9	23,425	18,700			
10	22,425	17,700						