

AGREEMENT BETWEEN
TINTON FALLS BOARD OF EDUCATION
AND
TINTON FALLS EDUCATION ASSOCIATION

JULY 1, 2018 - JUNE 30, 2021

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ARTICLE 1
RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all teaching personnel, social workers, Learning Disabilities Teacher-Consultants, psychologists, guidance counselors, librarians, nurses, paraprofessionals, secretaries, and library clerks, whether under contract or on leave, employed or to be employed by the Board, with the exception of the Administrative Secretaries to the Superintendent, Office of Curriculum Instruction and Technology; Payroll Supervisor, and Board Secretary/Business Administrator, and Substitutes.

B. CATEGORIES OF EMPLOYEES

It is hereby understood and agreed that this Agreement covers three categories of Employees, defined as follows:

Category A. All certified personnel, including teachers, social workers, nurses, librarians, psychologists, Learning Disabilities Teacher-Consultants, and guidance counselors

Category B. Secretaries and library clerks

Category C. Paraprofessionals.

C. DURATION

The recognition shall continue in effect until a successor representative for collective negotiations is selected and designated pursuant to law or unless sooner terminated according to law.

ARTICLE 2
NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

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 employment, provided the Association continues as the majority representative during the succeeding year. Either party may use a professional negotiator to act on its behalf if it so desires.

1. Subject to the foregoing, on or before the twentieth (20th) day of November, the parties shall exchange proposals, and negotiations shall commence no later than the Second (2nd) day of January. 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 workday. If either party believes that successful resolution of all differences cannot be achieved, either party shall have available to it 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 or may hereafter be available by statute or applicable regulations of the Public Employment Relations Commission.

2. All terms and conditions of employment as established by this Agreement shall continue to be so applicable during the term of this Agreement except as may be modified by law.

3. The Board agrees not to negotiate concerning the terms and conditions of employment other than with the Association. 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 the whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3
GRIEVANCE PROCEDURE

A.

1. A grievance shall mean a complaint by an employee or the Association that there has been a personal loss or inequity because of violation, misinterpretation or misapplication of a term or condition of employment policy or administrative decision, to an employee or the Association, provided it does not involve the retention of a non-tenure employee. 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. To be considered under this procedure, a grievance 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 the 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 a time that it cannot be processed through all the steps in this procedure by the end of the school year and could result in irreparable harm to a party in interest if left unresolved until the beginning of the following year, 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 his/her 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 or supervisor, specifying the following:

- a. The nature of the grievance and the injury, loss, or inequity.
- b. The results of previous discussions.
- c. Employee's dissatisfaction with decisions previously rendered.

Upon receipt of the grievance, the principal or supervisor 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 or supervisor will communicate a decision to the employee, the Association, or its representatives 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 or supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must recite the specifics of the matter submitted to the principal/supervisor as specified above, as well as the employee's 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 or supervisor, and the Association.

4. If the grievance is not resolved to the grievant's satisfaction, the grievant may request a review by the Board of Education. The request shall be submitted, in writing, to the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, in its sole discretion, may review the grievance. If the Board is in agreement with the Superintendent, a hearing by the Board may be waived. If the Board, in its sole discretion, determines that a hearing shall be held, a decision shall be rendered, in writing, no later than five (5) days after the second Board meeting of the month in which the grievance is submitted to the Board.

5. If the Association determines that the grievance is meritorious and does not involve the nonrenewal of a non-tenure employee's contract, except as provided for in Article 18, Fair Dismissal Procedure, it may submit the grievance to arbitration within fifteen (15) work 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 representatives of the Board and the Association and shall hold hearings promptly. The arbitrator shall be requested to issue a decision no later than thirty (30) days from the date of the close of the hearing, 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 or 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 provisions of this Agreement.

The decision of the arbitrator shall be binding upon the Board and the Association. The cost 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 employee representative discuss with members of the Board 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 state its views.

8. An employee, an administrator and/or the Board may have representatives or witnesses of their choice in attendance at all levels of the grievance.

9. All documents, communications and records dealing with the processing of a grievance shall be kept in a separate grievance file and shall not be kept in the personnel file of any of the participants.

10. The Board shall also have the right to submit alleged violations of the terms of this Agreement 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 this grievance procedure by reason of such participation. In addition, 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 participants 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 EMPLOYEE TO REPRESENTATION

Any aggrieved person may represent himself/herself at any stage of the grievance procedure or 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

If, 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 of 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations 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, 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 the New Jersey School Laws or other applicable laws and regulations. The rights granted to an employee hereunder shall be deemed to be in addition to those provided elsewhere under the law.

C. GOOD CAUSE PROVISION

No member of any category of employment shall be disciplined, reprimanded, reduced in rank, 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 being given an adverse evaluation shall no longer be subject to the grievance procedure of the contract.

D. REQUIRED MEETING OR HEARINGS

Whenever any employee is required to appear before the Superintendent, the Superintendent's designee, the Board or any committee or agent thereof, concerning any matter which could adversely affect that employee's employment with the Board, as well as any salary or increments pertaining thereto, then the employee shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise and represent the employee during such meeting.

E. EVALUATION OF STUDENTS

The teacher shall determine grades and other evaluations of students pursuant to Board policy and based upon the teacher's professional judgment of available criteria pertinent to any given subject area or activity for which the teacher is responsible. No grade or evaluation shall be changed without the review and approval by the Superintendent of Schools or his/her designee.

F. CRITICISM OF EMPLOYEES

Any questions or criticism by a supervisor, administrator, or Board member of an employee or the employee's instructional methodology shall be made in confidence and not in the presence of students, or parents, or at 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 non-confidential information concerning the educational program and the financial resources of the District

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 and/or the representatives shall suffer no loss in pay.

A total of two (2) days per year shall be granted by the Board to the Association for its officers to participate in County and State meetings, conferences, or legislative proceedings. The officer(s) 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 THE SCHOOL EQUIPMENT

The Association shall have the right to use school facilities and equipment designated for employee use, including typewriters, computers, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio visual equipment at reasonable times, and when such equipment is not otherwise in use. The Association shall pay for, at Board cost, 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 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 faculty lounge or employee dining 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 the 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 an 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
SCHOOL WORK YEAR

A. LENGTH OF WORK YEAR

1. Category A: Ten (10) month personnel: The in-school work year for Category A employees 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 five (185) days, of which one hundred eighty (180) are instructional days, including one (1) day of orientation, and up to three (3) days of training for professional development as determined by the Administration. Effective with the 2016-2017 school year, there shall be up to three (3) days of training for professional development as determined by the Administration. In addition, first year teaching staff members in the Tinton Falls School District shall be required to attend four (4) additional days of training for professional development as determined by the Administration.

2. Category B

1. Central office secretaries - all central office secretaries shall work twelve (12) months. Their vacation schedule, as approved by the Superintendent of Schools, shall be as follows:

<u>Employment</u>	<u>Vacation Days</u>
1st Year	One (1) day per month not to exceed ten (10) working days.
2 nd through 5 th Year	Ten (10) working days.
6 th through 11 th Year	Fifteen (15) working days.
12 th Year and over.	Twenty (20) working days.

2. School secretaries - all school secretaries will work eleven (11) months during the calendar year, for a total of two hundred thirteen (213) days. Within said two hundred thirteen (213) days all school secretaries shall work the week prior to the opening of the schools.

3. Library clerks - all library clerks shall be hired for ten (10) month positions and shall work one hundred ninety-five (195) days, including five (5) days prior to the start of a Category A members' work schedule and (5) days after a Category A members' work schedule concludes for the school year.

3. Category C

Paraprofessionals shall be hired for ten (10) month work schedule positions.

B. INCLEMENT WEATHER

1. Categories A, B, and C:

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

ARTICLE 7
WORKING HOURS

A. LENGTH OF THE DAY

1. Category A

7 hours, 15 minute Day

5 hours, 25 minutes per day - direct instruction

45 minutes per day - duty free lunch

200 minutes per week minimum - preparation

20 minutes per day - this shall include ten (10) minutes before student arrival and ten (10) minutes after school dismissal. It is understood these ten (10) minute periods are intended to be utilized by certified teachers as student supervision time or in emergency situations as provided by State statutes. An emergency situation consists of an unforeseen event that involves the health and/or safety of a student or staff member, and is of such urgency as to require immediate action.

2. Category B: Secretaries and library clerks. The daily work schedule shall be determined on an individual basis by the immediate supervisor but not more than eight (8) hours per day including a one (1) hour allowance for lunch, or seven (7) actual work hours per day. Duties of secretaries and library clerks shall be in accordance with the applicable job descriptions and as assigned by their immediate supervisor.

3. Category C: Paraprofessionals

7 Hours, 15 Minute Day

6 hours, 30 minutes per day - instructional assistance

45 minutes per day - duty free –lunch

B. SUMMER (JULY AND AUGUST) HOURS - SECRETARIES

1. Summer (July and August) hours for central office secretaries shall be 8:00 a.m. to 3:30 p.m., including a thirty (30) minute lunch on Monday through Thursday, and 8:00 a. m. through 11:30 a.m. on Friday with no lunch break.

2. Summer (July and August) hours for school secretaries shall be 8:00 am. until 3:30 p.m., including a thirty (30) minute lunch on Monday through Thursday, and

8:00 a.m. to 11:30 a.m. on Friday with no lunch break.

C. EXTRA PAY FOR EXTRA SERVICE

1. Category A and Category C: Employees who are required to work beyond the regular in-school work year as defined in ARTICLE 6, or beyond the employee's total in-school work day, shall be compensated at one twelve-hundredth (1/1200) of the employee's annual contract per hour.

2. Category B: Each secretary shall receive overtime pay for each hour of work performed beyond thirty-five (35) hours per week calculated at one and one half times (1 1/2) his/her hourly wage. This provision shall apply to both full-time employees and part-time employees.

D. LUNCH PERIODS

Personnel in Categories A, B and C may leave the building during their scheduled duty-free lunch periods upon notifying the office.

E. 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 limit the numbers of meetings to two (2) per month and not more than sixty (60) minutes in length. The allotted number of two (2) meetings per month does not stipulate their being scheduled if the need does not exist.

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 holiday, or any other day in which teacher attendance is not required at school except in case of an emergency.

3. Notice and agenda.

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

F. PREPARATION TIME

Full time classroom teachers shall have a minimum of two hundred (200) minutes of preparation time per week during which they shall not be assigned any other duties. Part time classroom teachers that teach four (4) periods per day shall have one hundred (100) minutes of preparation time per week.

G. 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 I.

H. SCHEDULING COMMITTEE

Each building shall have a committee to provide input into the development of an instructional schedule for that building. This committee will be represented by the building administrator and at least three staff members who will be agreed upon jointly by the building administrator and the chief building Association Representative. Staff members shall be compensated at the curriculum rate of pay for their services unless their duties are performed during monthly meetings as designated in this contract.

**ARTICLE 8
SPECIALISTS**

A. SUBSTITUTES

The Board agrees at all times to maintain an adequate list of substitutes for all categories of employees. The substitutes shall be provided with appropriate orientation and training by the Administration to help them comply with their duties.

**ARTICLE 9
TRANSPORTING STUDENTS**

A. APPLICATION

1. Transporting students
 - a. Employees shall not be required to drive students.

**ARTICLE 10
EMPLOYMENT**

A. PLACEMENT ON SALARY SCHEDULE

Adjustment to salary schedule

Each employee shall be placed on the proper step of the salary schedule at the beginning of the school year.

10 month staff members hired on or prior to February 1 shall be eligible for increment movement the following year. 10 month staff members hired after February 1 shall not be eligible for increment movement the following year.

11 month staff members hired on or prior to January 15 shall be eligible for increment movement the following year. 11 month staff members hired after January 15 shall not be eligible for movement the following year.

12 month staff members hired on or prior to January 1 shall be eligible for increment movement the following year. 12 month staff members hired after January 1 shall not be

eligible for increment movement the following year.

B. PREVIOUS SICK LEAVE ACCUMULATION

Previously accumulated unused leave days, not to exceed ten (10) days, shall be restored to all employees returning to the district.

C. NOTIFICATION OF CONTRACT AND SALARY

Personnel in Categories A, B and C shall be notified of their contract and salary status for the ensuing school year no later than May 15.

**ARTICLE 11
SALARIES**

A. SALARY SCHEDULE

The salary of personnel in Categories A, B and C covered by this Agreement is set forth in the Schedules attached hereto and made part hereof.

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

B. PROCEDURE FOR WITHHOLDING EMPLOYMENT OR ADJUSTMENT INCREMENTS

1. That the procedures be adhered to as outlined in Title 18A of the Revised Statutes of the State of New Jersey and Title 6A of the New Jersey Administrative Code.

C. METHOD OF PAYMENT

1. Twelve (12) month. Each employee employed for twelve (12) months shall be paid in twenty-four (24) semi-monthly installments.
2. Ten (10) months. 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 select to have ten percent (10%) of his/her monthly salary deducted.

4. Exceptions: When a payday 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.

D. SCHEDULE OF PAYMENT OF STIPENDS

No stipends will be paid unless the principal signs off that all responsibilities, including returning equipment and uniforms, have been met. District-wide payment of individual stipend positions for the school year will be as follows:

A. ACTIVITY/POSITION	PAYMENT DATES
Activities that extend from Sept to June.	½ on Dec. 15 th and ½ on June 15 th .
B. Seasonal Activities	
Fall	Full – November 30 th
Winter	Full – February 28 th
Spring	Full – May 30 th

Stipends will be increased by three percent (3.0%) per year for the duration of this Agreement.

ARTICLE 12
EMPLOYMENT ASSIGNMENT

A. NOTIFICATION

1. Date for presently employed members of Categories A, B and C.

All members of Categories A, B and C shall be given written notice of their salary schedules, class and/or subject assignments, building assignments, room assignments and team assignments at Tinton Falls Middle School 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 year, the Association and any employee affected shall be notified promptly in writing and, upon the request of the employee and the Association, the changes shall be promptly reviewed between the Superintendent (or his/her designee) and the employee affected, and, at the employee's option, a representative of the Association.

B. TRAVELING EMPLOYEES

1. Schedules.

Schedules of employees who are assigned to more than one school shall be arranged so that no employee shall be required to engage in an unreasonable amount of inter-school travel. Such employees shall be notified of any changes to 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 Office of Management and Budget rate 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 Office of Management and Budget rate or the rate permitted by law.

ARTICLE 13
VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. NOTIFICATIONS OF VACANCIES

1. Date

As soon as awareness of vacancies occur, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancy or vacancies on the main office bulletin boards and on the faculty room bulletin boards. Employees shall have ten (10) days from the date of posting to submit applications.

2. Filing requests

Employees who desire a change in grade and/or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject and the school or schools to which the employee desires to be assigned, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than March 31 unless the position is posted after that date.

ARTICLE 14
INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. NOTICE

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

B. MEETING AND APPEAL

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Superintendent or his/her designee, at which time the employee shall be notified of the reason therefor. In the event that an employee objects to the transfer or reassignment, upon the request of the employee, the Superintendent or his/her designee and the employee shall meet, and the employee may, at his/her option, have an Association representative present at such meeting.

Grade level assignments, as opposed to building transfers, may be managed by the principals.

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 in the notice. All positions shall be posted in each main office and 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 members of employment in Categories A, B and C shall be given adequate opportunity to submit an 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 I for home instruction and the current cost of mileage established by the Office of Management and Budget

B. ADDITIONAL FUNDS

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

ARTICLE 17
EMPLOYEE EVALUATION

EMPLOYEE EVALUATION

A. Supervisions, observations, and evaluations shall be conducted pursuant to New Jersey Law.

B. All administrators will share the evaluative instrument with employees to clarify the evaluative procedure and discuss their expectations of teacher performance. This may be conducted by the administrator either on a one-to-one basis or with a particular group of teaching staff members (i.e. tenured and non-tenured staff). An individual post-observation conference will be held within fifteen (15) working days of an employee's observation for the purpose of discussing the evaluation. The evaluation and subsequent conference should reflect a constructive analysis of the teacher's work. It is understood that administrators have the right to make unscheduled observations at any time.

C. 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 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 a

prior conference with 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 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 that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material. 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 not available for the employee's inspection, unless otherwise provided for in 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, other than in accordance with the procedures set forth in this Article.

ARTICLE 18
FAIR DISMISSAL PROCEDURE

A. NOTIFICATION OF STATUS

1. On or before May 15 of each year the Board shall give to each non-tenure member 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 Agreement shall be based on fair and equitable reasons, with full recognition of all employee rights contained in Article 3 and Article 4 of this Contract.

2. All requirements of Title 18A of the Revised Statutes of the State of New Jersey and Title 6A of the New Jersey Administrative Code shall be complied with in all respects.

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 individual, which are subsequently used in an evaluation of the employee, 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 to store instructional materials and supplies within each instructional area in which he/she teaches.
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 the lounge, it shall be regularly cleaned by the school's custodial staff.
3. Private telephones shall be provided in each faculty lounge or any room used as a faculty lounge.
4. A serviceable desk, chair and filing cabinet for the exclusive use of each teacher shall be provided.
5. The Board will maintain a communication system so that teachers can communicate with the main office from their classrooms.
6. Well-lighted and clean teacher restrooms, separate for each sex and separate from the student's restrooms, shall be provided.
7. Suitable, private space with lock and key for each teacher shall be provided.

ARTICLE 21
DEDUCTIONS 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. 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 the 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.

B. AGENCY SHOP

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

2. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall be 85% of the regular membership dues, fees and assessments charged by the Association to its own membership.

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

4. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

5. These deductions shall commence thirty (30) days after the beginning of employment in the unit.

ARTICLE 22

SICK LEAVE

A. ACCUMULATIVE

As of September 1 of each year, all employees 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.

B. TRANSFERS FROM OTHER DISTRICTS

As of September 1 of each school year, whenever the Board employs any of the above mentioned employees who has an 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 sick leave thereafter as may be needed.

C. NON-ACCUMULATIVE

Illness in the family.

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

D. NOTIFICATION OF ACCUMULATION

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

E. UNUSED ACCUMULATIVE

1. Category A: Members of this category shall be paid as follows:

\$60.00 per day with a maximum of 120 days.

2. Category B: Members of this category shall be paid as follows:

\$48.00 per day with a maximum of 120 days.

3. Category C: Members of this category shall be paid as follows:

\$48.00 per day with a maximum of 120 days.

In order to be eligible for this benefit, retiring employees 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 a 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 shall require absence during school hours.

The Administration shall have two (2) days prior notice (except in case of emergencies) and the employee requesting leave shall not be required to state the reason for taking such leave other than it is being taken under this section.

Personal leave shall not be taken before or after any school holiday. In the event of extenuating circumstances, application shall be made to the Superintendent of Schools for consideration for exception. Written documentation shall be provided by the applicant upon request of the Superintendent

Unused personal days shall be converted to the employee's sick day bank at the end of each school year.

2. Death

Up to five (5) days at any one time in the event of death of an employee's immediate family. The immediate family is defined as follows: (1) husband, wife, children, and any other members of the same house; (2) father and mother; (3) sisters and brothers; (4) grandparents, (5) grandchildren; (6) any person who has functioned in the capacity of a mother or father in the absence of the employee's natural parents; (7) mother-in-law and father-in-law. Two (2) days of travel, if requested, will be considered by the Superintendent in the case of death in the immediate family.

Up to two (2) days per year for a family member that is not a member of the employee's immediate family, as defined above; use of personal days required thereafter. Employees shall be granted up to one (1) day in the event of death of an employee's friend outside of the employee's immediate family 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 employees sufficient time off to attend the funeral.

3. Religious.

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

4. Visitation and Conferences

An employee, upon request to the Superintendent, may be granted two (2) days to visit other schools or to attend education conferences without the loss of salary. The Superintendent may grant up to five (5) days for specific professional events.

5. Legal

Time necessary will be allowed for appearance 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. Appropriate proof of the legal proceeding must be provided in all situations.

6. Marriage

An employee is allowed up to three (3) days leave for his or her marriage, but must pay the substitute's salary for this period, if a substitute is required.

7. Temporary Military

Military leave with pay will be granted in accordance with State and federal law.

8. Good cause

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

B. IN ADDITION TO SICK LEAVE

Leave 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, VJSTA 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 up to one (1) year 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. In accordance with law, District employees will only be presumed to be disabled for a period of thirty (30) calendar days prior to the birth of the employee's child and thirty (30) calendar days after the birth of the employee's child. During these two thirty (30) day periods of time, the request for the use of accumulated sick leave shall be granted by the Board without the need to produce any medical certification referring to the disability status of the affected employees. Employees will only be paid for their actual accumulated sick leave during these two thirty (30) day periods. The two thirty (30) day "presumption of disability" periods both prior to and after the birth of a child can be extended only if the employee's physician refers to a medical reason for the extension of the affected employee's disability status either before or after the birth of that employee's child.
- c. Any employee granted maternity/paternity leave shall, upon request, be restored to the 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 her pregnancy unless the employee cannot produce a certificate from her physician stating that she is medically able to continue employment.

- 2. Adoption

An employee adopting an infant child shall be entitled to the same leave as an employee giving birth. The leave shall commence upon his/her receiving de facto custody of said infant or earlier if necessary to fulfill the requirements for the adoption.

- 3. Extended leaves beyond FMLA leave

Unpaid leave shall be acceptable of up to one (1) year from the initial commencement of her/his maternity leave. If return from extended leave subsequent to FMLA leave occurs May 15 or later, said employee will be required to extend the unpaid leave through the end of the school year. Employee is responsible for 100% of cost of health insurance premiums during any leave extension beyond the exhaustion of FMLA and/or NJFLA leave.

D. ILLNESS IN FAMILY

A tenured 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 tenured employee's immediate family. Additional leave may be granted 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 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 who is absent from work due to a leave of absence granted under sections C, D, or E of this Article will not be entitled to increment movement on the salary guide in any school year unless he/she actually works fifty percent (50%) of the contractual work year set forth in Article 6, plus one (1) day. Any temporary leave of absence set forth in Articles 22 and 23 A(1); (2); (5), (6) and (8) shall not count as actual work days necessary to satisfy the requirements for incremental movement on the salary guide.

- 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 a teacher by the Board for study, including study in another area of specialization, if approved by the Superintendent of Schools.

B. CONDITIONS

Sabbatical leave, if granted, as set forth in Paragraph A, shall be 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 approved by the Superintendent of Schools. If more than one teacher applies and each meets all requirements stated herein, the one who has been with the district longer shall receive the leave.

2. Request

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

3. Minimum time to qualify

The teacher must 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 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 district during the period of absence.

6. Compulsory Service

Any teacher granted a sabbatical leave must remain in the employ of the Board of Education for at least one (1) year after completion of the leave.

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 an employee is required and/or requested by the Administration to take. This shall not apply for certification requirements.

2. Reimbursement for Professional Development

Reimbursement for meals shall be limited up to Fifty Dollars (50.00) per day or the rate permitted by law, Lodging shall be at the conference rate, and transportation shall be at the prevailing I.R.S. rate or the rate permitted by law. Reimbursement shall be limited to attendance out of district.

3. Tuition reimbursement

All tuition reimbursement shall be in accordance with New Jersey law. The Board shall pay the College of New Jersey rate for courses approved by the Superintendent not to exceed eighteen (18) 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. Staff members must be tenured to be eligible for tuition reimbursement. Preference will be given to staff members in an approved degree program in accordance with New Jersey law. The dates for receipt of tuition reimbursement pursuant to this provision shall be as follows:

February: Classes successfully completed and documentation evidencing same submitted to Superintendent prior to December 31.

August: Classes successfully completed and documentation evidencing same submitted to Superintendent prior to June 30.

The maximum aggregate tuition reimbursement that the Board will pay during each school year of this Agreement shall be as follows:

- i. 2018-2019: \$130,000
- ii. 2019-2020: \$100,000
- iii. 2020-2021: \$85,000 – this maximum shall remain in place until a successor agreement is negotiated and ratified by both parties.

The amount of reimbursement will be prorated based on amount paid and the number of people applying for tuition reimbursement.

There shall be a moratorium on tuition reimbursement for new enrollees (both new and existing employees) until July 1, 2020.

4. Payment of Mentor Teachers

The mentor teacher will be paid in accordance with New Jersey law.

ARTICLE 27
SUPERVISION OF STUDENT TEACHERS

A. PROCEDURE

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 duplicate copy of all instructional materials and teacher manuals for use by the student teacher assigned.

ARTICLE 28
PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

A. REASONABLE FORCE

Reasonable force by an employee shall be as specified in N.J.S.A. 18A:6-1.

B. INDEMNITY OF OFFICERS AND EMPLOYEES AGAINST CIVIL ACTION

Officers and employees shall be indemnified against any civil action pursuant to the terms and conditions specified in N.J.S.A. 18A:16-6.

C. INDEMNITY OF OFFICERS AND EMPLOYEES IN CERTAIN CRIMINAL ACTIONS

Officers and employees shall be indemnified against certain criminal actions pursuant to the terms and conditions specified in N.J.S.A 18A: 16-6.1

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.

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.

1. Carrier

The health insurance carrier shall be New Jersey School Employees' Health Benefits Plan ("SEHBP") or equivalent for the basic hospitalization, medical-surgical coverage, major-medical coverage, and prescription drug coverage through the prescription drug cost reimbursement program which is part of the NJ Plus components of the SEHBP or through the HMO's under the SEHBP, or alternate coverage as permitted by State Law.

2. Complete annual coverage

For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st.

B. DESCRIPTION TO ELIGIBLE EMPLOYEES

The Board shall provide to each employee through the SEHBP, or an equivalent plan, 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 coverage as listed above.

The base plan for health insurance coverage shall shift to the Direct 15 level of coverage from the Direct 10 level of coverage, maintaining “equal to or better than” in relation to the Direct 15 level of coverage.

C. DENTAL COVERAGE

The Board shall provide full family coverage for dental 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, as limited below.

Effective July 1, 2011, the cap on the Board contribution toward premiums shall be set at the rates in effect on June 30, 2009, and the per person annual maximum shall be changed from \$1,250 to \$1,500.

D. MEDICAL INSURANCE CONTRIBUTIONS

Employees shall contribute to the cost of health care coverage in accordance with Chapter 78, P.L. 2011. The parties shall continue utilizing a 125 plan for employee contributions.

Staff eligible and receiving benefits will contribute in accordance with the rates set forth in Ch. 78, P.L. 2011 and during the duration of this three (3) year agreement only shall have the employees' contribution level capped at 26%. Upon the expiration of this Agreement (midnight on June 30, 2021), the 26% cap will expire and the rates will revert back to the full rate structure set forth in Ch. 78, P.L. 2011. The cap of 26% will not be implemented unless and until this memorandum of agreement is ratified by both parties and upon the effective date of employees' enrollment in the Direct 15 level of coverage.

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, 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 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 the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and 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 Title 18A or any other federal, State or local law, rule, regulation or policy. except as specifically and expressly modified by this Agreement.

ARTICLE 32
FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were the subject of negotiations. During the term of this Agreement, the Board will communicate to the Association any investigation or inquiries regarding the matter of the subcontracting any positions included in the recognition clause at least 120 days prior to making any final decision.

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 provisions 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 provisions or application shall not be deemed valid and consisting, 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 & 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 sixty (60) days after the Agreement is signed. The Agreement shall be presented to all employees 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, either party shall do so by fax, email regular mail or certified mail t the following addresses:

1. If by Association, the 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, 2018, and shall continue in effect until June 30, 2021, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2. 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 _____, 2019.

Tinton Falls Education Association

By: _____
President

By: _____
Vice President

Tinton Falls Board of Education

By: _____
President

By: _____
Secretary

STEP PROGRESSION FOR SCHEDULES A–E

Expired Guide		Year 1		Year 2		Year 3	
Prior Years of Exp. Upon Hiring	2017-2018	Prior Years of Exp. Upon Hiring	2018-2019	Prior Years of Exp. Upon Hiring	2019-2020	Prior Years of Exp. Upon Hiring	2020-2021
						1	→ 1
				1	→ 1	2	→ 2
		1	→ 1	2	→ 2	3	→ 3
1,2	→ 1-2	2,3	→ 2-3	3,4	→ 3-4	4,5	→ 4-5
3	→ 3	4	→ 4	5	→ 5	6	→ 6
4	→ 4	5	→ 5	6	→ 6	7	→ 7
5	→ 5	6	→ 6	7	→ 7	8	→ 8
6,7	→ 6	7,8	→ 7	8,9	→ 8	9,10	→ 9
8,9,10,11	→ 7	9,10,11,12	→ 8	10,11,12,13	→ 9	11,12,13,14	→ 10
12,13	→ 8	13,14	→ 9	14,15	→ 10	15,16	→ 11
14,15	→ 9	15,16	→ 10	16,17	→ 11	17,18	→ 12
16,17	→ 10	17,18	→ 11	18,19	→ 12	19,20	→ 13
18,19	→ 11	19,20	→ 12	20,21	→ 13	21,22	→ 14
20	→ 12	21	→ 13	22	→ 14	23	→ 15
21	→ 13	22	→ 14	23	→ 15	24+	→ 16
22	→ 14	23	→ 15	24+	→ 16		
23	→ 15	24+	→ 16				
24+	→ 16						

**SCHEDULE A
TEACHERS**

**YEAR 1
2018-19**

Salary Guide Step	BA	BA+30	MA	MA+15	MA+30	PHD
1	\$50,863	\$52,363	\$53,863	\$55,363	\$56,863	\$58,363
2-3	\$51,113	\$52,613	\$54,113	\$55,613	\$57,113	\$58,613
4	\$51,363	\$52,863	\$54,363	\$55,863	\$57,363	\$58,863
5	\$51,663	\$53,163	\$54,663	\$56,163	\$57,663	\$59,163
6	\$52,078	\$53,578	\$55,078	\$56,578	\$58,078	\$59,578
7	\$53,988	\$55,488	\$56,988	\$58,488	\$59,988	\$61,488
8	\$56,388	\$57,888	\$59,388	\$60,888	\$62,388	\$63,888
9	\$59,188	\$60,688	\$62,188	\$63,688	\$65,188	\$66,688
10	\$62,388	\$63,888	\$65,388	\$66,888	\$68,388	\$69,888
11	\$65,888	\$67,388	\$68,888	\$70,388	\$71,888	\$73,388
12	\$69,663	\$71,163	\$72,663	\$74,163	\$75,663	\$77,163
13	\$72,463	\$73,963	\$75,463	\$76,963	\$78,463	\$79,963
14	\$75,463	\$76,963	\$78,463	\$79,963	\$81,463	\$82,963
15	\$78,863	\$80,363	\$81,863	\$83,363	\$84,863	\$86,363
16	\$83,788	\$85,288	\$86,788	\$88,288	\$89,788	\$91,288

**SCHEDULE B
TEACHERS**

**YEAR 2
2019-20**

Salary Guide Step	BA	BA+30	MA	MA+15	MA+30	PHD
1	\$51,413	\$52,913	\$54,413	\$55,913	\$57,413	\$58,913
2	\$51,663	\$53,163	\$54,663	\$56,163	\$57,663	\$59,163
3-4	\$51,913	\$53,413	\$54,913	\$56,413	\$57,913	\$59,413
5	\$52,213	\$53,713	\$55,213	\$56,713	\$58,213	\$59,713
6	\$52,713	\$54,213	\$55,713	\$57,213	\$58,713	\$60,213
7	\$54,613	\$56,113	\$57,613	\$59,113	\$60,613	\$62,113
8	\$57,013	\$58,513	\$60,013	\$61,513	\$63,013	\$64,513
9	\$59,813	\$61,313	\$62,813	\$64,313	\$65,813	\$67,313
10	\$62,913	\$64,413	\$65,913	\$67,413	\$68,913	\$70,413
11	\$66,313	\$67,813	\$69,313	\$70,813	\$72,313	\$73,813
12	\$70,013	\$71,513	\$73,013	\$74,513	\$76,013	\$77,513
13	\$73,113	\$74,613	\$76,113	\$77,613	\$79,113	\$80,613
14	\$76,213	\$77,713	\$79,213	\$80,713	\$82,213	\$83,713
15	\$79,613	\$81,113	\$82,613	\$84,113	\$85,613	\$87,113
16	\$84,538	\$86,038	\$87,538	\$89,038	\$90,538	\$92,038

**SCHEDULE C
TEACHERS**

**YEAR 3
2020-21**

Salary Guide Step	BA	BA+30	MA	MA+15	MA+30	PHD
1	\$52,148	\$53,648	\$55,148	\$56,648	\$58,148	\$59,648
2	\$52,398	\$53,898	\$55,398	\$56,898	\$58,398	\$59,898
3	\$52,648	\$54,148	\$55,648	\$57,148	\$58,648	\$60,148
4-5	\$52,948	\$54,448	\$55,948	\$57,448	\$58,948	\$60,448
6	\$53,448	\$54,948	\$56,448	\$57,948	\$59,448	\$60,948
7	\$55,348	\$56,848	\$58,348	\$59,848	\$61,348	\$62,848
8	\$57,748	\$59,248	\$60,748	\$62,248	\$63,748	\$65,248
9	\$60,548	\$62,048	\$63,548	\$65,048	\$66,548	\$68,048
10	\$63,648	\$65,148	\$66,648	\$68,148	\$69,648	\$71,148
11	\$66,948	\$68,448	\$69,948	\$71,448	\$72,948	\$74,448
12	\$70,498	\$71,998	\$73,498	\$74,998	\$76,498	\$77,998
13	\$73,713	\$75,213	\$76,713	\$78,213	\$79,713	\$81,213
14	\$77,013	\$78,513	\$80,013	\$81,513	\$83,013	\$84,513
15	\$80,413	\$81,913	\$83,413	\$84,913	\$86,413	\$87,913
16	\$85,338	\$86,838	\$88,338	\$89,838	\$91,338	\$92,838

SCHEDULE F

PARAPROFESSIONALS

YEAR	2018-19	2019-20	2020-21
	\$32,499	\$33,539	\$34,612

Longevity: \$400 after three (3) years of service
 \$700 after six (6) years of service
 \$1,000 after ten (10) years of service
 \$1,500 after fifteen (15) years of service

**SCHEDULE G
LIBRARY CLERKS**

2018-19		2019-20		2020-2021	
Step	Salary	Step	Salary	Step	Salary
1	\$23,791	1	\$23,955	1	\$24,090
2	\$24,659	2	\$24,755	2	\$24,890
3	\$25,521	3	\$25,555	3	\$25,690
4	\$26,383	4	\$26,415	4	\$26,490
5	\$27,245	5	\$27,265	5	\$27,340
6	\$28,107	6	\$28,115	6	\$28,140
7	\$28,969	7	\$28,975	7	\$29,000
8	\$29,831	8	\$29,835	8	\$29,860
9	\$30,693	9	\$30,695	9	\$30,720
10	\$31,555	10	\$31,555	10	\$31,580

**SCHEDULE H
SECRETARIES**

2018-2019				2019-2020		
Salary Guide Step	11 Month	12 Month		Salary Guide Step	11 Month	12 Month
3	\$32,666	\$36,640		3	\$33,401	\$37,375
4	\$33,666	\$37,740		4	\$34,401	\$38,475
5	\$34,966	\$39,140		5	\$35,601	\$39,775
6	\$36,266	\$40,540		6	\$36,901	\$41,175
7	\$37,566	\$41,940		7	\$38,201	\$42,575
8	\$38,891	\$43,340		8	\$39,526	\$43,975
9	\$40,341	\$44,790		9	\$40,976	\$45,425
10	\$42,091	\$46,240		10	\$42,726	\$46,875
11	\$43,441	\$47,690		11	\$44,076	\$48,325
12	\$44,641	\$49,140		12	\$45,276	\$49,775
13	\$45,841	\$50,390		13	\$46,476	\$51,025
14	\$47,241	\$51,640		14	\$47,876	\$52,275
15	\$48,541	\$52,940		15	\$49,176	\$53,575
16	\$49,841	\$54,240		16	\$50,476	\$54,875
17	\$51,191	\$55,590		17	\$51,826	\$56,225
18	\$52,591	\$56,990		18	\$53,216	\$57,615

**SCHEDULE H
SECRETARIES
(continued)**

2020-2021		
Salary Guide Step	11 Month	12 Month
3	\$34,881	\$38,855
4	\$35,881	\$39,955
5	\$36,881	\$41,055
6	\$38,081	\$42,355
7	\$39,381	\$43,755
8	\$40,706	\$45,155
9	\$42,156	\$46,605
10	\$43,906	\$48,055
11	\$45,256	\$49,505
12	\$46,456	\$50,955
13	\$47,656	\$52,205
14	\$49,006	\$53,405
15	\$50,306	\$54,705
16	\$51,606	\$56,005
17	\$52,956	\$57,355
18	\$54,346	\$58,745

**SCHEDULE I
STIPEND SCHEDULE**

<u>POSITION</u>	<u>SCHOOL/#</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
AFTER SCHOOL ACTIVITY & ATHLETIC COORDINATOR	1-T-Only	\$6,430	\$6,623	\$6,822
ART CLUB	1-S, 1-T	\$2,349	\$2,420	\$2,493
BAND- BEYOND SCHOOL TIME	2-T	\$2,215	\$2,281	\$2,349
BASEBALL COACH	T-ONLY	\$3,736	\$3,848	\$3,963
BASKETBALL COACH	TF 1-B & 1-G	\$4,531	\$4,667	\$4,807
BUS PATROL COORDINATOR	2-A, 2-S, 2-T	\$2,215	\$2,281	\$2,349
CHEERLEADING	T-ONLY	\$3,454	\$3,557	\$3,664
CHESS & GAMES	T-ONLY	\$1,965	\$2,024	\$2,085
CHORUS-BEYOND SCHOOL TIME	1-T	\$2,215	\$2,281	\$2,349
COMMUNITY SERVICE CLUB	1-T	\$2,215	\$2,281	\$2,349
COMPUTER CLUB	1-S, 1-T	\$2,215	\$2,281	\$2,349
CURRICULUM RATE	ALL PER HR	\$48	\$50	\$51
DOOR MONITOR	1-or 2 T -Only	\$39	\$40	\$42
DRAMA CLUB	1-T	\$1,965	\$2,024	\$2,085
ASSISTANT DRAMA*	1-T-Only	\$1,965	\$2,024	\$2,085
DUTY/DETENTION RATE	ALL PER HR	\$39	\$40	\$42
HOME INSTR. RATE	ALL PER HR	\$48	\$50	\$51
HOMEWORK CLUB	1-S, 1-T	\$1,965	\$2,024	\$2,085
HONORARIUM/WORKSHOP TRAINER	ALL PER CLASS	\$494	\$509	\$525
INTRAMURALS	T-ONLY	\$2,349	\$2,420	\$2,493
JR HONOR SOCIETY	2-T	\$2,349	\$2,420	\$2,493
NEWSPAPER CLUB	1-T	\$2,215	\$2,281	\$2,349
ODYSSEY/MIND	1-T	\$3,454	\$3,557	\$3,664
P.M. EVENT CHAPERONE	T-ONLY PER NITE	\$39	\$40	\$42
PEER TUTORING COORDINATOR	1-T	\$952	\$980	\$1,010
SOCCER COACH	TF 1-B & 1-G	\$3,738	\$3,850	\$3,966
SOFTBALL COACH	T-ONLY	\$3,736	\$3,848	\$3,963
SPORTSWRITER CLUB	T-ONLY	\$1,965	\$2,024	\$2,085
STUDENT COUNCIL	1-T	\$2,349	\$2,420	\$2,493
SUPERSITTERS	T-ONLY	\$952	\$980	\$1,010
TRACK COACH	TF 1-B & 1 -G	\$3,750	\$3,863	\$3,979
WASHINGTON TRIP CHAPERONE	TF-DAILY	\$235	\$242	\$249
WASHINGTON TRIP COORDINATOR	2-T	\$1,191	\$1,226	\$1,263
WRESTLING COACH	T-ONLY	\$3,750	\$3,863	\$3,979
ASSISTANT WRESTLING COACH*	1-T-Only	\$1,875	\$1,931	\$1,989
YEARBOOK	T-ONLY	\$2,215	\$2,281	\$2,349

*Based on enrollment