

AGREEMENT

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ARTICLE I
RECOGNITION

Pursuant to Chapter 123, Public Laws of 1974, the Board of Education of the Borough of Point Pleasant Beach hereby recognizes the Point Pleasant Beach Education Association, Inc., as the majority representative for collective negotiations concerning terms and conditions of employment for the school years beginning July 1, 2005 and ending June 30, 2006 for the following classes of employees in the district:

- A. All teaching personnel under contract, including librarians, social workers, guidance counselors, learning disabilities specialists, coaches, extracurricular personnel, department heads, nursing personnel, personnel on maternity leave, and contracted hourly or part-time Chapter 46 and Chapter 1 teachers, but excluding:
 - 1. Superintendent, business administrators, principals, directors of student services, certified supervisors, office personnel and supervisory maintenance personnel assigned to the Board of Education, cafeteria employees, teacher aides and psychologist.
 - 2. Per diem, part-time, and hourly employees other than employees in 'A' above, and all other employees of the Board.
- B. Any new classes of employees to be included for recognition are to be mutually discussed and agreed upon.
- C. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement shall refer to all professional employees in the negotiating unit as above defined, and reference to male teachers shall include female teachers.
- D. Also included in this unit: Office personnel, custodial and maintenance personnel, classroom/Special Education paraprofessionals.

ARTICLE II
NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall commence in accordance with PERC Rules and Regulations and shall operate under the ground rules established by the negotiating parties as the first order of business, or as those rules are modified through mutual agreements. It is recommended that at the first meeting both parties present their total bargaining changes for the negotiating years, including salary proposals and extra-curricular schedule, and that ground rules shall have been worked out, and signed, prior to the first meeting. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all records in the public domain of the Point Pleasant Beach School District.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties shall mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, and counter-proposals in the course of negotiations.
- D. Except as this Agreement shall hereinafter otherwise provide all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board that are in force on said date and have been submitted to the Association, in writing, on or before October 1, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of the Agreement.
- F. This Agreement incorporated the entire understanding of the parties on all matters that were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

- G. Clarification Procedures:
1. Representatives of the Board and the Association's negotiating committee shall meet at the request of either party for the purpose of clarifying any questions that may arise concerning the administration of the Agreement. These meetings are not intended to bypass the grievance procedure.
 2. Each party shall submit to the other, at least three (3) days prior to such a meeting, an agenda covering matters they wish to discuss.
 3. These meetings between the parties shall be scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
 4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

The term "grievance" means a complaint by any employee or the Association that, as to him or the Association, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee, Association or group of employees.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

1. The failure or refusal of the Board to renew a contract of a non-tenured employee, provided evaluation procedures have been following in according with the Board of Education policy as stated in Schedule F;
2. In matters prescribed either by law, or by any rule, regulation, or by decision of the State Commissioner of Education or the State Board of Education, or by the courts of the State of New Jersey;
3. In matters involving the sole and unlimited discretion of the Board, except that employees not satisfied with a decision rendered at Level One. That is, by informal discussion with a principal or immediate supervisor, employees may proceed with a grievance as far as Level Three, without prejudice.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances that may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

C. Procedure

1. a. Since it is important that grievances be processed as rapidly 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.

- b. A grievance shall be initiated within ten (10) school days following the act or condition that is the basis of a complaint.
- c. When an employee learns of an act or condition which is grievable to him, and when it is impossible to satisfy the ten (10) school day limitation, he shall file the grievance within ten (10) school days of the time he learned or was informed of such act or condition.
- d. A grievance that cannot be processed within the ten (10) school day limit above in 1.c. because of the close of school or the expiration date of the contract may still be processed as any other grievance. If there is no successor agreement in force at this time, the grievance shall be processed under the most recent agreement.

If a grievance is in process at the time a successor agreement goes into effect, the balance of the processing for that grievance shall be under the terms in effect at the time the processing was started.

- 2. Level One
An employee with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. Decisions rendered at Level One which are unsatisfactory to the employee and all decisions rendered at subsequent levels of the Grievance Procedure shall be in writing, setting forth the decisions and reasons therefore, and shall be transmitted promptly to the employee, the Superintendent, and to the Association.
- 3. Level Two
If the employee is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days of school after presentation of the grievance, he may file the grievance, in writing, with the Association within five (5) school days after decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.
- 4. Level Three
Should the employee or group of employees or the Association not be satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the Superintendent, he/they may, within five (5) school days after the decision by the Superintendent, which shall include supporting reasons, or ten (10) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing, that the Association submit the grievance to the Board of Education.

5. Level Four
If the Association takes the grievance to the Board of Education, it shall do so within ten (10) days after the Association receives the request from the employee or group of employees or itself. There shall be submitted by the appellant copies of written records of appeals and decisions made in Level One and Two. A copy of these records shall also be furnished to the Superintendent, to the adverse party, and to the Association.
6. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests, in writing, a hearing before the Board, a hearing shall be held.
7. The Board shall make a determination within fifteen (15) days from the receipt of the grievance and shall, in writing, with supporting reasons, notify the employee, his representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
8. If the appellant and the Association so desire, they may, within fifteen (15) days following the report of the Board, request binding arbitration. Failure to file within said time shall constitute a bar to such arbitration unless the teacher and the Board shall mutually agree upon a longer time period within which to assert such a demand. The following procedure shall be used to secure the services of an arbitrator:
 - a. Either party may request the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list they may request the Public Employment Relations Commission to submit a second roster of names.
 - c. If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.
9. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decisions not later than twenty (20) 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 to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is a violation of the terms of this Agreement.

D. Related Conditions

1. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be limited to deciding whether a specific article and section of the Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the New Jersey School Law, Title 18A or the Rules and Regulations of the State Board of Education. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement.
2. The decisions of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.
3. In the event of mediation and/or arbitration, the costs of such services shall be shared equally by the parties and each of the parties shall bear his own expense in connection therewith.

E. Rights of Employees to Representation

1. Any employee or group of employees may be represented at all stages of the grievance procedure by himself/themselves, or, at his/their option, by a representative selected or approved by the Association. When Association representation is not requested, the Association shall have the right to be present at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any employee, any building representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

F. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed in separate grievance files and shall not be kept in the personal file of any of the participants.
2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. All meetings and hearing under this procedure shall not be conducted in public and shall include only such employees and their designated or selected representatives heretofore referred to in this Article.
4. If in the judgment of the Association, a grievance affects a group of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three.

ARTICLE IV
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information in the public domain concerning the financial resources of the district, including annual financial reports and audits, agendas and minutes of all Board meetings, enrollment projections and employee directory, as well as copies of those records not in the public domain, which may be necessary for the Association to process a grievance. If, in processing a grievance, parent or guardian consent is necessary for disclosure of any information of any school records, whether public or not, the Association shall furnish to the Board written consent from each parent or guardian of each student involved for disclosure of information contained in said records.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall be able to use school buildings at all reasonable hours for meetings. The meeting place will be arranged at least one week in advance with the building principal. Arrangements for emergency meetings may be made in advance as needed.
- E. The Association shall be able to use equipment within both buildings, including typewriters, computers, 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 for the reasonable cost of all materials and supplies incident to such use.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each employee lounge.
- G. 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.
- H. The Board may grant leave with pay to the president of the Association as requested during his term of office.

- I. The president of the Education Association may act as an ex-officio member of any committee in which the Association is represented. While serving as an ex-officio member, not a regular member, the president shall not have voting privileges.

ARTICLE V
FACILITIES

- A. By the beginning of the school year, each school shall have the following facilities:
 - 1. An appropriately furnished room shall be reserved for the exclusive use of the employees as an Employee Faculty Lounge. Although employees 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;
 - 2. Well-lighted and clean employee rest rooms, separate for each sex, and separate from the student rest rooms;
 - 3. A private dining area for the use of employees.
- B. On the request of the Association, permission may be granted for installation of vending machines in the Employees' Lounge and Employees' Lunch Rooms. The profits from all such machines shall be administered by the Point Pleasant Beach Education Association.
- C. The Board shall solicit input from teachers regarding physical facilities improvement.

ARTICLE VI
DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its employees dues for the Point Pleasant Beach Education Association, the Ocean County Education Association, the New Jersey Education Association the National Education Association, or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the Point Pleasant Beach Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate 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 that changes the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. Additional authorizations for dues deduction may be received after August 1st, under rules established by the State Department of Education.
4. The filing of notice of an employee's withdrawal shall be prior to:
(a) December 1st, and become effective to halt deductions as of January 1st next succeeding the date on which notice of withdrawal is filed; or
(b) June 1st and become effective to halt deductions as of July 1st.
5. The following deduction schedule will be used for authorizations received after August 1st:
- a. For authorizations received after August 1st, but prior to October 1st, the first deduction should begin with November pay period, with deductions being retroactive for the September and October pay periods.
- b. For authorization received after October 1st, but prior to January 1st, deductions should begin as of the February pay period and be based on five equal deductions of the total amount.
- c. Authorization received after January 1st, but prior to February 15th, the first deduction should begin with the March pay

period, with deductions being retroactive for the February pay period, which places the employee on five equal monthly deductions of the total amount.

- B.
1. In accordance with NJSA34:13a-5.5,5.6 and at the request of the Association, the Board is required to deduct a "representation fee" from the salary of those employees who in accordance with Article I of this agreement are represented by the Association, but who choose not to join the Association. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. Deductions shall not exceed 85% of the regular membership dues, fees and assessments deducted for employees who are members of the Association (see A. above).
 2. On or about January 1st each year, the Association (through NJEA) shall notify the Board, in writing of:
 - a. The amount of the fees and assessments charged by the Association to those paying the representation fee as determined by an impartial arbitrator in accordance with the law.
 - b. The names of covered employees who are members or have newly enrolled in membership and the names of employees who have chosen not to become members.
 3. The Board shall deduct the representation fee required from all non-member covered employees and transmit these deducted funds to NJEA in the same manner that dues are transmitted for employees who are members of the Association. These deductions and payments to NJEA shall be made as follows unless a different deduction schedule is specifically required by statute: 20% of the total in February, 20% in March, 20% in April, 20% in May, 20% in June.
 4. On or about the last day of each month, the Board shall submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding month. This list shall include names, Social Security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board shall also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment or death. Likewise, the Association shall notify the Board on or before the last day of each month of any employees who have joined or resigned from the Association.

5. The Association hereby agrees to indemnify and save harmless the Board from any claim, suit or action of any nature, whatsoever, which may be brought at law or equity, or before an administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this agreement. In addition, the Board shall upon request make available to the PPBEA any and all public records pertaining to employee payroll or employment status of any employee covered.

ARTICLE VII
TRANSFERS, RE-ASSIGNMENTS, AND EXTRA-CURRICULAR POSITIONS

- A. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.
- B. Teaching positions, support staff positions, Schedule E positions and other positions for which Association members may be qualified shall be publicized and filled as per Board Policy in Schedule D.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

- A. 1. This Agreement constitutes Board policy for the items contained herein 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.
- 2. 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.
- B. 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.
- C. 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.
- D. Copies of this agreement will be printed in the form of a contract booklet with the costs to be split between the Board and the Association, up to a maximum contribution by the Board of \$500. This booklet will be available sixty (60) days after the Agreement is signed and will be distributed to all employees now employed or hereinafter employed.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by registered letter at the following addresses:
 - 1. If by Association, to the Board at Cook's Lane, Point Pleasant Beach.
 - 2. If by the Board, to the President of the Association.
- F. All members of the faculty and support staff are expected to present themselves in a professional manner, in clothing appropriate for their assignments. No later than the 1st day of school in September, the Association and Board shall develop a set of expectations, which shall be distributed to all faculty and staff and posted in the faculty/staff lounges. These expectations will be reviewed annually.

- G. Any staff member who secures and maintains a Commercial Driver's License (CDL) and who voluntarily drives a school van at a time when they are not regularly scheduled to work shall be paid as follows: \$15.00 per hour for driving plus an additional \$15.00 for each after hours driving (of students) assignment accepted. If a staff member who holds a CDL is assigned to drive students in the van during hours they are scheduled to work, they will receive an additional \$15.00. This would exclude staff members normally assigned to drive the van as part of their regular duties.

ARTICLE IX
TEACHER INSURANCE PROTECTION

Effective October 1, 1993, the Board shall provide the following insurance protection:

- A. For each teacher offered employment prior to September 1, 1993, at his option, while in the employ of the Board, the Board will provide coverage in an indemnity plan comparable to the plan in effect on June 30, 1993, with the following provisions: \$200 single/\$400 family deductible, mandatory second surgical opinion and pre-admission review or an HMO, with the Board paying up to the cost of the premiums in the indemnity plan for the same category of coverage (single, family, etc.) and the employee paying through payroll deductions any excess amount. This will be a comprehensive major medical plan with no "first dollar" benefits.
- B. Employees offered employment on or after July 1, 1995 shall receive employee only coverage in the Designated Provider Plan (DDP) for the first three years of employment. These employees can purchase dependent coverage in the DPP during their first three years. After their third year of employment, the Board will pay the cost of dependent coverage in the DDP.

These employees may also enroll in the indemnity plan, with the additional cost over the Board's obligation under the DPP plan to be borne by the employee.

- C. With respect to the Blue Cross/Blue Shield Dental Plan, the Board's contribution will be capped at the actual cost of the 2005-2006 contract year. In the event that the premium exceeds this sum, in any given year, each employee on a pro-rated basis shall be responsible for said additional premiums.
- D. With respect to the VSP Board-funded Family Vision Plan, the Board's contribution will be capped at the actual cost of the 2005-2006 contract. In the event that the premium exceeds this sum, in any given year, each employee on a pro-rated basis shall be responsible for said additional premiums.
- E. Teachers may elect not to accept health/dental insurance coverage. Those with full family coverage who agree to this option will receive monthly payments of \$300 (effective with the first month of waiving coverage) or a pro-rated amount for husband/wife or single parent/child coverage surrendered. The pro-ration will be based on the amount of premium being dropped compared to the full family coverage premium. Teachers must elect this option prior to July 1 of the ensuing fiscal year. New staff, hired after July 1, will be permitted to exercise this option, but will receive a reduced payment based upon the number of months remaining in the fiscal year.

ARTICLE X
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2006, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

In witness whereof, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this agreement to be signed by its President attested by its Secretary, and its corporate seal be placed hereon, on this
22nd day of March, 2005.

BOARD OF EDUCATION OF THE BOROUGH OF POINT PLEASANT BEACH

By James Ireland
President

By Brian Savage
Secretary

POINT PLEASANT BEACH EDUCATION ASSOCIATION, INC.

By Bill Whitman
President

By Joanna Faber
Secretary

(Signatures on file with original contract)

ARTICLE XI
TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board covered by this Agreement shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership or non-membership in the Association and its affiliates, his participation in any legitimate activities of the Association and its affiliates, collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional rights as are described in this agreement without just cause. Any such action asserted by the Board, or any agent or representative thereof may be processed through the grievance procedure herein set forth, provided nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws and other applicable laws and regulations.
- D. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher shall be with full pay up to the time of termination. If any decision by a higher authority should reverse the Board's decision and prove the teacher innocent of charges, the teacher shall be reinstated with full back pay and without prejudice.

- E. The teacher shall maintain responsibility to determine grades within the grading policy of the Point Pleasant Beach School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade shall be changed without prior knowledge of the teacher. Notification of the change shall be in writing. The teachers shall return an initialed copy of the proposed change for filing, and any objections shall be made in writing at once.

ARTICLE XII
SCHOOL CALENDAR

Three (3) representatives shall be named by the Association to serve on the Superintendent's Advisory Calendar Committee. As members of the Calendar Committee, these representatives shall participate in the deliberations of the Committee, present the suggestions to the Association on calendar items, and assist in drafting the calendar to be presented to the Board of Education for consideration.

The Association may also appoint a lay person to the committee. In addition, the Board will appoint a Board member, principals, the Superintendent, two lay persons and one representative of each sending district. The Calendar Committee shall report its suggestions by March 15, or as soon as the negotiating parties have agreed to the length of the working year, whichever is sooner.

The school year shall consist of 184 student days and one (1) teacher professional day prior to the opening of school.

ARTICLE XIII
TEACHING HOURS AND TEACHING LOAD

A.

1. Teachers shall indicate their presence for duty by placing their initials in the appropriate columns of the faculty "sign-in" roster.
2. The arrival and departure times for all elementary teachers (K-6) shall be 8:00 a.m. to 2:45 p.m. On Fridays or on days preceding a holiday or vacation, the teacher's day shall end at the close of the student day. The high school teacher's workday shall be continuous and shall not exceed seven (7) hours and twenty-five (25) minutes. For purposes of workday length and teaching load, 7th and 8th grade teachers shall be considered high school teachers. On Fridays or on days preceding a holiday or vacation, the teacher's day shall be shortened by thirty (30) minutes wherever possible. On half-day workshops falling on Friday, Monday through Thursday hours will pertain.
3. If it becomes necessary because of the possible enrollment problem for the school year, the Association agrees that the Board may extend the normal school day – but not the length of any individual teacher's day. Projected changes will be discussed with the Association prior to their adoption.

Assignments of individual teachers to any new schedule that may be found necessary by the Board shall be initially sought on a voluntary basis for regular teaching assignments. Should the Board be unable to obtain acceptance of a sufficient number of voluntary assignments, it shall have the right to make the teaching assignments on an involuntary basis, provided, however, that a teacher so assigned, who asserts undue personal hardship would result, may enter a complaint under the grievance procedure at Level Three and if he so desires obtain expedited arbitration of his grievance.

B.

1. The weekly teaching load in the high school shall be the equivalent of thirty (30) teaching periods. Assignments to a supervised study period shall be considered a duty period for the purpose of this Article.
2. The weekly teaching load in the elementary school shall not exceed twenty-five (25) hours of assigned pupil contact.
3. Assignments shall be made at the discretion of the administration and within the area of teacher competency, teaching certificate, or their major or minor fields of study, except temporarily and/or for good cause.

4. Any high school teacher teaching six (6) or more classes will not be assigned a duty. Any high school teacher teaching six (6) or more classes will not be assigned a homeroom. Any high school teacher teaching six (6) or more classes who voluntarily accepts a homeroom assignment will be paid an annual stipend of \$385.

C.

1. Teachers shall have a daily duty-free lunch period of one class period in length (45 minutes).
2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

D.

1.
 - a. Elementary 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 four (4) days each month. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes. If additional time is required, students may be dismissed early.
 - b. High School teachers may be required to attend meetings four (4) days per month within the framework of a teacher's day. Such meetings should not extend the teacher's workday more than thirty (30) minutes.
 - c. Every fourth Monday between the time period the students are released and the teachers are to be released, the Association may conduct a meeting on the school grounds, the exact site to be agreed to by the Administration.
3. Where practical, the notice of an agenda for any meetings shall be given to the teachers involved at least two (2) days prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.

E. Teacher participation in extra-curricular activities which require time beyond the hours specified in A-2, this Article shall be voluntary. Compensation for specific, contracted extra-curricular activities shall be at the rate shown in Schedule E.

- F. Teachers shall be compensated by the Board for professional duties on overnight field trips at the rate of fifty dollars (\$50.00) over and above regular salary per night, in each year of this agreement. Overnight is defined to mean a trip where pupils are housed away from home from one evening to the following morning.

ARTICLE XIV
NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, the Board agrees to continue the present practice of relieving teachers of certain non-teaching duties.
- B. Teachers shall be required to collect, count, or retain money from pupils only when such sale or solicitation shall have been determined by the Board to have a relationship to the educational process.
- C. The Board agrees that, whenever feasible, members of the office staff and office practice students will be assigned to assist teachers in performing clerical functions.
- D.
 - 1. Teachers shall not be required to drive to activities that take place away from the school building. A teacher may do so voluntarily, however, with advanced approval of his principal or immediate supervisor. He shall be compensated at the rate of 31 cents or the IRS rate; whichever is greater per mile for the use of his own automobile. The school vehicles shall be used for transportation whenever feasible.
- E.
 - 1. Some school functions apart from the normal school day require the presence and help of the teaching staff. No teacher shall be required to attend more than three (3) non-compensated evening functions in a given year. In the event a teacher is required to attend evening functions beyond the three stipulated above he/she will be compensated at the rate of \$25.00 per hour or given compensatory time. The form of remuneration shall be determined by the Superintendent.
 - 2. School dances in grades 9-12 will not be among the non-compensated evening events teachers are required to attend. School organizations sponsoring school dances shall include the cost of faculty chaperones among their expenses. If paid chaperones are needed, the principal will advertise the need to the faculty and select chaperones from among those expressing interest. In the event a faculty member volunteers to chaperone at a school dance at no charge to the sponsoring organization, and with the expressed advance agreement of the principal, the dance shall count as one of the teacher's three required evening events noted in Section E.1.

ARTICLE XV
TEACHER EMPLOYMENT AND SALARIES

A. Teacher Employment

1. Each teacher shall be placed on his proper step of the salary schedule, Schedule "A", as of the beginning of the school year, in accordance with Paragraph 2 below.
2. Initial placement on the salary guide shall be determined by negotiations between the Board of Education and the new teacher.
3. Previously accumulated sick leave days shall be restored to all returning teachers.
4. Advancement on the salary guide shall not be considered automatic, but shall be subject to the terms and conditions set forth in 18A:29-14 N.J.S.A.

B. Salaries

1. The salaries of all teachers covered by this Agreement are set forth in Schedule "A", which is attached hereto and made a part hereof.
2. Teachers shall be notified of their contract and salary status of the ensuing year no later than April 30th.

C. Method of Payment

1. Teachers may individually select a method of payment from among the following:
 - a. Twenty (20) equal semi-monthly installments on the 15th and last day of each month.
 - b. Have ten percent (10%) of their monthly salary deducted from their pay. The funds shall be paid as requested by each teacher.
 - (1) on the final pay day of June.
 - (2) in two equal payments, one July 15 and the other August 15.
 - (3) In four equal payments – July 15, July 31, August 15, and August 31.
 - c. Teachers may individually elect to have monthly deductions made and sent to the Mon-Oc Teachers Credit Union.

2. No change in method of payment may be made after August 1 immediately preceding the opening of school.

D. Pay Dates

When a pay date falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.

ARTICLE XVI
TEACHER ASSIGNMENT

- A.
 1. All teachers shall be given written notice of their tentative class and/or subject assignments for the forthcoming year not later than the last school calendar day.
 2. In the event that changes in such class and/or subject assignments are later proposed, any teacher affected shall be notified promptly in writing.

ARTICLE XVII
TEACHER EVALUATION

- A.
 - 1. All observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 - 2. Upon request, a teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the Superintendent's Office, or placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- B. With the exception of material obtained in confidence, the teacher shall be entitled to review the material in his file upon request; and, in addition, he shall see and initial any derogatory material prior to its placement into his personnel file. A teacher's rebuttal may be attached.
- C. Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to the administration concerning such complaint, and shall have the right to be represented by the Association at any such meetings or conferences regarding such complaint.
- D. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance other than in according with the procedure set forth in this ARTICLE.
- E. Specifics of the evaluation process are given in Schedule "F".

ARTICLE XVIII
SUPERINTENDENT'S ADVISORY INSTRUCTIONAL COUNCIL

- A. There is hereby established a Superintendent's Advisory Instructional Council (SAIC) composed of eight (8) members, four (4) of whom shall be teachers selected by the Association and four (4) of whom shall be appointed by the Board, including one (1) Board member.
- B. The SAIC shall meet once per month with the Superintendent to discuss and study subjects relating to the educational program, provided there has been submission of agenda items by any member of the committee prior to the 10th calendar day of the month. Other items may be submitted for the agenda within three (3) days prior to the scheduled meeting date.
- C. The SAIC is empowered to appoint sub-committees composed of teachers and administrators to study and report upon any mutually agreed upon subjects.
- D. All reports of the SAIC or its sub-committees, including any recommendations, shall be submitted in writing to all members of the SAIC, the principals, and all Board members. A summary of such reports shall be sent to all teachers.
- E. Subjects of study by the committee might include, but not be limited, to:
 - 1. Development of total or specific parts of curriculum
 - 2. Discipline policy
 - 3. Personnel and staffing

Upon completion of its study and report on the subject assigned to it, each sub-committee shall be considered dissolved, and once dissolved, no sub-committee shall be reactivated except by mutual consent of the members of the SAIC.

- F. The parties agree that the SAIC and its sub-committees serve in an advisory capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.
- G. The clerical expenses of the SAIC and its sub-committees shall be borne by the Board through the Superintendent's Office.

ARTICLE XIX
LEAVES OF ABSENCE

For the period of this Agreement, teachers shall be allowed the leaves of absence described below:

- A. Leaves of absence with no deductions in pay.
 - 1. Sick Leave; minimum allowances; cumulating unused leave:
 - a. Sick leave defined: Sick leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal disability due to sickness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease in his or her immediate household. (18A:30-1 N.J.S.A.)
 - b. Any teacher shall be allowed sick leave with full pay for a minimum of twelve (12) days in any school year. If any such teacher requires in any school year less than this specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
 - c. Physicians' Certificate: In case of sick leave claimed, a Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education. (18A:30-4 N.S.J.A.)
 - d. Upon return from sick leave granted pursuant to A.1. above:
 - (1) a teacher shall maintain his previous tenure status and be placed on the next or appropriate step of the salary guide.
 - (2) all benefits to which a teacher was entitled at the time his sick leave commenced, including credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time the sick leave commenced, if available, or, if not, to a substantially equivalent position.
 - e. Notification of Accumulation of Sick Leave

Teachers shall be given a written accounting of accumulated sick leave days no later than the first day of each school year.

2. Payment of Sick Leave for Service Connected Disability

Whenever any teacher, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such teacher the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the teacher received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the teacher pursuant to this section shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.

3. Pay for Unused Sick leave Days Upon Retirement

A teacher who retires shall be paid thirty (\$30.00) dollars for each unused sick day up to a maximum of 300 days earned in the Point Pleasant Beach School System. In order to qualify for this benefit the teachers must:

- a. have been employed a minimum of fifteen (15) years in the Point Pleasant Beach School System
- b. notify the Board Secretary and Superintendent of Schools sixty (60) days prior to the effective date of their retirement, if possible; and
- c. the Board has received notification from the New Jersey Pension and Annuity Fund filed with the Board Secretary.

These sick leave retirement funds will be paid to those who qualify in July following their retirement date.

B. Short Term Leaves with Pay

1. Each teacher shall be allowed up to five (5) days per year for leaves of absence for reasons other than those stated in Section A. The request for such days shall be in writing, addressed to the Superintendent. Two of these days may be requested with no given reason. Deduction in pay may be made if reasons for absence are not approved for any of the three remaining days covered in this section (B.1). In an emergency the request may be given orally to the principal, with a written request to be turned in upon return to school.

2. No leaves in pay will be granted the day before or the day after a vacation or holiday or after May 15th except with the expressed approval of the Board or its designee.
3. Court Order: Appearance in court when required by subpoena, except where the teacher has instituted the suit.
4. Up to three unused personal days for each teacher shall be converted to sick days at the conclusion of each year. These converted days shall accumulate as unused sick days.
5. Religious Days: Religious days and observances as prescribed by the Commissioner's annual bulletin.
6. Active Duty/Training: An employee ordered to active duty with his/her unit for annual two week training, or for deployment for a longer period, shall be paid the difference between his/her military pay and his/her regular monthly pay, which would have been earned working for the Board of Education. Documentation of military pay and orders to duty are the responsibility of the employee. This provision shall not apply for employees who volunteer or enroll in military courses or schools, not required as part of their regular active duty commitment in the reserves or National Guard.
7. Visitation and Conferences: Teachers, upon written request to the Superintendent of Schools may be granted two (2) days to visit schools other than their own or to attend educational conferences.
8. Additional Leaves of Absence: Leaves of absence with pay shall be granted by the Board in the event of a death in the immediate family, i.e., spouse, mother, father, mother-in-law, father-in-law, child, stepchild, brother, sister or grandparent. Three days of bereavement leave will be granted for each occurrence.

C. Excessive Absence:

1. Salary - Day's Salary Defined: When absence, under the circumstances described in Section A above, exceeds the annual leave and the accumulated leave, the Board of Education may pay any teacher each day's salary less the pay of a substitute for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200th of the annual salary. (18A:30-6 N.J.S.A.)

2. Salary in cases of absence not constituting sick leave; additional sick leave or accumulation sick leave: Nothing in this act shall affect the right of the Board of Education to fix, either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave, or granting sick leave over and above the minimum sick leave as defined in this act or allowing days to accumulate over and above those provided for in Section 18A:30-2.3 except that no teacher shall be allowed to increase total accumulation by more than fifteen (15) days in any one year. (18A:30-7 N.J.S.A.)
3. Relationship to Sick Leave: Leaves taken when pursuant to Section B shall be in addition to any sick leave to which the teacher is entitled.

D. Leaves of Absence Without Pay

Leaves of absence with full loss of pay, excepting that to which the teachers are entitled under the provisions of sick leave, may be granted by the Board of Education for a limited and definite period. All requests for leave for a definite term should be addressed to the Superintendent of Schools, in writing, should indicate the reason for the contemplated absence, and the date on which the teacher expects to return to duty.

1. Exchange, Fulbright, or Federal Corp Program: A leave of absence without pay, of up to two (2) years shall be granted to any teacher who accepts a Fulbright Scholarship, joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any such programs.
2. Maternity Leave, it is recommended that:
 - a. As soon as any teacher shall become aware of pregnancy or adoption, the teacher may apply for a leave of absence as provided in these regulations.
 - b. A maternity leave of absence, without pay, may be for a period of a year and a half (18 calendar months). It is recommended that the expiration of all maternity leaves of absence shall coincide with the beginning of the school year unless the Board and the teacher mutually agree to a different re-entry time.
 - c. Nothing in these regulations shall be construed as obligating the Board of Education to grant leaves of absence to teachers who are not under tenure.
 - d. The name of a teacher on maternity leave may be placed on the substitute list.

- e. Sick leave is not available to adoptive parents during a maternity leave.
3. Other Leaves:
- a. A leave of absence, without pay, of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
 - b. Other leaves of absence, without pay, may be granted by the Board for good reason.
4. Conditions Upon Returning From Leave:
- a. A teacher shall not receive increment credit for time spent on a leave pursuant to Section D 2 and 3 above.
 - b. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
 - c. Eligibility for an increment step shall require one hundred (100) days of teaching within the specified school year.
5. All extension or renewals of leaves shall be applied for and notification of Board action made in writing.

ARTICLE XX
SABBATICAL LEAVES AND GRADUATE STUDY

- A. A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, or for some other reason of value to the school system, subject to the following conditions:
1. If there are sufficient qualified applicants, sabbatical leaves may be granted to a maximum of three percent (3%) of teachers at any one time. The Board's priority will be based on the applicants whose sabbatical leave will be of greatest value to the educational program of the system, or where a time limit beyond the control of the applicant would prohibit postponement of a leave -- for example, fellowship in a university.
 2. Application for a sabbatical leave of absence for a half or a full school year, shall be made in writing, by October 1, prior to the school year for which absence is desired.
 3. If the sabbatical leave request is based on acceptance in a program at a college or university, or other program which requires an acceptance of the application, the Board shall notify the teacher of its action regarding the leave within 30 days of the Board's receiving firm notification of acceptance of the teacher into said program.
 4. The teacher must have completed seven (7) full school years of service in the Point Pleasant Beach School District.
 5. A teacher on sabbatical leave shall be paid by the Board fifty percent (50) of his pro-rated salary for the period of sabbatical leave.
 6. A teacher on a sabbatical leave agrees not to engage in employment for remuneration for this period unless approved by the Superintendent.
 7. Regular contributions for the State Retirement Fund and such other items as shall be authorized by the teacher shall be deducted.
 8. Upon return from sabbatical leave, a teacher shall be placed on a salary schedule at the level he would have achieved had he remained actively employed in the system during the period of his absence.
 9. All benefits to which a teacher was entitled at the time his sabbatical commenced, including accumulative sick leave, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time the sabbatical commenced.

10. As a condition, the teacher shall enter into a contract to continue in the service of Point Pleasant Beach Board of Education for a period of at least two (2) years after the expiration of the leave. Failing to so continue, the teacher shall be required to pay the Board of Education a sum bearing the same ratio to the amount of salary he received while on absence that the unfulfilled portion of the two (2) subsequent years' service bears to the two (2) full years. Any balance due the Board shall be repaid within the time limit mutually agreed upon with the Board.

B. Doctoral Program

Teaching staff members will be eligible for tuition reimbursement for doctoral degree studies for up to twelve (12) credits per fiscal year, subject to the following conditions:

1. The teacher has attained tenure in the school district.
2. The doctoral program selected must be pursued at a university accredited by the State of New Jersey. Teachers may apply to the Board of Education for an exception to this provision. Correspondence courses will not be recognized. The Board may choose to grant an exception on a case by case basis, however, a decision to grant an exception for one teacher shall not be considered binding or considered as precedent for any subsequent decision.
3. The doctoral program shall be in a field directly related to the teacher's current teaching assignment.
4. If a teacher's assignment is changed subsequent to approval for a doctoral program, the teacher will remain eligible for reimbursement for the approved program.
5. The teacher has submitted a copy of the requirements for and a description of the doctoral program selected as well as an explanation of the value of the selected program to the teacher's work in the district.
6. The teacher has submitted a copy of the official letter of acceptance into the doctoral program from the university.
7. The Board, upon the recommendation of the Superintendent, has formally approved the program.
8. Tuition reimbursement shall be made upon course completion, submission of payment receipts with a voucher and receipt by the Board of an official transcript documenting a grade no lower than "B", 3.0 (on a 4.0 scale) or the equivalent.

9. Course tuition reimbursement shall be at the rate charged the student but no higher than the Rutgers University Graduate School rate in effect at the time the course was taken. Fees and expenses for books, lab use, supplies, parking, mileage and other costs not tuition shall not be reimbursed.
10. As a condition, the teacher shall enter into an individual contract to continue to teach in the Point Pleasant Beach School System for a period of three (3) school years following completion of the degree, or three (3) school years after each tuition reimbursement payment if the degree is not attained. The individual contract shall provide for repayment to the district if the teacher does not complete the three-year service obligation. Repayment shall be by payroll deduction or personal check, and shall also cover any legal costs to the Board incurred in collecting the reimbursement. The reimbursement to the Board shall be proportionate to the part of the three-year obligation not served in the district.

11. Sabbatical Leave

Some doctoral programs require residency. Additionally, the teacher may need to request sabbatical leave to complete a dissertation or research required by the program. Teachers engaged in approved doctoral study may also be eligible for sabbatical leave in accordance with Article XX of this agreement. Teachers engaged in Board subsidized doctoral study shall be given priority if decisions need to be made regarding sabbatical leave applications; however, the teacher engaged in Board subsidized doctoral study shall not bump another teacher from a previously approved sabbatical leave nor shall there be an expectation that any sabbatical leave shall be approved for an excess of 3% of teachers for a given year. The two (2) year return service obligation regarding sabbatical leaves is to be subsumed in the three (3) year return service obligation for the masters/doctoral program. Under no circumstances will the return service obligation be five (5) years.

- C. Teaching staff members will be eligible for tuition reimbursement for master's degree studies (maximum six credits reimbursed in any school year) subject to the following conditions:
 1. To be considered for reimbursement, courses taken must be part of a master's degree program in which a teacher has matriculated.

2. The program must be approved in advance by the Superintendent of Schools.
3. The master's degree program must be pursued at a college accredited by the State of New Jersey. Teachers may apply to the Board of Education for an exception to this provision. Correspondence courses will not be recognized. The Board may choose to grant an exception on a case-by-case basis; however a decision to grant an exception for one teacher shall not be binding or considered as precedent for any subsequent decision.
4. The master's program selected shall be in a field directly related to the teacher's current assignment. Teachers may apply for an exception to this provision. The Board may chose to grant an exception on a case-by-case basis, however a decision to grant an exception for one teacher shall not be binding or considered as precedent for any subsequent decision.
5. If a teacher's assignment changes after the teacher begins an approved master's degree program, the teacher will remain eligible for reimbursement for that program.
6. Tuition reimbursement shall be made upon course completion, submission of payment receipts with a voucher and receipt by the Board of an official transcript documenting a grade no lower than "B", 3.0 (on a 4.0 scale) or the equivalent.
7. Course tuition reimbursement shall be at the rate charged the student but no higher than the Rutgers University Graduate School rate in effect at the time the course was taken. Fees and expenses for books, lab use, supplies, parking, mileage and other costs not tuition shall not be reimbursed.
8. A teacher in a master's program may be reimbursed up to twelve (12) credits per fiscal year if, as a condition, the teacher enters into an individual contract to continue to teach in the Point Pleasant Beach School System for a period of three (3) school years following completion of the degree, or three (3) years after each tuition reimbursement payment if the degree is not attained. The individual contract shall provide for repayment to the district if the teacher does not complete the three-year service obligation. Repayment shall be by payroll deduction or personal check, and shall also cover any legal costs to the Board incurred in collecting the reimbursement. The reimbursement to the Board shall be proportionate to the part of the three-year obligation not served in the district.

ARTICLE XXI
PERSONAL AND ACADEMIC FREEDOM

- A. The Board and the Association agree that the private and personal life of a teacher is not within the appropriate concern or attention of the Board, except as it may interfere with the teacher's responsibilities to and relationship with students and/or the school system.
- B. The Board and the Association agree that the teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher outside of school, or the lack thereof, except as such may interfere with students and/or the school system, will be grounds for any disciplinary action or discrimination with respect to the professional employment of such teacher, providing they do not violate the Constitution of the United States, the Constitution of the State of New Jersey, and the statutes of the State of New Jersey.
- C. Teachers shall have full freedom in classroom presentation and discussion, provided that the material is relevant to the course objectives and to the maturity level of the students being taught.
- D. Where statements or opinions of a personal nature have caused adverse critical comment, the appropriate administrator shall discuss the matter with the teacher. Every effort should be made to keep these discussions between teacher and administrator and/or Board a private matter.

ARTICLE XXII
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. Definition of Responsibilities
A definition of the duties and responsibilities of all administrator, coordinators, supervisors, teachers, and other personnel pertaining to student behavior shall be incorporated into the Staff Manual kept current for each contract year, and a copy of the Manual shall be presented to each teacher at the start of each school year.
- B. Special Assistance
When, in the judgment of any teacher, a student requires the special attention of an administrator or other school personnel, the teacher shall so inform his principal or immediate superior. This superior may be a designated head teacher. The immediate superior shall arrange, as soon as possible, for a conference to discuss the problem and to decide upon appropriate steps for its resolution.

In all cases of discipline, the teacher shall be notified of the final disposition of the behavior problem.

ARTICLE XXIII
CUSTODIAL & MAINTENANCE PERSONNEL FRINGE BENEFITS

- A. Local Service Credit
\$250.00 will be added at the beginning of the 11th, 16th, 21st and 26th years of continuous service in the school district based on a twelve-month contract. Ten-month and part-time employees' service credit will be pro-rated. Night shift differential will be compensated at the rate of 10% added to the base salary. No person shall receive more than \$1,500.00 for local service credit regardless of years served. Coveralls are available at the schools for special jobs. Certain basic tools will be issued to personnel by the Supervisor of Operations and Maintenance, and the personnel will be responsible for such tools. Black Seal license holders will be compensated at a rate of \$40.00 per month if they are assigned to or are willing to be assigned to duties that include responsibility for boiler operation.
- B. Initial Salary
Initial placement within salary ranges will be based on related experience. Increments will be granted or withheld based on evaluation of performance by the Supervisor of operations and maintenance and/or the Superintendent of Schools.
- C. Vacations
1. All 12-month custodial & maintenance personnel will earn ten (10) working days vacation with pay in the first year of service. These days may be taken following the first employment anniversary. Vacation days will be accrued by multiplying the number of completed months employed by 5/6 days. Days accrued shall be retained in the employees account or "bank". For all years prior to an employee's 10th employment anniversary date the same 5/6 rate shall be in effect.
 2. On the employee's 10th employment anniversary date the Board shall add five (5) vacation days to the employee's bank and the rate of accrual shall change from 5/6 to 1¼ vacation days earned per month.
 3. On the employee's 20th employment anniversary date the Board shall add five (5) days to the employee's bank and the rate of accrual shall change from 1¼ to 1 2/3 vacation days earned per month.
 4. Prior to the 10th employment anniversary, no employee shall have a "bank" larger than fifteen (15) vacation days at any time. Days in excess of fifteen (15) shall be forfeited. From the 10th anniversary up to the 20th anniversary, no employee shall have a "bank" larger than twenty (20) vacation days. Days in excess of twenty (20) shall be forfeited. From the 20th anniversary, no employee shall have a "bank" larger than twenty-five (25) vacation days. Days in excess of twenty-five (25) shall be forfeited.

5. Employees seeking to use vacation days must submit the appropriate request form to their Supervisor, who shall indicate approval/disapproval and submit the recommendation to the Superintendent, who shall give final approval or deny the vacation leave request at that time. The needs of the district shall guide approval/disapproval decisions.
6. Upon separation from the school district employees shall be reimbursed at their then daily rate of pay for each day remaining in their bank. Days shall be valued at 1/240 of the annual salary.
7. Ten-month custodial & maintenance personnel are employed from September 1st through June 30th and are not eligible for vacation days with pay.

D. Holidays

Custodians shall receive the same holidays as teachers. Custodians/maintenance workers shall work four (4) days during the Presidents' Week in February. In the event a calendar is approved with no February week scheduled, custodians and maintenance workers shall work four (4) days to be scheduled either during the December break or the spring break as scheduled by the Supervisor of Operations.

E. Leaves of Absence

Twelve-month custodial and maintenance personnel will be granted fourteen (14) sick days per year and any sick days not used in a fiscal year will be credited in future years of service. Ten-month custodial and maintenance personnel will be granted twelve (12) sick days per year and any sick days not used in a fiscal year will be credited in future years of service.

Custodial and maintenance personnel will be granted three (3) personal days per year. Employees need not state a reason when requesting personal days. Requests must be in writing to the Superintendent.

Up to three (3) unused personal days for each employee shall be converted to sick days at the end of each year. These converted days shall accumulate as unused sick days.

F. Bereavement Leaves

Three (3) days of bereavement time will be granted for each occurrence of a death in the immediate family (spouse, mother, father, mother-in-law, father-in-law, child, stepchild, brother, sister, grandparent).

G. Working Hours

Time schedule and assignments will vary and will be assigned by the Supervisor of Operations and Maintenance.

H. Special Assignments
Any work required beyond the regular working hours will be compensated by time off from the regular workday. This time must be taken at a time approved in advance by the Supervisor of Operations and Maintenance. Overtime may be paid for special assignments recommended by the Supervisor of operations and Maintenance and approved by the Board of Education and Superintendent of Schools.

I. Professional Growth
All custodial and maintenance personnel are encouraged by the Board of Education and administration to participate in workshops, institutes, conventions, and other educational programs for professional development. Payments for meals, tuition, mileage and materials may be approved by the Superintendent.

Custodial and maintenance personnel shall be granted salary adjustments of \$100.00 for successful completion of certain training programs. Such programs shall be related to the operations/maintenance mission in the district. To be considered for salary adjustment a worker's participation in a training program must be approved in advance by the Superintendent. Approval shall be at the sole discretion of the Superintendent.

J. Unused Sick Days
Payment of \$20.00 for each unused sick day up to a maximum of three hundred days will be made upon retirement to those who have served in the district a minimum of fifteen years.

K. Insurance Protection
The Board of Education will provide full Health and Dental insurance coverage to all full-time employees hired prior to March 1, 1992. The Board of Education will provide family Vision coverage to all full-time employees. "Full-time" is defined in Board Policy #4125. Full-time employees married to other full-time employees also drawing benefits will be provided one Health/Dental Coverage option for the family. These employees will also receive an additional monthly payment of \$300.00 (September-June). The health coverage provided to Support Staff employees will include a requirement for second medical opinions for surgical procedures. The health insurance deductible shall be \$200/\$400, the same deductible included in the teachers' agreement. This will be a Comprehensive Major Medical Plan. There will be no first dollar benefit.

Full-time employees eligible for full-family benefits as of 6/30/93 shall remain eligible as long as all other conditions for eligibility remain intact. For full-time employees hired after 6/30/93, who would be eligible for health benefits, the Board will provide employee only coverage. When these employees have served three years and one day in the district they will become eligible for Board-paid full-family benefits. Employees not eligible for health benefits, or full-family benefits, may purchase these through the Board. Payroll deductions shall be used for payment.

Support Staff employees may elect not to accept Health Insurance coverage. Those who agree to this option will receive a monthly payment of \$300.00 for ten months or a pro-rated amount for husband/wife or single parent/child coverage surrendered. The pro-ration will be based on the amount of premium for the coverage being dropped compared to the full-family coverage premium. Decisions not to participate (or to resume participation) in District Insurance Programs must be made during the open enrollment period.

Support Staff hired after March 1, 1992 may not be eligible for certain benefits. These conditions will be established prior to hiring. Part-time custodians (drawing benefits prior to July 1, 1992) will continue to receive benefits the same as full-time custodians.

Eligible employees hired on or after July 1, 1995 shall receive employee only coverage in the DPP (Designated Provider Program) for the first three years of employment. These employees can purchase dependent coverage in the Designated Provider Program during their first three years. After their third year of employment, the Board will pay the cost of dependent coverage in the Designated Provider Program.

- L. Uniforms
Two uniforms will be issued to each custodian/maintenance worker. These are to be worn as assigned for duty at functions or at certain times. The uniforms will remain the property of the Board of Education and must be returned when employment is terminated for any reason.
- M. Shoes
Each custodian and maintenance worker will be issued a pair of work shoes, which include safety steel toes. These shall be worn by the worker while on duty.
- N. Base salaries for Support Staff will be increased 5.3% for the 2005-2006 school year.

ARTICLE XXIV
PARAPROFESSIONALS FRINGE BENEFITS

- A. Initial Salary
Initial salary placement will be based on education background and experience.
- B. Holidays
Hourly employees are not paid for holidays.
- C. Sick/Personal Leaves
Hourly employees may take three (3) personal days with pay per year. Employees need not give a reason when requesting personal days. Request must be in writing to the Superintendent. For paraprofessionals hired before March 1, 1992, personal days not used will be rolled over into sick days.

Paraprofessionals hired before June 30, 1993 receive 12 sick days per year. Sick days not used may be accrued to a maximum of 300 days. Paraprofessionals hired after June 30, 1993 shall receive five days sick leave per year. If these days are unused, they may accrue to a maximum of 10 days.
- D. Working Hours
Paraprofessionals will report to their assigned stations in time for the arrival of students as assigned by the Principal. Dismissal will be based upon the needs of the program served. Individual dismissal times will be determined by the Principal.
- E. Lunches
Paraprofessionals will receive a one-half hour lunch break. This is to be arranged at a time convenient to the supervisor.
- F. Special Assignment
Any work required beyond regular working hours will be compensated at the regular rate of pay. The Superintendent may authorize additional hours if needed.
- G. Insurance Protection
The Board of Education will provide full Health and Dental Insurance coverage to all full-time employees hired prior to June 30, 1993. The Board will provide family Vision coverage to all full-time employees. "Full-Time" is defined in Board Policy #4125. Full-time employees married to other full-time employees also drawing benefits will be provided one Health/Dental Coverage Option for the family. These employees will also receive an additional monthly payment of \$300.00 (September-June). The health coverage provided to Support Staff employees will include a requirement for second medical opinions for surgical procedures. The health insurance deductible shall be \$200/\$400, the same deductible

included in the teachers' agreement. This will be a comprehensive Major Medical Plan. There will be no first dollar benefit.

Full-time employees eligible for full-family benefits as of 6/30/93 shall remain eligible as long as all other conditions for eligibility remain intact. For full-time employees hired after 6/30/93, who would be eligible for health benefits, the Board will provide employee only coverage. When these employees have served three years and one day in the district they will become eligible for Board and full-family benefits. Employees not eligible for health benefits, or full-family benefits, may purchase these through the Board. Payroll deductions shall be used for payment.

Support Staff employees may elect not to accept Health Insurance coverage. Those who agree to this option will receive a monthly payment of \$300.00 for ten months or a pro-rated amount for husband/wife or single parent/child coverage surrendered. The pro-ration will be based on the amount of premium for the coverage being dropped compared to the full-family coverage premium. Decisions not to participate (or to resume participation) in District Insurance Programs must be made during the open enrollment period.

Support Staff hired after June 30, 1993 may not be eligible for certain benefits. These conditions will be established prior to hiring. Part-time paraprofessionals (drawing benefits prior to July 1, 1992) will continue to receive benefits the same as full time paraprofessionals.

- H. All paraprofessionals are encouraged by the Board of Education and Administration to participate in workshops, institutes, courses and other educational programs for professional development. Payment for tuition, mileage, meals, etc. may be made if approved in advance by the Superintendent. When paraprofessionals are required to attend such training they will be compensated at their regular rates.

For certain training and college credits successfully completed, a salary adjustment of \$100 will be granted. To be considered for salary adjustment, these courses must be approved in advance by the Superintendent of Schools.

- I. **Bereavement Leaves**
Three (3) days of bereavement time will be granted for each occurrence of a death in the immediate family (spouse, mother, father, mother-in-law, father-in-law, child, stepchild, brother, sister, grandparent).
- J. Paraprofessionals hired prior to June 30, 1993 shall receive the same local service credit as office personnel.
- K. Base salaries for Support Staff will increase 5.3% for the 2005-2006 school year.

ARTICLE XXV
OFFICE PERSONNEL FRINGE BENEFITS

- A. Local Service Credit
\$250.00 will be added at the beginning of the 4th, 8th, 12th, 16th, 20th, and 24th years of continuous service in the school district based on a twelve-month contract. Ten-month and part-time employees' service credit will be pro-rated. No person shall receive more than \$1,500.00 for local service credit regardless of years served. For every three (3) college credits in business education or business school courses that are approved in advance by the Superintendent of Schools, \$100.00 will be added.
- B. Initial Salary
Initial placement within salary ranges will be based on educational background and experience. Consideration will be given for business school and/or college courses taken and degrees or diplomas earned. Increments will be granted or withheld based on evaluation of performance by the appropriate supervisor and/or the Superintendent of Schools.
- C. Vacations
1. All 12-month secretarial personnel will earn ten (10) working days vacation with pay in the first year of service. These days may be taken following the first employment anniversary. Vacation days will be accrued by multiplying the number of completed months employed by 5/6 days. Days accrued shall be retained in the employees account or "bank". For all years prior to an employee's 10th employment anniversary date the same 5/6 rate shall be in effect.
 2. On the employee's 10th employment anniversary date the Board shall add five (5) vacation days to the employee's bank and the rate of accrual shall change from 5/6 to 1¼ vacation days earned per month.
 3. On the employee's 20th employment anniversary date the Board shall add five (5) days to the employee's bank and the rate of accrual shall change from 1¼ to 1 2/3 vacation days earned per month.
 4. Prior to the 10th employment anniversary, no employee shall have a "bank" larger than fifteen (15) vacation days at any time. Days in excess of fifteen (15) shall be forfeited. From the 10th anniversary up to the 20th anniversary, no employee shall have a "bank" larger than twenty (20) vacation days. Days in excess of twenty (20) shall be forfeited. From the 20th anniversary, no employee shall have a "bank" larger than twenty-five (25) vacation days. Days in excess of twenty-five (25) shall be forfeited.
 5. Employees seeking to use vacation days must submit the appropriate request form to their principal/supervisor, who shall indicate approval/disapproval and submit the recommendation to the Superintendent, who shall give final approval or deny the vacation

leave request at that time. The needs of the district shall guide approval/disapproval decisions.

6. Upon separation from the school district employees shall be reimbursed at their then daily rate of pay for each day remaining in their bank. Days shall be valued at 1/240 of the annual salary.
7. Ten-month secretarial personnel are employed from September 1st through June 30th and are not eligible for vacation days with pay.

D. Holidays

Secretaries shall follow the teachers' calendar. On the days prior to the teachers' break at Thanksgiving and Christmas if half days are included in the school calendar all secretaries shall work 5 hours. The principal may adjust starting hours to provide appropriate coverage by one secretary in each school for the hour after student dismissal.

E. Leaves of Absence

Twelve-month office personnel will be granted fourteen (14) sick days per year and any sick days not used in a fiscal year will be credited in future years of service. Ten-month office personnel will be granted twelve (12) sick days per year and any sick days not used in a fiscal year will be credited in future years of service.

Office personnel will be granted three (3) personal days per year. Employees need not state a reason when requesting personal days. Requests must be in writing to the Superintendent. Up to three (3) unused personal days for each employee shall be converted to sick days at the end of each year. These converted days shall accumulate as unused sick days

F. Bereavement Leaves

Three (3) days of bereavement time will be granted for each occurrence of a death in the immediate family (spouse, mother, father, mother-in-law, father-in-law, child, stepchild, brother, sister, grandparent).

G. Working Hours

8:00 a.m. - 4:00 p.m. September 1 through June 30; and 8:00 a.m. - 3:30 p.m. July 1 through August 31. All office personnel are granted a one-hour lunch period. Other equivalent working hours may be required as established by a supervisor with the approval of the Principal and Superintendent of Schools. Salaries in all classifications are based on fifty-two weeks in the year (for twelve-month employees), thirty-five hours per week and seven hours per day.

H. Flex Time

During July and August flexible hours may be assigned that allow for a four (4) day week with no reduction in total hours worked or pay. This arrangement may be adjusted or revoked on an individual school, office or district basis by the Superintendent of Schools if in his judgment it negatively impacts the operation of the district or any part of the district.

- I. Special Assignments
Any work required beyond regular working hours will be compensated by time off from the regular workday. Overtime may be paid for special assignments with the approval of the Board of Education and Superintendent of Schools.
- J. Professional Growth
All office personnel are encouraged by the Board of Education and administration to participate in workshops, institutes, conventions, and other educational programs for professional development. Payment for tuition, mileage, meals, etc. may be made if approved in advance by the Superintendent.
- K. Unused Sick Days
Payment of \$20.00 for each unused sick day up to a maximum of three hundred days will be made upon retirement to those who have served in the district a minimum of fifteen years.
- L. Insurance Protection
The Board of Education will provide full Health and Dental Insurance coverage to all full-time employees hired prior to March 1, 1992. The Board will provide family Vision coverage to all full-time employees. "Full-time" is defined in Board Policy #4125. Full-time employees married to other full-time employees also drawing benefits will be provided one Health/Dental Coverage Option for the family. These employees will also receive an additional monthly payment of \$300.00 (September-June). The health coverage provided to Support Staff employees will include a requirement for second medical opinions for surgical procedures. The health insurance deductible shall be \$200/\$400, the same deductible included in the teachers' agreement.

Full-time employees eligible for full-family benefits as of 6/30/93 shall remain eligible as long as all other conditions for eligibility remain intact. For full-time employees hired after 6/30/93, who would be eligible for health benefits, the Board will provide employee only coverage. When these employees have served three years and one day in the district they will become eligible for Board paid full family benefits. Employees not eligible for health benefits, or full-family benefits, may purchase these through the Board. Payroll deductions shall be used for payment.

Support Staff employees may elect not to accept Health Insurance coverage. Those who agree to this option will receive a monthly payment of \$300.00 for ten months or a pro-rated amount for husband/wife or single parent/child coverage surrendered. The pro-ration will be based on the amount of premium for the coverage being dropped compared to the full-family coverage premium. Decisions not to participate (or to resume participation) in District Insurance Programs must be made during the open enrollment period.

Support Staff hired after March 1, 1992 may not be eligible for certain benefits. These conditions will be established prior to hiring. Part-time secretaries (drawing benefits prior to July 1, 1992) will continue to receive benefits the same as full-time secretaries.

Eligible employees hired on or after July 1, 1995 shall receive employee only coverage in the DPP (Designated Provider Program) for the first three years of employment. These employees can purchase dependent coverage in the Designated Provider Program during their first three years. After their third year of employment, the Board will pay the cost of dependent coverage in the Designated Provider Program.

- M. **Substitute Calling**
When secretaries are assigned substitute-calling responsibility. They shall have the option of an additional week's pay or an extra week of vacation.
- N. **Base salaries for Support Staff will increase 5.3% for the 2005-2006 school year.**

SCHEDULE A
BACHELOR'S GUIDE
2005-2006

Step 1	\$40,000
Step 2	\$40,120
Step 3	\$40,370
Step 4	\$40,771
Step 5	\$41,470
Step 6	\$42,606
Step 7	\$43,848
Step 8	\$45,164
Step 9A	\$46,717
9B	\$46,792
9C	\$47,215
Step 10	\$48,029
Step 11A	\$48,957
11B	\$49,620
Step 12A	\$50,608
12B	\$50,972
Step 13A	\$52,479
13B	\$52,977
13C	\$53,256
Step 14A	\$54,181
14B	\$54,256
14C	\$54,545
Step 15A	\$56,890
15B	\$57,533
Step 16A	\$58,611
16B	\$59,553
Step 17A	\$61,032
17B	\$61,406
17C	\$61,695
Step 18A	\$63,748
18B	\$64,305
18C	\$64,439
18D	\$64,862
Step 19A	\$66,370
19B	\$67,033
19C	\$67,590
Step 20A	\$70,216
20B	\$70,879
20C	\$71,013
20D	\$71,292
20E	\$74,137
21B	\$75,357
Step 22A	\$76,826
22B	\$77,383
22C	\$77,940

EXTRA GRADUATE CREDITS

BA + 6 credits	400
BA + 12 credits	600
BA + 18 credits	800
BA + 24 credits	1,000
BA + 30 credits	1,200

Advancement on the guide shall not be considered automatic, but shall be subject to the terms and conditions set forth in 18A:29-14 N.J.S.A.

SCHEDULE A
 MASTER'S GUIDE
2005-2006

Step 1	\$42,000
Step 2	\$42,120
Step 3	\$42,370
Step 4	\$42,771
Step 5	\$43,470
Step 6	\$44,606
Step 7	\$45,848
Step 8	\$47,164
Step 9A	\$48,717
9B	\$48,792
9C	\$49,215
Step 10	\$50,029
Step 11A	\$50,957
11B	\$51,620
Step 12A	\$52,608
12B	\$52,972
Step 13A	\$54,479
13B	\$54,977
13C	\$55,256
Step 14A	\$56,181
14B	\$56,256
14C	\$56,545
Step 15A	\$58,890
15B	\$59,533
Step 16A	\$60,611
16B	\$61,553
Step 17A	\$63,032
17B	\$63,406
17C	\$63,695
Step 18A	\$65,748
18B	\$66,305
18C	\$66,439
18D	\$66,862
Step 19A	\$68,370
19B	\$69,033
19C	\$69,590
Step 20A	\$72,216
20B	\$72,879
20C	\$73,013
20D	\$73,292
20E	\$73,436
Step 21A	\$76,137
21B	\$77,357
Step 22A	\$78,826
22B	\$79,383
22C	\$79,940

EXTRA GRADUATE CREDITS

MA + 6 credits	600
MA + 12 credits	800
MA + 18 credits	1,000
MA + 24 credits	1,200
MA + 30 credits	1,400

Advancement on the guide shall not be considered automatic, but shall be subject to the terms and conditions set forth in 18A:29-14 N.J.S.A.

SCHEDULE B
SALARY GUIDE POLICY

EXPERIENCE QUALIFICATIONS

1. A teacher with no creditable teaching experience shall be employed at the minimum salary for his education preparation.
2. Initial placement on the salary guide shall be determined by negotiations between the Board of Education and the new teacher.
3. Teachers with teaching experience in non-public schools and in public schools from non-bordering states may receive credit for the years experience in these schools.
4. Credit for military service, up to a total of four years, shall be given on the basis of twelve-month years. Such a year, or major fraction thereof of military service, shall be equal to one academic year of teaching experience.
5. Teachers with work experience, other than teaching, but related to their teaching field may be given credit in experience in the related field. Evaluation of special related experience shall be the responsibility of the Superintendent.
6. The determining factor for salary placement on the schedule shall be:
 - a. The number of years experience (as mentioned in 1 to 5 above), and
 - b. The training of a teacher

COLLEGE CREDIT QUALIFICATIONS

1. Teachers will receive a college credit increment as specified in the Salary Schedule for each six hours of college credit received after completion of a Bachelor's Degree up to the Master's Degree, or equivalent, in accordance with the following conditions:
 - a. Courses shall be approved for increment credit which are as follows:
 - (1) graduate courses as listed in accredited college catalogs.
 - (2) All NDEA and NSF summer, academic year, and in-service institutions, with credits listed by institutions, as equal to graduate credit.
 - (3) Special seminars, conferences, and courses not covered

above, taken in consultation with the Superintendent of Schools for credit determination. Approval in writing must be obtained from the Superintendent before these courses can be taken for salary guide increases.

- (4) In the subject field in which the teacher is teaching, or
 - b. Courses in related fields: Should the privilege of using related courses for salary increment be abused, in the judgment of the Superintendent, by any teacher, the Superintendent may require that the teacher obtain prior approval from him for future course.
 - c. Courses shall not be credited which are taken prior to receiving a regular New Jersey Certificate in the field in which the teacher is employed.
2. Teachers will receive a college credit increment for each six hours of college credits completed beyond a Master's Degree up to thirty hours beyond the Master's Degree.
- a. Courses shall be approved for increment credit which are as follows:
 - (1) graduate courses as listed in accredited college catalogs.
 - (2) All NDEA and NSF summer, academic year, and in-service institutes, with credits listed by institutions, as equal to graduate credit.
 - (3) Special seminars, conferences, and courses not covered above, taken in consultation with the Superintendent of Schools for credit determination. Approval in writing must be obtained from the Superintendent before these courses can be taken for salary guide increases.
 - (4) In the subject field in which the teacher is teaching, or
 - b. Courses in related field: Should the privilege of using related courses for salary increment be abused, in the judgment of the Superintendent, by any teacher, the Superintendent may require that the teacher obtain prior approval from him for future courses.
 - c. Courses shall not be credited which are taken prior to receiving a regular New Jersey Certificate in the field in which the teacher is employed.
3. Miscellaneous
- a. Statement concerning completion of work shall be in the hands of the Superintendent before September 1st.

- b. It shall be the responsibility of the teacher to see that the Superintendent receives a certified transcript showing satisfactory completion of all courses of study.
- c. Adjustment in teachers' salaries to reflect the annual salary increment and changes from one salary level to the next higher salary level by reasons of additional training shall be made only at the beginning of the school year in September.

SCHEDULE D
POLICY - TEACHING AND EXTRACURRICULAR POSITIONS

Teaching positions, support staff positions, Schedule E positions and other positions for which Association members may be qualified shall be publicized and filled as per Board Policy in Schedule D.

Home Instruction openings will be offered first to those teachers currently teaching these pupils. If that teacher wishes not to be considered, then the entire staff shall be notified of the opening. The rate for home instruction shall be twenty-five dollars (\$25.00) per hour, plus thirty-one (31) cents per mile or the IRS rate, whichever is greater for travel expenses for teachers tutoring homebound students outside Point Pleasant Beach, unless the person providing the home instruction is the classroom teacher of the student who is receiving the home instruction. In this case the rate would be thirty-five dollars (\$35.00), plus thirty-one (31) cents per mile or the IRA rate, whichever is greater, for travel expenses for tutoring homebound students outside Point Pleasant Beach. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Point Pleasant Beach School District; and, when all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area and/or grade level in question during the regular school year and then to teachers who have taught the grade and/or subject in question on a regular basis at any time during other years.

If there are insufficient qualified volunteers, the Superintendent can appoint a staff member to this assignment.

At all times, the final consideration for appointment shall be based on the estimation by the Superintendent of the effectiveness of an individual in the proposed position.

Definitions

An extracurricular position shall normally be considered open only after the person in that position has requested, in writing, that he not be re-appointed; or, he has been notified, in writing, that he will no longer be re-appointed, together with reasons for such action.

Notification by the Superintendent shall be in a written memo. Such notification shall contain (1) a job title, (2) a brief explanation of the job and/or conditions of the job where necessary, (3) information as to when and to whom to apply. These notices shall be posted on bulletin boards in the principals' offices and faculty lounges. During the summer vacation period, the notices for any vacancies will be posted in the main offices at both schools and on the web sites for both schools. Should the web sites be non-operational, notices will be mailed.

SCHEDULE E ACTIVITIES		
POSITION	2005-06 Stipend	
ELEMENTARY SCHOOL		
Art Club	\$1533	
	\$2100	
Athletic Coordinator Fall		
	\$2100	
Athletic Coordinator Winter		
	\$2100	
Athletic Coordinator Spring		
	\$1550	
Band - Grades 5/6		
Band - Grades 7/8	\$2002	
Baseball - Grades 6-8	\$3000	
Basketball - Boys Grades 5-6	\$1500	
Basketball - Boys Grades 7-8	\$3000	
Basketball - Girls Grades 5-6	\$1500	
Basketball - Girls Grades 7-8	\$3000	
Cheerleading - Grades 6-8	\$2002	
Chorus (1/2 year activity)	\$995	
Class Advisor - Grade 6	\$575	
Class Advisor - Grade 7	\$581	
Class Advisor - Grade 8	\$1996	
Computer Club - E.S.	\$1633	
Cross Country- Boys & Girls	\$3000	
Grade Group Chairperson K - 2	\$1700	
Grade Group Chairperson 3 - 5	\$1700	
Extra Help Teacher K-6	\$553	
Extra Help Teacher K-6	\$553	
Extra Help Teacher K-6	\$553	
Extra Help Teacher K-6	\$553	
Math League	\$789	
PAC Member	\$753	
PAC Member	\$753	
PAC Member	\$753	
PAC Member	\$753	
PAC Member	\$753	
Science Club/Science Fair	\$1883	
School Store Manager	\$700	
Soccer - Boys Grades 6-8	\$3000	

POSITION	2005-06 Stipend	
ELEMENTARY SCHOOL - Continued		
Soccer – Girls Grades 6-8	\$3000	
Softball – Grades 6-8	\$3000	
Student Council	\$1488	
Talent Show Director	\$850	
Track - Boys & Girls Grades 6-8	\$3000	
Track - Assistant Coach	\$1300	
Wrestling - Grades 6-8	\$3000	
Yearbook Publications - E.S.	\$1775	
TOTAL: ELEMENTARY SCHOOL	\$67,329	

HIGH SCHOOL		2005-06 Stipend	
Athletic Coordinator Fall	\$2100		
Athletic Coordinator Winter	\$2100		
Athletic Coordinator Spring	\$2100		
Band - Marching	\$4422		
Band - Summer	\$3016		
Baseball Head Coach	\$5079		
Baseball – Asst. Coach	\$3700		
Basketball - Boys Head Coach	\$5424		
Basketball - Boys Asst. Coach	\$3768		
Basketball – Boys Grade 9	\$3000		
Basketball - Girls Head Coach	\$5424		
Basketball - Girls Asst. Coach	\$3768		
Basketball – Girls Grade 9	\$3000		
Chair – Language Arts	\$1700		
Chair - Mathematics	\$1700		
Chair - Science	\$1700		
Chair – World Language	\$1700		
Cheerleading Fall- Head Coach	\$3601		
Cheerleading Fall- Asst. Coach	\$2132		
Cheerleading Winter- Head Coach	\$2132		
Chess Club***	\$1500		
Class Advisor - Senior	\$2650		
Class Advisor - Junior	\$2150		

HIGH SCHOOL (continued)	
POSITION	2005-06 Stipend
Class Advisor – Sophomore	\$1725
Class Advisor – Freshman	\$1680
Cross Country – Head Coach	\$4000
Cross Country – Asst. Coach	\$3000
Drama Club Advisor -Fall	\$1601
Football - Head Coach	\$6165
Football - Assistant Coach	\$4213
Football - Assistant Coach	\$4213
Football - Assistant Coach	\$4213
Football - Assistant Coach	\$4213
Football - Assistant Coach	\$4213
Football - Assistant Coach	\$4213
Golf Coach	\$3601
Golf – Asst. Coach	\$2132
Interact***	\$1704
Intramural Coordinator -Winter	\$1628
Key Club	\$2098
Math League	\$789
Mock Trial Team Advisor	\$1200
Musical Director	\$3208
Musical Advisor –Asst.	\$859
Musical Paraprofessional	\$859
National Honor Society	\$1214
Newspaper***	\$1500
Peer Counselor/SADD Co-Advisor (1/2 ea.)	\$2031
Physical Conditioning - Summer	\$1600
Physical Conditioning - Fall	\$1600
Physical Conditioning - Spring	\$1600
Physical Conditioning - Winter	\$1600
Saturday Suspension	\$2092
Science League - H.S.	\$789
Soccer - Head Boys Coach	\$5079
Soccer - Assistant Boys Coach	\$3700
Soccer - Head Girls Coach	\$5079
Soccer - Assistant Girls Coach	\$3700
Softball - Head Coach	\$5079

HIGH SCHOOL (continued)	
POSITION	2005-06 Stipend
Softball – Asst.	\$3700
Student Council – Head	\$3094
Student Council – Asst.	\$2000
Surf Club Advisor -Fall	\$1492
Swimming - Head Coach	\$4000
Swimming – Asst. Coach	\$2250
Swimming – Asst. Coach	\$2250
Technology Coordinator	\$2654
Tennis - Boys Head Coach	\$4979
Tennis – Asst. Boys Coach	\$2955
Tennis - Girls Head Coach	\$4979
Tennis – Asst. Girls Coach	\$2955
Track - Head Coach Spring	\$5079
Track – Asst. Coach Spring	\$3700
Track – Asst. Coach Spring	\$3700
Volleyball- Head Coach	\$2500
World Language Club	\$2699
Wrestling - Head Coach	\$5600
Wrestling – Asst. Coach	\$3768
Wrestling – Asst. Coach (Grade 9)	\$3000
Yearbook Publication - Advisor	\$3090
Yearbook Publication - Financial	\$1333
TOTAL: HIGH SCHOOL	\$231,620
TOTAL: DISTRICT	\$298,949
*** Activity funding from separate source	

SCHEDULE F
SUPERVISORY REPORTS ON TEACHERS

Each year principals are asked to make careful evaluations of all teachers. Detailed reports will be due in the Superintendent's office on December 15th for non-tenure teachers. On April 1st, detailed reports will be due for all teachers. A third, rather simple report will be due no later than the closing day of school for all non-tenure teachers and for those tenure teachers about whom there was a question as of April 1st.

Principals have been asked to use as much available evidence as possible when preparing each report. Further, the reports for non-tenured teachers shall include the observations and evaluations required by N.J.S.A. 18A:27-3.1 through N.J.S.A. 18A:27-3.3 and the rules established by the State Board of Education pursuant thereto. For tenured teachers, whose quality of work is well-known to the principal, there should be at least one formal observation.

Other material may be filed in a teacher's folder, such as letters of commendation or reports of unusual contributions to the school or community.

Each teacher should sign each report before it is submitted to the Superintendent. The teacher is invited to add comments if he/she so desires.

SCHEDULE G

POINT PLEASANT BEACH SCHOOL DISTRICT

GRADUATE CREDIT AGREEMENT

REGARDING DOCTORAL STUDY

The Board of Education and the undersigned have reached the following agreement, in accordance with the terms of the negotiated agreement between the Point Pleasant Beach Board of Education and the Point Pleasant Beach Education Association:

The undersigned teacher agrees, in exchange for tuition reimbursement towards a Doctorate degree, that said teacher hereby enters into a contract to continue to teach in the Point Pleasant Beach School system for a period of three (3) school years following completion of the degree, or three (3) school years after each tuition reimbursement payment if the degree is not attained.

If for any reason said teacher does not complete the three year service obligation, the teacher shall repay the district the amount of the tuition reimbursement. Repayment shall be by payroll deduction or personal check, and shall also cover any legal costs to the Board incurred in the collecting the repayment. The repayment to the Board shall be proportionate to the part of the three year obligation not served in the district.

_____/_____
Teacher signature Date

_____/_____
Board Secretary Date

_____/_____
(Typed Name) Date

_____/_____
(Typed Name) Date

SCHEDULE H

POINT PLEASANT BEACH SCHOOL DISTRICT

GRADUATE CREDIT AGREEMENT

REGARDING THE MASTERS DEGREE

The Board of Education and the undersigned have reached the following agreement, in accordance with the terms of the negotiated agreement between the Point Pleasant Beach Board of Education and the Point Pleasant Beach Education Association:

The undersigned teacher agrees, in exchange for tuition reimbursement in excess of six (6) credits in any one fiscal year, that said teacher hereby enters into a contract to continue to teach in the Point Pleasant Beach School System for a period of three (3) school years after each tuition reimbursement payment totaling reimbursement for more than six (6) credits in a fiscal year.

If for any reason said teacher does not complete the three year service obligation, the teacher shall repay the district the amount of the tuition reimbursement. Repayment shall be by payroll deduction or personal check, and shall also cover any legal costs to the Board incurred in collecting the repayment. The repayment to the Board shall be proportionate to the part of the three year obligation not served in the district.

_____/_____
Teacher signature Date

_____/_____
Board Secretary Date

_____/_____
(Typed Name) Date

_____/_____
(Typed Name) Date

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**2005 – 2006
CONTRACT**

between

**POINT PLEASANT BEACH
BOARD OF EDUCATION**

and

**POINT PLEASANT BEACH
EDUCATION ASSOCIATION**