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NEGOTIATION AGREEMENT

1983 - 1985

TOMS RIVER
EDUCATION ASSOCIATION
TOMS RIVER
BOARD OF EDUCATION

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PREAMBLE

This Agreement entered into this 1st day of July, 1983 by and between the Board of Education of The Toms River School District, Dover Township, New Jersey, hereafter called the "Board" and the Toms River Education Association, hereinafter called the "Association."

ARTICLE I — RECOGNITION

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time certificated personnel whether under contract or on leave, employed on behalf of the following unit:

Classroom Teachers

Special Teachers which include Guidance Counselors,
Librarians, Learning Disabilities Specialists, Social
Workers and Speech Correctionists

Nurses

Senior Secretaries

Secretaries

Attendance Officers

Special Education Pupil Aides — see Addendum A

but excluding:

Administrators

Supervisors of Instruction

School Psychologists

Custodians

Cafeteria Employees

Transportation Employees

All Other Employees of the Board

B. 1. Unless otherwise defined, the term "teachers", when used hereinafter in the Agreement shall refer to all employees represented by the Association in the negotiating unit and reference made to male teachers shall include female teachers.

2. The requirements and benefits of the following contract provisions do not apply to nurses, secretaries and attendance officers:

Article IV-D

Article XIV

3. In addition, the requirements and benefits of the following contract provisions do not apply to secretaries and attendance officers:

Article VII-A-1

Article XIX-F

Article VII-A-2

Article XX

Article X-B

Article XXII

Article XIX-B

Article XXV

Article XXVIII

ARTICLE II NEGOTIATION PROCEDURE

A. In accordance with Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, the Board and Association agree to enter into negotiations concerning terms and conditions of employment and to meet in formal session to exchange demands in accordance with the prescribed rules and regulations promulgated by the Public Relations Commission.

B. Facts, opinions, proposals, and counterproposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding in agreement. The Board shall make available, prior to and during negotiations, to the Association for inspection, all pertinent records, data and information of the Toms River School District which are within the public domain.

C. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities. All costs shall be shared equally. Except as directed by a mediator or fact-finder, no more than four (4) bargaining unit employees of the Toms River School District shall be present for negotiations, mediation, or fact-finding if such occur during normal school days.

D. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, for the duration of this Agreement.

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

F. Except as this Agreement shall hereinafter provide, all terms and conditions of employment applicable on the effective date of this Agreement shall remain in full force and effect except that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

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

ARTICLE III **GRIEVANCE PROCEDURE**

A. Definition:

A "grievance" shall mean a complaint by a teacher that there has been to him a personal loss, injury, or inconvenience because of a violation, misinterpretation or inequitable application of Board policy, of this Agreement, or of any administrative decision affecting teachers.

A grievance, to be considered under this procedure, must be initiated in writing by the teacher within thirty (30) calendar days from the time when the teacher knew or should know of its occurrence.

B. Procedure:

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
(b) It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
2. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
3. Any teacher who has a grievance shall discuss it first with

his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

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

- (a) The nature of the grievance
- (b) The nature and extent of the injury, loss or inconvenience
- (c) The results of previous discussions
- (d) His dissatisfaction with decisions previously rendered

The principal shall communicate his decision to the teacher in writing within three (3) school days of receipt of the written grievance.

5. The teacher, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools.

The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the teacher and the principal.

6. If the grievance is not resolved to the teacher's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the teacher. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, they shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision except in the case of grievance involving any of the following points:

- (a) A complaint of a non-tenure teacher which arises by reason of his not being re-employed.
- (b) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education such as, but not limited to, questions on tenure, increment denial, or suspension.
- (c) A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.
- (d) Any matter which, according to law, is either beyond the scope of Board authority or limited to action by the Board alone, except as limited by Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act.

- (e) A complaint by a teacher occasioned by the withholding of a salary increase or increment.
- 8. For those items specified as non-arbitrable, the Board shall if requested by the grievant, meet and hear the grievant's position. In the specific case on non-tenure teacher who grieves by virtue of not having received a new contract, the Board need not give written reasons for its decision.
- 9. (a) The following procedure will be used to secure the services of an arbitrator:
 - (1) A request will be made to the American Arbitration Association or PERC to submit a roster of persons qualified to function as arbitrators in the dispute in question.
 - (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association or PERC to submit a second roster of names.
 - (3) If the parties are unable to determine within ten (10) school days of either the initial request for arbitration or the second request, which comes later, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association or PERC may be requested by either party to designate an arbitrator.
- (b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.
- (c) Rights of teachers to representation:
 - (1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
 - (2) When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of the submission of the grievance to the Superintendent or any later level be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered. A copy of the principal's written decision made in response to a written grievance shall be given to the Association immediately.
 - (3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

(d) The parties shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared by each party paying one half (½).

ARTICLE IV **TEACHER RIGHTS**

A. Pursuant to Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover 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 123, Public Law 1974, New Jersey Employer and Employee Relations Act, or other laws of New Jersey, or the Constitution of New Jersey and the United States.

B. No teacher shall be disciplined or reprimanded without just cause. Any such actions asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

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

D. The Board recognizes the responsibility of a teacher to determine promotion and grades within the grading policy of the Toms River School District based upon his professional judgment or available criteria pertaining to any given subject area or activity for which he is responsible. In the event the administration makes a change, reasons for that change shall be discussed with the teacher if he is available. If the teacher is not available, said verbal reasons shall be reduced to writing and a copy forwarded to the teacher.

E. Administrators and teachers will act in a professional manner where instances of personal criticism are concerned.

ARTICLE V **ASSOCIATION RIGHTS AND PRIVILEGES**

A. Pursuant to Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, public employees included in the negotiating unit have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or refrain from any such activity. As a duly selected body exercising governmental powers under cover 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 123, Public Law 1974, New Jersey Employer and Employee Relations Act, or other laws of New Jersey or the Constitution of New Jersey and the United States.

- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, or if required to so meet by decision of a mediator, fact-finder or arbitrator, he shall suffer no loss in pay; provided no more than six (6) teachers are scheduled.
- 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 at all reasonable times provided that this shall not interfere with or interrupt normal school operations and that the administration has been duly notified and approval has been secured.
- D. The Board agrees to furnish to the Association the agenda and minutes of all Board members and the names and addresses of all staff members.
- E. The Association and its representative shall be permitted to use school buildings in accordance with Board policy.
- F. The Association may be permitted to use school building equipment, including typewriters, mimeographing machines, other duplication 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 and shall be liable for damage which they cause to the equipment.
- G. The Association shall be permitted to purchase expendable office supplies and other materials from the Board's suppliers at the price paid by the Board or from existent stock if such is available. In either event, a purchase order is required.
- H. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association typed and meeting notices provided copies are presented in advance of posting to the appropriate administrator.
- I. The Association shall be permitted to use the interschool mail facilities and school mailboxes.
- J. The Association President or his designee shall be assigned on the basis of a four (4) period block teaching day and shall be released from all non-teaching duties. Upon notification to his principal, he may leave his building to perform Association business. If he enters another school, he must notify the principal immediately of his presence; and he cannot interfere with normal school activities or with a teacher in the performance of classroom duties. If the Association President or designee is an elementary teacher not in a departmentalized situation, said teacher would be released of teaching responsibilities at 12:00 noon each day.
- K. One teacher in each building designated by the T.R.E.A. as the building representative and the T.R.E.A. Grievance Chairperson will not be assigned non-teaching duties at his school.

ARTICLE VI **SCHOOL CALENDAR**

- A. The school calendar for 1983-1984 shall be as set forth in Schedule B.
- B. The Association shall be consulted timely, before the submission of the annual school calendar of the Board.

C. The in-school work year of teachers employed on a ten (10) month basis shall be two (2) days longer than the school year for pupils. One (1) day shall be devoted to orientation and preopening preparations. One (1) day shall be utilized as a professional day. An additional orientation day shall be added for all teachers new to the district.

D. Secretaries employed on a ten (10) month basis shall have a work year from September 1, to June 30, less all holidays accruing to the professional staff.

E. Secretaries employed on a twelve (12) month basis shall have a work year from July 1, to June 30, less all holidays accruing to the professional staff.

After one (1) year of service they shall be granted two (2) weeks vacation with pay. After seven (7) years they shall be granted three (3) weeks vacation with pay.

In addition, they shall be granted four (4) weeks vacation with pay after fifteen (15) years of service in the district.

F. All professional personnel on a twelve (12) month contract with one (1) year service in the system shall be granted three (3) weeks vacation with pay, plus those holidays accrued to the professional staff.

In addition, they shall be granted four (4) weeks vacation with pay after ten (10) years of service in the district.

ARTICLE VII **TEACHING HOURS AND TEACHING LOAD**

- A. 1. Teachers shall indicate their presence for duty by initialing the appropriate column of the faculty "sign-in" roster.
2. All teachers shall report for duty fifteen (15) minutes before the opening of the pupils' school day and shall remain the fifteen (15) minutes at the end of the school day. The fifteen (15) minutes end of day requirement may be waived at the discretion of the Superintendent for teacher attendance at graduate classes. The time required to remain after the close of the school day shall be extended for meetings with parents, conferences with other professionals and aid assistance to students as required. On the day before a holiday, the teacher work day will end for each teacher with the completion of his assigned responsibilities.
- B. 1. The daily teaching load in the senior high schools shall be five (5) teaching periods plus a study hall or its equivalent and shall not exceed five (5) hours of pupil contact per day, except for vocational education which shall be six (6) hours. K-8 elementary shall be no more than six (6) hours of pupil contact per day.
2. Elementary teachers shall not be required to be present when specialists teachers, such as teachers of art, physical education, music, librarians, etc., are working with their pupils. This time is to be considered preparation time and/or conference time by the teacher so relieved.
All elementary teachers in grades one (1) to six (6) shall be given four (4) 45-minute preparation periods per week, on different days. One of the four (4) preparation periods for elementary special teachers may be split into a 25 and 20 minute arrangement on the same day.

It is the mutual desire of the parties to provide a daily preparation period to all elementary teachers in grades 1-6 to begin in the 1984-1985 school year. In order to examine this transition and to provide for a complete study of educational impact, a joint Committee shall be formed. The Committee shall be comprised of six (6) members, three (3) appointed by the Association and three (3) appointed by the Superintendent or his designee. The written recommendations of the Committee shall be submitted to the Board of Education for its consideration by April 1, 1984.

3. Senior high school teachers shall not be required to teach more than two (2) subject areas nor more than a total of two (2) teaching preparations at one time. Teachers may volunteer to teach additional subject areas and/or teaching preparations.

4. Consistent tardiness on the part of any employee shall result in disciplinary action.

5. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher shall be assigned to serve as a substitute. Volunteers and assigned teachers shall be paid according to Schedule A-5 "per teaching period" providing they teach. If the teacher conducts a study session in lieu of teaching, he shall be paid according to Schedule A-5 "per study hall period."

C. 1. Any teacher employed in both a morning and afternoon session shall be entitled to a duty free lunch period during the hours normally used for lunch period in the school day. Such duty free lunch period shall be not less than thirty (30) minutes.

All 1-6 teachers shall have an uninterrupted duty free lunch period of not less than thirty (30) minutes. Kindergarten teachers shall have an uninterrupted duty free lunch period of not less than forty (40) minutes. K-6 teachers shall not be assigned to cafeteria or playground duty. Playground and cafeteria duty shall be performed by aides.

In the event that the Board seeks teachers to supervise playground and cafeteria duty, such duty shall be provided by volunteers at the "study hall" rate. In the event that an insufficient number of volunteers are available, the Superintendent or his designee shall have the authority to assign teachers to such duty.

2. Teachers may leave the building without requesting permission, during their scheduled duty free lunch period after notifying the principal's office.

D. 1. Normally, faculty meetings of a period of forty-five (45) minutes shall occur no more than once each month except in cases of emergency. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time.

2. As Association representative may speak to the teachers at any faculty meeting at the conclusion of the meeting.

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

E. The Board will grant extra pay as set forth in the Toms River Schools' Extra Curricular Guide to those teachers who are selected by the Superintendent of Schools and who agree to perform the enlisted assignment beyond the normal school day.

ARTICLE VIII CLASS SIZE

A. The Board agrees to work toward an instructional classroom size at an average of twenty-nine (29) as determined by the financial condition of the district, building facilities available and availability of qualified teachers. In the event that more than twenty-nine (29) students are assigned to a classroom, the teacher will be notified by the principal.

B. A committee of teachers and administrators shall be established to view present patterns of instruction and assignment of students and staff and consider the feasibility of experimenting with other school organizational patterns. This study shall include, but not be limited to, team teaching, large lecture classes, utilization of teacher aides and readers and possible use of aspects of educational technology. A final report with recommendations, which shall be realistic means to achieve such recommendations, shall be prepared by the committee and be presented to the Teacher-Administration Liaison Committee.

ARTICLE IX NON-TEACHING DUTIES

A. The Board will strive to minimize the non-academic duties of a teacher. In so doing, priority shall be given K-8 elementary.

B. A teacher who uses their personal car for approved school projects will be reimbursed at the rate of twenty-five (25) cents per mile for the school year 1983-1984 through 1984-1985.

ARTICLE X TEACHER EMPLOYMENT

A. 1. Each presently employed teacher shall be placed on his proper step on the salary schedule.
2. The Board reserves to itself the right to grant credit for outside teaching experience and any experience which it deems of value to the school system at the time of initial employment or re-employment.

B. A teacher with previous teaching experience in the Toms River Regional School District shall upon returning to the system receive full credit on the salary schedule and be granted previously accumulated unused sick leave, for military experience or alternative civilian service required by the Selected Service System, Peace Corps, VISTA, or National Teacher Training Corps work and time spent on a Fulbright Scholarship.

C. Teachers shall be given written notice of their contract and salary status not later than April 30th, providing a master contract has been negotiated by that time.

ARTICLE XI SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
B. 1. Salary increases and increments shall be made in accordance with the Law: Title 18A:29-14.
2. Teachers employed on a twelve (12) month basis shall be

paid in twenty-four (24) semi-monthly installments.

3. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

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

5. Teachers shall receive their final checks on the last working day in June, provided all legal requirements have been met and information found to be accurate.

ARTICLE XII **TEACHER ASSIGNMENT**

A. Placement and assignment are made with the primary concern for the needs of students within the framework of experience, background, competency, certification and interest of the teacher.

B. Insofar as possible, all teachers shall be given written notice of their class, subject and building assignment for the forthcoming year as near as June 1st as possible, but not later than August 1st.

In the event of an emergency, the teachers' work schedule may be changed after August 1st with notification to the teachers and the T.R.E.A. President. Teachers affected will be afforded a conference by the Principal or Supervisor to explain the reasons for the change in the schedule not later than the first (1) full week of school.

C. The parties recognize that change in grade assignment in the elementary schools, changes in subject assignments in the high schools and transfer between schools may be necessary. Such transfer and change of assignment shall be on a voluntary basis whenever possible. No transfer or change in assignment shall be made without a principal, assistant principal, superintendent or assistant superintendent holding a prior conference with the teacher.

D. Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedule as soon as practicable. Teachers who may be required by the Board to use their own automobile in the performance of their duties, and teachers who are assigned to more than one (1) school per day, shall be reimbursed for all such travel at the rate of twenty five (25) cents per mile. Mileage payment shall apply only from school locations.

E. No later than January 15th of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

F. In filling a vacancy within the negotiation unit, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relative factors. The Superintendent has the authority to hire staff from outside the system as required.

G. Supervision of student teacher by a teacher shall be voluntary.

H. Prior to the assignment of student teachers, the Superintendent or his designee shall provide each prospective cooperating teacher with a resume when available.

ARTICLE XIII **PROMOTIONS**

A. Promotional positions are defined as follows: Positions on the administrative-supervisory levels of responsibility and all vacancies in promotional positions, including specialist and/or special project teachers, pupil personnel workers, positions in programs funded by the Federal government and vacancies in evening school and summer school shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all applications. Applications shall be kept on file in the Superintendent's office for continual consideration for future vacancies for one (1) year from date of application. For future consideration, applications must be renewed annually thereafter by the teachers.

2. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable and in no event less than fifteen (15) days before the final date on which application shall be accepted. In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, in each school and a copy of said notice shall be given to the Association.

B. In both situations set forth in Section A above, the qualifications for the position, its duties and the rate of compensation, shall be clearly set forth. The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore.

C. All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applications and other relevant factors. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board and consideration shall be given length of service in the Toms River Regional School District; however, the decision of the Board shall not be subject to arbitration as provided in Article III-B-6 and 7. Each teacher applicant not selected shall, upon written request, receive a written explanation, a copy of which shall become a part of his permanent file from the Superintendent. When possible, appointments shall be made not later than sixty (60) days after the notice is posted in the schools or the giving of notifications to the interested teachers. Announcements of appointments shall be made by posting a list in the office of the central

administration and in each school building. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

ARTICLE XIV

TEACHER EVALUATION

- A. 1. Teacher evaluations shall be conducted consistent with statutory and code requirements.
 - 2. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 - (a) The evaluation of teachers is to be done by appropriate certificated staff members under the direction of the Superintendent or his designee.
 - (b) A teacher shall be given a copy of each evaluation report prepared by his evaluators prior to a post evaluation conference to discuss the report.
 - (c) All teachers' evaluations will be reduced to writing on the district teacher evaluation report form. The teacher may respond to the evaluation with a written response within fifteen (15) days of the post evaluation conference. Qualitative descriptors will not be used in the attendance evaluation of teachers. The number of days absent and category will be noted.
 - (d) The principal of each school will establish a folder for each teacher assigned to that school. The principal's copy of evaluations will be kept in this folder. All folders will remain in the possession of the principal. In the event that a teacher is transferred to another school within the district, the teacher's folder will be forwarded to the receiving principal.
 - (e) Whenever a teacher leaves the district, the evaluation folder is to be permanently filed in the Superintendent's office.
 - B. Once a year, upon two (2) school days' notice, a teacher shall have the right to review the content of his personal file and to make reproduction of non-confidential file materials at his expense. No more than ten (10) teachers on any one (1) day shall be given such review rights and no materials shall be removed from the file. A teacher shall have the right to submit a written answer to any material contained in his file and have it attached to such material.
 - C. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance. No documents other than those pertaining to grievance settlements or the teacher's classroom performance shall be placed in his file after severance.
 - D. Any teacher shall have the right to make a request in writing for an observation of his work for the purpose of his personal improvement of teaching methods and techniques.
 - E. Non-tenure teachers shall be evaluated a minimum of three (3) times per year. Each evaluation will be discussed with the teacher by the administrator.
 - F. Any material which, in the sole judgment of the Superintendent, is of a derogatory nature and is to be placed in the personnel file shall be reproduced and a copy given the teacher involved.

ARTICLE XV TEACHER FACILITIES

A. Each school shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. The present facilities for a teacher work area contain adequate equipment and supplies to aid in the preparation of instructional materials and it is the intent of the Board to continue this practice in all new buildings. Air conditioning will be provided in existing teachers' lounges.
3. A servicable filing facility for the exclusive use of each teacher.
4. A standard system enabling teachers to communicate with the main building office shall be devised for all buildings where no intercommunication system exists.

The Board affirms its intention to install an intercommunication system in all new buildings.

5. The present facilities for a separate, private dining area for the exclusive use of the teachers are adequate and it is the intent of the Board to continue this practice.

6. Free and adequate off-street paved parking facilities.
7. Suitable closet space for each teacher to store coats, overshoes and personal articles.
8. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
9. Adequate chalkboard space in every classroom.
10. A Webster's Collegiate or unabridged dictionary in every classroom
11. Adequate books, quality paper, pencils, pens, chalks, erasers and other such materials required in daily teaching responsibility.
12. An appropriately furnished and air-conditioned room shall be reserved for the exclusive use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

B. In order to permit freedom of access both during and after regular school hours, all teachers, upon reasonable request, shall be provided access to the faculty lounge and teacher work area.

C. Coffee and soda vending machines may be installed where practicable in the teachers' lounge, providing such vending machine equipment covers all costs involved in its installation and operation. The operation of said machines is the sole responsibility of the Association and the Association is liable for any damage or custodial service made necessary as a result of their operation.

ARTICLE XVI ASSOCIATION ADMINISTRATION LIAISON

A. The Association representatives shall meet with the Superintendent and such administrators as he selects, normally once a month, unless it is mutually agreed to extend this period of time, to review and discuss current school problems and practices. The committee shall consist of five (5) representatives appointed by the

Association and five (5) representatives appointed from the Administration selected by the Superintendent of Schools. This committee in no way alters or modifies the function of any committee which has been or shall be established by the Administration.

B. Individual school principals shall meet with the Association representatives from that individual school building, normally once a month, unless it is mutually agreed to extend this period of time. The Association and the principal shall agree on a calendar of meetings. These meetings shall in no way disrupt the educational program. Matters that pertain to individual grievances shall not be subject of these meetings. The Association representatives shall number no more than three (3).

ARTICLE XVII

SICK LEAVE

A. All teachers employed shall be entitled to sick leave days for each school year as of the first official day of said school year whether or not they report for duty on that day, as follows:

1. Ten (10) month employee	10 days
2. Eleven (11) month employee	11 days
3. Twelve (12) month employee	12 days

B. Accumulative additional sick leave benefits shall be allowed to teachers according to the following schedule:

1. After a teacher has been in the Toms River School District for three (3) complete years, and/or has gained tenure, and has completely utilized his or her sick leave, the teacher will receive five (5) days remuneration equivalent to his or her regular pay minus the substitute's pay. After expiration of the above mentioned five (5) days of special consideration, a full day's pay will be deducted.

(a) For each complete year of service beyond three (3) years, the teacher will be eligible for a maximum of an additional five (5) days of pay equivalent to regular pay minus substitute pay. For example, after five (5) complete years of service, the teacher is eligible for ten (10) days of the above described special pay; after nine (9) complete years of service, the teacher is eligible for thirty (30) days of special "difference in pay" consideration.

(b) If a teacher utilizes part or all of the eligible days of special "difference in pay", these days shall be subtracted from the total normally allowed that teacher for the following year or years. For example, if a teacher, after seven (7) years of service, finds it necessary to utilize all twenty (20) days of special "difference in pay", he or she shall be eligible for only five (5) more such days as of the first day of his eighth (8) year of service.

2. The Board may ask for an examination by a medical doctor of its own choosing at any time and use the results in reaching a decision when the circumstances so warrant.

3. The Board may request a doctor's certificate prior to payment of salary of sick leave used.

4. The Board, upon application, will consider hardship cases for extension of sick leave. However, any decision of the Board in such a case shall be final and binding.

C. Written notice of accumulated sick leave days for the previous year shall be placed in each teacher's mail box not later than September 15th.

D. All teachers employed full time in the summer school shall be granted two (2) non-accumulative sick leave days to be used exclusively during the summer session applicable.

E. All unit members after twenty (20) years service in the district, will be paid in lieu of accumulated sick leave at the rate of pay for one (1) day for every three (3) days accumulated up to a maximum of two thousand five hundred (\$2,500) dollars upon retirement for 1983-1984; three thousand (\$3,000) dollars upon retirement for 1984-1985.

ARTICLE XVIII **TEMPORARY LEAVE OF ABSENCE**

A. All teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year and such days of temporary leave must be taken as either one-half ($\frac{1}{2}$) or one (1) full school day.

1. Teachers are entitled to three (3) days personal, non-accumulative leave, subject to advance notice and approval secured from the Superintendent.

Personal leave means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session.

2. Up to five (5) school days at any one time shall be granted to teachers in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or any person with whom the teacher has made his home and any other member of the immediate household.

3. In the case of the death of a near relative, defined as first cousin, grandparent, uncle, aunt, niece, or nephew, there shall be no deduction in the salary for absence on the date of the funeral subject to advance notice and approval of the Superintendent.

4. Any other leave of absence granted by the Board may be without pay.

5. No leave of absence with pay shall be granted due to the requirements of a second job.

6. Professional leave for such purposes as attending meetings, seminars and visiting other schools may be granted.

Professional leave decisions will rest with the Superintendent of Schools and the Board of Education. Professional leave decisions will not be subject to arbitration.

7. If a teacher is subpoenaed by a court of law to appear on behalf of the Board, such teacher shall do so without loss of pay.

ARTICLE XIX **EXTENDED LEAVE OF ABSENCE**

A. The Board agrees that one (1) teacher designated by the Association shall, upon request, be granted a leave of absence without pay for one (1) year for the purpose of engaging in activities of the Association or its affiliates. Such leave shall be for one (1) school year and shall not be renewable.

B. A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas

teacher, and is a full-time participant in any of such programs, or accepts a Fulbright Scholarship.

C. A teacher may be granted a maternity leave under one (1) of the following:

1. **OPTION ONE:** Said leave to be covered by sick leave.

The teacher shall return to work when physically able, but within six (6) weeks, after birth.

A reasonable notice (at least ten (10) days) shall be given in advance of said leave. A similar notice shall be given by the teacher prior to returning to work.

2. **OPTION TWO:** Said leave to be granted without pay.

The teacher shall notify the Superintendent of Schools at least sixty (60) days in advance of her leaving to take a maternity leave without salary.

If said leave starts prior to the month of January, the teacher is to return to work at the beginning of the school year of the following September. The return date for a twelve (12) month teacher is July 1.

If said leave starts after January 1, the teacher is to return to work at the beginning of the school year of the following September or at the beginning of the school year in September of the next succeeding year. The return date for a twelve (12) month teacher is July 1.

In either instance the teacher on leave must notify the Superintendent of Schools by April 1 of her intention to return or not to return to work.

The practice of granting an additional year of maternity leave beyond the provisions of Option Two will be continued for the duration of this Contract contingent upon written receipt for same to the Superintendent no later than April 1 of the preceding school year.

Lack of notification is considered a violation of the Contract.

D. A leave of absence without pay of up to one (1) year shall 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.

E. Other leaves of absence without pay may be granted at the sole discretion of the Board.

F. 1. Upon return from leave granted pursuant to Section B of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on any other leave granted pursuant to this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits to which a teacher was entitled at the time of his leave of absence commenced, including unused accumulated sick leave and credit 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.

G. A teacher given an official leave of absence by the Board shall continue on the Board's insurance and medical policies provided:

1. The premium for three (3) months shall be paid in advance by the employee on leave and shall continue to be paid three (3) months in advance during the approved leave of absence.
 2. If the teacher fails to pay in advance in accordance with Paragraph 1 above, a thirty (30) day grace period shall be allowed and if the three (3) months' payment is not made within this period, coverage shall lapse.
 3. On the return to the school system as a regular employee following the granted leave by the Board, the teacher shall be reimbursed for the premiums paid that would normally have been paid by the Board for any teacher not on leave.
- H. All extensions or renewals of leaves shall be applied for and granted in writing.
- I. The Board shall grant a leave of absence for the school year, without pay, to any teacher to campaign for or serve in public office, or to campaign for a candidate for public office other than himself.

ARTICLE XX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board shall provide payment or reimbursement of graduate credits, subject to the following regulations:
1. The teacher must be fully certified and obtain tenure in any district.
 2. Such courses must be taken in an approved college and at the graduate level. To be eligible for reimbursement, applications must be submitted to the Superintendent prior to college enrollment. Courses will be reviewed and reimbursement made upon approval of the courses by the Board in concert with the Superintendent.
 3. Graduate course work that is successfully completed (grade C or better) will be reimbursed by the school district up to a maximum reimbursement of no more than forty-five (\$45.00) dollars per college credit.
No more than eight (8) credits will be financed at the above rate in any twelve-month period which runs from September to September, for any one teacher.
 4. Reimbursement will not be made until after the completion of the course or courses, and after an official transcript has been forwarded to the Superintendent's office.
 5. No reimbursement shall be made for credits for which a grant covering such cost is received by the teacher, nor shall such payment be made to a teacher on sabbatical leave.
- B. During the 1983-1984 school year, representatives of the Association and the Board of Education will conduct a comprehensive study of District in-service programs and procedures. The purpose of this study will be to make appropriate recommendations to the Superintendent and Board of Education for revised in-service study credit procedures. The Committee will make its recommendations by no later than May 1, 1984, with the hope that same can be implemented as of the 1984-1985 school year.

MEMORANDUM OF INTENT

- C. The Board agrees to the initiation of voluntary in-service courses.

Credits shall be given to advancement on the salary guide for satisfactory completion of these courses.

The Board agrees to consult with the representatives of the Association in development of the in-service program.

Such consultation shall include, but shall not be limited to credits given and attendance required.

ARTICLE XXI

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. The Board shall continue to fulfill requirements placed upon it by law for the protection of teachers, students and property.

B. Pursuant to the Statutes of the State of New Jersey, Title 18A:6-1, no person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary:

1. To quell a disturbance threatening physical injury to others.
2. To obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil.
3. For the purpose of self defense.
4. For the protection of persons or property.

and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intentment of this section. Every resolution by law, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

C. Pursuant to the Statutes of the State of New Jersey, Title 18A:16-6, whenever any civil action has been or shall be brought against any person holding any office, position, or employment under the jurisdiction of any board of education, including any student teacher, for any act or omission arising out of and in the course of the performance of duties of such office, position, employment, or student teachers, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom; and said board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

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

E. 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior. This should be done on appropriate forms.

2. Teachers shall immediately report to their immediate supervisors cases of assault upon pupils. This shall be done on appropriate forms.
3. Such notification shall be immediately forwarded to the Superintendent by the building principal who shall comply with any reasonable request from the teachers for any information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the teacher, the police and the courts.
4. Teachers will be apprised of their rights under the law in connection with any case of assault.

F. If a teacher is working under conditions he considers unsafe or unhealthy, such teacher shall first discuss this with his building principal and, if unsatisfactory, is entitled to institute a grievance.

ARTICLE XXII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. The Board recognizes its responsibility to give administrative support and backing to its teachers, although each teacher bears the primary responsibility for maintaining control and discipline in the classroom, the teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board policy, it shall be the responsibility of the teacher to report to his principal in writing on forms provided, the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

B. When, in the judgment of a teacher, a student is, by his behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him to the principal. No student shall be readmitted without administrative notification to the teacher regarding disposition.

C. If the teachers in a school are concerned with the manner in which behavioral problems are being administered within that school, the matter will be discussed between the Association representative and the principal. If the matter is not satisfactorily resolved at that level, the Association representative may have the matter placed on the agenda of the next regularly scheduled meeting between the Association and the Superintendent.

ARTICLE XXIII

INSURANCE PROTECTION

A. As of the beginning of the July 1, 1983 school year, the Board, after agreement with the Association regarding appropriate insurance carriers, shall provide the healthcare insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate for family plan insurance coverage.

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

June 30th; when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

2. Provision of the healthcare insurance program shall be detailed in master policies as agreed upon by the Board and the Association and shall include:

- (a) Hospital room and board and miscellaneous costs.
- (b) Out-patient benefits.
- (c) Laboratory fees, diagnostic expenses and therapy treatments.
- (d) Maternity costs.
- (e) Surgical costs.
- (f) Major-medical coverage/catastrophic coverage effective September 1, 1983.
- (g) Rider J. Super J — effective July 1, 1982.
- (h) Age 23 coverage.
- (i) Prevailing fee.
- (j) Rider J to Age 23.
- (k) 365 Hospital days.
- (l) Prescription Plan — \$1.00 Co-pay.
- (m) Dental Plan — no deductible effective October 1, 1983.
- (n) Medical emergency.
- (o) Assistant surgeon.

The Toms River Board of Education and the T.R.E.A. agree that the Board has the latitude to investigate and implement alternate carriers for prescription drugs, dental and major medical insurance carriers provided that all benefits and acceptability remain equal or better.

B. The Board and the Association shall provide to each teacher a description of the healthcare insurance coverage provided under this Article, no later than the beginning of the 1983 school year, which shall include a clear description of conditions and limits of coverage as listed above.

C. Subject to approval by the carrier, retirees shall be permitted by advance payment to purchase group health insurance at the group rate, at no cost to the Board of Education.

ARTICLE XXIV

DEDUCTION FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its teachers' dues for the Toms River Education Association, the Ocean County Education Association, the New Jersey State Education Association, or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws, 1967 (NJS 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 membership chairperson of the Toms River Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association membership chairperson shall disburse such monies to the appropriate Association or Associations. Teacher authorization shall be in writing in the form set forth below:

**Authorization
To Deduct Association Membership Dues**

Name _____ Soc. Sec. No. _____

School Bldg. _____ District _____

To: Disbursing Officer Toms River Regional
Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organization(s) indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1st and July 1st next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the governing board and all of its officers from any liability therefore.

I designate the Toms River Education Association to receive dues and distribute according to the organization(s) indicated:

Toms River Education Association
Ocean County Education Association
New Jersey Education Association
National Education Association

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of said 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 a teacher's withdrawal shall be prior to December 1st and June 1st and become effective to halt deductions as of January 1st and July 1st next succeeding the date on which notice of withdrawal is filed.

B. The Board agrees to deduct from teachers' salaries money for the MON-OC Federal Teachers Credit Union. Any teacher may have such deduction discontinued or modified at any time upon sixty (60) days' written notice to the Board.

**ARTICLE XXV
SABBATICAL LEAVE**

A. A joint committee consisting of four (4) teachers and four (4) members from the Board and/or Administrative and Supervisory Council shall be established to review all sabbatical leave requests.

Said committee shall be convened by the Superintendent no later than September 15th of each school year and shall be responsible for establishing rules, regulations and forms, with necessary administrative support to be furnished by the office of the Superintendent.

1. No more than 10 members of the total professional staff may be on sabbatical leave during any one school year.

2. No one shall be eligible for sabbatical leave unless he shall have been employed by the Toms River School District for a minimum of seven (7) years.

No one shall be eligible for a repeated sabbatical leave without an intervening seven (7) years of continuous employment by the Toms River School District.

3. Sabbatical leave may be granted for purposes of study, research, or writing. In all cases there must be a demonstrable and immediate benefit to the educational program of the district.

The committee shall make final and binding recommendations in regard to the granting of sabbatical leaves.

4. Sabbatical leave shall be granted for one (1) school year and the recipient shall receive half pay for one (1) school year sabbatical. All other fringe benefits to be continued during the period of the employee's sabbatical leave.

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

6. Upon return from sabbatical leave, the teacher will be returned to his grade level or subject areas as a regular classroom teacher if a vacancy exists. The Board reserves the right to utilize such a teacher in any capacity covered by the teacher's certification if the Board deems it necessary.

7. Regular deductions for the state retirement fund and other normal deductions shall be made from the salary of any person on leave. The Board will match retirement funds, as required by law.

8. The granting of a sabbatical leave shall be contingent upon a commitment to return to the district and serve a minimum of two (2) years beginning with the first school year following completion of sabbatical leave.

9. All sabbatical leave recipients must sign a promissory note to ensure their return to the District upon completion of the sabbatical leave.

ARTICLE XXVI **RIGHTS OF THE BOARD**

A. Except otherwise provided in this Agreement and under the provision of Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, the Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public, all the operations and activities of the Toms River School District to the extent authorized by law.

B. Anything to the contrary notwithstanding, nothing contained in any section, paragraph, or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.

ARTICLE XXVII **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 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, 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. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the school system, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue the truth in the performance of their classroom functions. Accordingly, the Board and the Association agree that:

1. The nature of American democracy requires that citizens be able to listen to all sides of a controversial issue, sort out the facts and arrive at independent conclusions. Students in school, therefore, have a right to be exposed to issues which are within their intellectual grasp and are under current debate in our society.
2. The rights of students impose certain obligations upon the Board, the teachers, the administration and the community.
3. The Board will attempt through its policies to employ capable teachers, supply them with the necessary teaching materials and maintain an atmosphere of academic freedom in the schools.
4. Teachers as individuals through their councils, committees, departments and faculties, will be responsible for determining when and how to deal with controversial issues according to the maturity and needs of students and the policies of the Board of Education.
5. The community has a right to expect that controversial issues will be presented in a fair and unbiased manner and to communicate through proper channels to the Board if convinced they are not.
6. Teachers shall consult with the administration the appropriateness of discussing any planned controversial issues with children.

ARTICLE XXVIII **MATERIALS SELECTION POLICY**

A. Teachers, librarians, supervisors and administrators shall select, for recommendation to the Board, educational materials which are carefully balanced to include various points of view on any controversial subject.

B. In the event of criticisms of materials that are in the school, or their utilization, the following will be the procedure:

1. The teacher, librarian, or principal will listen to the complaint but make no comment on the materials. He will request the complainant to complete a Citizens' Request for Reconsideration of Materials that are used in the school form stating his objections to the material.
2. The materials in question are reviewed by a Materials Committee. This Committee is to be made up of two (2)

teachers, two (2) librarians, (including the librarian from the concerned school) and two (2) administrators (including the principal of the concerned school), appointed by the Superintendent.

3. The Committee reads (views or listens to) the material in question as well as reads the reviews of the material wherever possible. General acceptance of the materials shall be checked by consulting authoritative lists and the holdings of similar schools. Passages (or section) of any material shall not be pulled out of context, but values and faults shall be weighed against each other and opinions based on the material as a whole. The decision at this point shall rest with the Committee. It is the intent that the Committee issue a report as soon as possible.

4. The complainant is sent a copy of the report.

5. If it becomes necessary for the Board to review the action of the Material Committee, the final decision shall rest with the Board.

C. A fund shall be established in each school in a total amount based upon five (5) dollars per teacher assigned to the school. Each teacher shall have a credit in the fund in the amount of five (5) dollars for the purchase of materials pertaining to his work. Any money remaining in the fund at the end of a school year shall revert to the general fund for use in the total school budget.

D. The Textbook Policy Committee presently established shall continue to function in each building.

ARTICLE XXIX **FAIR DISMISSAL**

A. The Board will continue its policy of offering a hearing before the Board, if so requested, for a non-tenure teacher in the event of discharge or demotion in the employment status of the teacher.

ARTICLE XXX **VOLUNTARY TRANSFERS AND REASSIGNMENTS**

A. 1. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than January 30th. Such statement shall include the grade and/or subject to which he desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

2. As soon as practicable, but no later than June 1, the Superintendent shall deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned or transferred, and the nature of such reassignment or transfer.

B. 1. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teachers shall be honored to the extent that the transfer does not conflict with the instructional requirements and no such request shall be denied arbitrarily, capriciously, or without basis in fact. A request for transfer must be submitted each school year.

ARTICLE XXXI

INVOLUNTARY TRANSFER AND REASSIGNMENTS

A. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the immediate superior, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such a meeting.

ARTICLE XXXII

COMPLAINT PROCEDURE

- A. The principal shall immediately notify the teacher of any complaint made by a parent, pupil or other person regarding the teacher if in the opinion of the principal the complaint is of consequence and has merit.
- B. Whenever a complaint merits notification of the teacher, the principal shall meet with the teacher to discuss possible solutions.
- C. No adverse action shall be taken against a teacher as the result of a complaint without the teacher first having an opportunity to respond and have counsel of the teacher's own choosing.
- D. Any grievance generated as a result of paragraph C will start at step five (5) (Superintendent's level).

ARTICLE XXXIII

SENIORITY

This Article applies to two categories of employees of the unit:

1. Secretaries
2. Attendance Officers

A seniority list shall be updated yearly for each of the above categories.

A seniority list shall be based on the employees' first day of employment and shall be calculated by months of any part thereof. In the event of the necessity of staff reduction, lay-off shall start at the bottom of the seniority list.

The last employee laid off will be the first to be rehired.

The lay-off pool shall continue for a period of eighteen (18) months after lay-off.

ARTICLE XXXIV

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions 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 teacher, 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 the 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 teachers 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. Nothing in the Agreement which changes pre-existing Board Policy, rules or regulations shall operate retroactively unless expressly so stated.

E. Copies of this Agreement shall be printed and the expense shall be shared equally by the Board and the Association as soon as possible after the Agreement is signed. A copy shall be presented to all teachers now employed, or thereafter employed.

F. Whenever any notice is required by this Agreement to be given by either of the parties to the other by telegram or registered letter, pursuant to the provision(s) of this Agreement, the following addresses will be used:

1. If by Association, to Board at Board Office.
2. If by Board, to Association at 8 Robbins Street, Toms River, N.J. 08753.

ARTICLE XXXV **REPRESENTATION FEE**

A. The Association shall on or before September 30 deliver to the Board a written statement containing the following:

1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
2. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

B. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with paragraph C below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

C. Payroll Deduction Schedule: The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck.

1. In November; or
2. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible shall be the same as those used for the deduction of regular membership to the Association.

3. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

D. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

E. The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit, or action of any nature whatsoever, which may be brought at law or in equity, or before any 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 provision of this Agreement.

ARTICLE XXXVI **DURATION OF AGREEMENT**

A. This agreement shall be effective as of July 1, 1983 and shall continue in effect until June 30, 1985, 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.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

ASSOCIATION

BOARD OF EDUCATION

BY: BY:
Its President Its President

BY: BY:
Its Secretary Its Secretary

SCHEDULE A-1

Toms River Regional Schools
TEACHERS' SALARY GUIDE, 1983-1984

29

	Bachelor's Degree	Bachelor's Degree plus 30 Credits	Master's Degree or Full Voc. Certification	Master's Degree plus 30 Credits	Doctorate Degree
	\$	\$	\$	\$	\$
0	13,500	14,000	14,650	15,500	16,300
1	13,780	14,320	15,020	15,940	16,740
2	14,320	14,860	15,560	16,475	17,275
3	14,885	15,425	16,125	17,045	17,845
4	15,480	16,020	16,720	17,635	18,435
5	16,100	16,855	17,230	18,150	18,950
6	16,880	17,530	17,905	18,715	19,515
7	17,690	18,205	18,580	19,310	20,110
8	18,285	18,850	19,335	19,930	20,730
9	18,930	19,525	19,955	20,685	21,485
10	19,605	20,145	20,605	21,385	22,185
11	20,305	20,845	21,275	22,195	22,995
12	21,090	21,600	22,115	23,005	23,805
13	21,950	22,490	23,030	24,055	24,855
14	22,840	23,410	23,945	24,945	25,745
15	23,945	24,515	25,055	26,130	26,930

Plus \$200 service increments at the end of 5 and 15 years; \$300 service increment at the end of 20 years.

Teachers beyond step 15 will receive a longevity raise of \$2500.00 above their 1982-1983 salary.

SCHEDULE A-1

Toms River Regional Schools
TEACHERS' SALARY GUIDE, 1984-1985

	Bachelor's Degree	Bachelor's Degree plus 30 Credits	Master's Degree or Full Voc. Certification	Master's Degree plus 30 Credits	Doctorate Degree
	\$	\$	\$	\$	\$
0	14,500	15,000	15,650	16,500	17,300
1	14,650	15,190	15,890	16,805	17,605
2	14,950	15,535	16,290	17,280	17,980
3	15,535	16,115	16,870	17,855	18,655
4	16,145	16,725	17,480	18,470	19,270
5	16,785	17,365	18,120	19,105	19,905
6	17,455	18,265	18,670	19,660	20,460
7	18,295	18,995	19,400	20,270	21,070
8	19,165	19,720	20,125	20,910	21,710
9	19,810	20,415	20,940	21,580	22,380
10	20,505	21,145	21,610	22,395	23,195
11	21,230	21,810	22,310	23,150	23,950
12	21,985	22,565	23,030	24,020	24,820
13	22,830	23,380	23,935	24,895	25,695
14	23,760	24,340	24,920	26,025	26,825
15	24,715	25,330	25,910	26,985	27,785

Plus \$200 service increments at the end of 5 and 15 years; \$300 service increment at the end of 20 years.

Teachers beyond step 15 will receive a longevity raise of \$2500.00 above their 1983-1984 salary.

SCHEDULE A-2
Toms River Regional Schools
SECRETARIES' GUIDE, 1983-1984

Step	12 Month	10 Month
	\$	\$
0	8,600	7,165
1	8,910	7,425
2	9,210	7,675
3	9,510	7,925
4	9,820	8,185
5	10,130	8,440
6	10,445	8,705
7	10,805	9,005
8	11,090	9,240
9	11,345	9,455
10	11,715	9,760
11	12,060	10,050
12	12,375	10,310
13	12,675	10,560
14	13,165	10,970
15	13,835	11,530

Senior Secretaries, \$250.00 each.

Plus \$100 service increments at the end of 5 and 15 years; \$150 service increment at the end of 20 years.

Secretaries beyond step 15 will receive longevity raise of \$1400.00 above their 1982-1983 salary. (12 month)

SCHEDULE A-2
Toms River Regional Schools
SECRETARIES' GUIDE, 1984-1985

Step	12 Month	10 Month
	\$	\$
0	9,150	7,625
1	9,460	7,885
2	9,800	8,165
3	10,130	8,440
4	10,460	8,715
5	10,800	9,000
6	11,145	9,290
7	11,490	9,575
8	11,885	9,905
9	12,200	10,165
10	12,480	10,400
11	12,885	10,735
12	13,265	11,055
13	13,615	11,345
14	14,480	12,065
15	15,220	12,685

Senior Secretaries, \$300.00 each.

Plus \$100 service increments at the end of 5 and 15 years; \$150 service increment at the end of 20 years.

Secretaries beyond step 15 will receive a longevity raise of \$1500.00 above their 1983-1984 salary. (12 months)

SCHEDULE A-3
Toms River Regional Schools

ATTENDANCE OFFICERS' GUIDE, 1983-1984

Step	10 Month
	\$
0	10,640
1	10,840
2	11,040
3	11,295
4	11,460
5	11,685
6	11,970
7	12,200
8	12,600
9	12,915
10	13,325

Plus \$100 service increments at the end of 5 and 15 years; \$150 service increment at the end of 20 years.

SCHEDULE A-3
Toms River Regional Schools

ATTENDANCE OFFICERS' GUIDE, 1984-1985

Step	10 Month
	\$
0	11,710
1	11,890
2	12,090
3	12,290
4	12,545
5	12,760
6	12,935
7	13,220
8	13,450
9	13,850
10	14,540

Plus \$100 service increments at the end of 5 and 15 years; \$150 service increment at the end of 20 years.

SCHEDULE A-3
Toms River Regional Schools
COACHES' GUIDE, 1983-1984

HS Head Coaches:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Football	\$ 1881	\$ 2131	\$ 2382	\$ 2633	\$ 2883	\$ 3134
Basketball	1692	1918	2144	2369	2595	2821
Wrestling						
Swimming	1504	1705	1906	2106	2307	2507
Baseball						
Soccer						
Cross Country						
Track (Spr. & Winter)	1410	1598	1786	1975	2163	2351
Field Hockey						
Softball						
Gymnastics						
Ice Hockey						
Golf						
Tennis	752	853	953	1053	1153	1254
Rifle						
Bowling	627	710	794	878	961	1045
Chess						

HS Assistant/Intermediate Coaches:

Football	1128	1279	1429	1580	1730	1881
Athletic Coordinator						
Basketball	1015	1151	1286	1422	1557	1692
Wrestling						
Swimming	903	1023	1143	1264	1384	1504
Baseball						
Soccer						
Cross Country						
Track (Spr. & Winter)	846	959	1072	1185	1298	1410
Field Hockey						
Softball						
Gymnastics						
Golf	451	512	572	632	692	752
Tennis						
Bowling	376	426	476	527	557	627

SCHEDULE A-4
Toms River Regional Schools
COACHES' GUIDE, 1984-1985

HS Head Coaches:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Football	\$ 2007	\$ 2274	\$ 2542	\$ 2809	\$ 3077	\$ 3344
Basketball	1806	2047	2287	2528	2769	3010
Wrestling						
Swimming	1605	1819	2033	2247	2461	2675
Baseball						
Soccer						
Cross Country						
Track (Spr. & Winter)	1505	1706	1906	2107	2307	2508
Field Hockey						
Softball						
Gymnastics						
Ice Hockey						
Golf						
Tennis	803	910	1017	1124	1231	1338
Rifle						
Bowling	669	758	847	936	1026	1115
Chess						

HS Assistant/Intermediate Coaches:

Football	1204	1364	1525	1685	1846	2007
Athletic Coordinator						
Basketball	1084	1228	1372	1517	1661	1806
Wrestling						
Swimming	963	1092	1220	1348	1477	1605
Baseball						
Soccer						
Cross Country						
Track (Spr. & Winter)	903	1023	1144	1264	1384	1505
Field Hockey						
Softball						
Gymnastics						
Golf	482	546	610	674	738	803
Tennis						
Bowling	401	455	508	562	615	669

SCHEDULE A-5
Toms River Regional Schools
EXTRACURRICULAR GUIDE, 1983-1985

	1983-1984	1984-1985
High Schools:		
Band Director	\$ 1315	\$ 1430
Assistant Band Director	990	1080
Rifle Squad	860	950
Treasurer-Bookkeeper, General Association Accounts	1315	1430
Student Council Visual Aids	1030	1130
Ticket Sales Coordinator	940	1040
Department Chairperson	825	900
Annual Cheerleading Twirling Newspaper Trouble Shooting	860	950
Publicity Coordinator	800	880
Student Activities Coordinator		
School Play:		
Director	1620	1800
Assisant Director	640	700
Stage Manager	420	470
Wardrobe Coordinator	340	380
Band Director		
Make-Up Coordinator	210	230
Class Advisors:		
Senior	880	970
Junior	670	740
Sophomore	440	490
Freshman	230	250

SCHEDULE A-5
Toms River Regional Schools
EXTRACURRICULAR GUIDE, 1983-1985

	1983-1984	1984-1985
Intermediate Schools:		
Newspaper and Yearbook	\$ 940	\$ 1040
Yearbook Business Manager	230	250
Bookkeeper Activity Account		
Yearbook Proofreader	110	130
Newspaper Proofreader		
Student Council	1030	1130
Color Guard		
Twirling	860	950
Flag Squad		
Operetta	2750	3020
Intramurals:		
Elementary Director	990	1090
High School		
Intermediate	12.60/hr.	13.25/hr.
Elementary		
Homebound/Bedside Instruction	13.65/hr. (with no travel payment)	14.35/hr.
Detention:		
High School	10.00/hr.	10.00/hr.
Intermediate School		
In-school Substitution:		
Per teaching period	13.15/hr.	13.80/hr.
Per study hall	6.60/hr.	6.90/hr.

SCHEDULE B

Toms River Regional Schools
PUPIL CALENDAR, 1983-1984

39	21	SEPTEMBER	Schools Open	1	Thursday
			Closed for Labor Day	5	Monday
	21	OCTOBER			
	18	NOVEMBER	Closed for N.J.E.A. Convention	10	Thursday
			Closed for Veterans Day	11	Friday
			Closed for Thanksgiving	24-25	Thursday-Friday
	17	DECEMBER	Closed for Holidays	26-30	Monday-Friday
	21	JANUARY	Closed for Holiday	2	Monday
			Schools Reopen	3	Tuesday
	17	FEBRUARY	Closed for Mid-Winter Recess (Energy Conservation)	16-17	Thursday-Friday
				20-21	Monday-Tuesday
	22	MARCH			
	15	APRIL	Closed for Spring Vacation	16-20	Monday-Friday
				23	Monday
22	MAY	Schools Reopen	24	Tuesday	
11		Closed for Memorial Day	28	Monday	
185	Days				

**ADDENDUM A
CONTRACT
1983 — 1985**

BETWEEN THE
BOARD OF EDUCATION
OF THE
TOMS RIVER REGIONAL
SCHOOL DISTRICT
AND THE
TOMS RIVER
SPECIAL EDUCATION PUPIL AIDES

PREAMBLE

This Agreement entered into this first day of July, 1983 by and between the Board of Education of Toms River Regional School District, Dover Township, New Jersey, hereinafter referred to as "The Board" and the Toms River Special Education Pupil Aides Association, hereinafter referred to as the "Association."

ARTICLE I RECOGNITION

A. The Board hereby recognizes the Toms River Education Association as the sole and exclusive representative for the Special Education Pupil Aides Association for collective negotiations concerning the terms and conditions of employment for all regularly employed special education pupil aides.

B. Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to male employees shall include female employees.

ARTICLE II NEGOTIATIONS PROCEDURE

A. In accordance with Chapter 123, P.L. of New Jersey 1974, the parties agree to enter into negotiations in good faith effort to reach agreement governing the terms and conditions of employment.

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

C. New rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE III GRIEVANCE PROCEDURE

A. Definition:

1. A "Grievance" shall mean a complaint by a special education pupil aide that there has been a personal loss, injury or inconvenience because of a violation of the provisions of this Agreement.

2. A "Grieved" is the person or persons making the claim.

3. A grievance to be considered under this procedure must be initiated in writing by the special education pupil aide within ten (10) school days from its occurrence.

B. Procedure:

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

- (b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2. Any employee who has a grievance shall discuss it first with the Director of Handicap Services in an attempt to resolve the matter informally at that level.

3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the Assistant Superintendent specifying:

- (a) The nature of the grievance and Article of Contract violated.
- (b) The nature and extent of the injury, loss or inconvenience.
- (c) The results of previous discussions.
- (d) His dissatisfaction with decisions previously rendered.

The Assistant Superintendent shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.

4. The employee, no later than five (5) school days after receipt of the Assistant Superintendent's decision, may appeal the Assistant Superintendent's decision to the Superintendent of Schools.

The appeal to the Superintendent must be made in writing reciting the matter submitted to the Director of Handicap Services as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee and the Assistant Superintendent.

5. If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) school days of receipt of the grievance by the Board.

6. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by third party, they shall so notify the Board through the Superintendent within ten (10) school days of receipt of Board's decision, except in the case of grievances involving any of the following which are not arbitrable:

- (a) A complaint of an Aide which arises by reason of his not being re-employed.
- (b) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner.
- (c) Any matter which according to law, is either beyond the scope of the Board's authority or limited to action by the Board alone.
- (d) A complaint by an Aide occasioned by the withholding of an increment.

7. (a) The following procedure will be used to secure the services of an arbitrator:

(1) A request will be made to the American Arbitration Association or the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrators in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association or the Public Employment Relations Commission to submit a second roster of names.

(3) If the parties are unable to determine within ten (10) school days of either the initial request for arbitration or the second request, which comes later, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association or the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

(b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be final and binding upon both parties. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's award. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearings.

C. Rights of employees to representation:

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the Assistant Superintendent's written decision made in response to a written grievance shall be given to the Association immediately.
3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

ARTICLE IV EMPLOYEES RIGHTS

A. As a duly selected body exercising governmental powers under cover of law of the State of New Jersey, the Board undertakes and agrees that it shall not discourage, or deprive or coerce any special education pupil aide in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974.

B. Whenever any special education pupil aide is required to appear before the Board or Committee thereof concerning any matter which could adversely affect the continuation of that special education pupil aide, in his employment or the salary of 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 person of his own choosing to advise and represent him during such meeting or interview.

ARTICLE V SALARIES

- A. The salary of each employee covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part of this Agreement.
- B. Aides who are employed on a regular ten (10) month basis for the same number of hours each week, shall be paid in twenty (20) equal semi-monthly installments.
- C. Aides employed on other than described in "B" shall be paid by voucher as in the past.
- D. Aides shall continue to enjoy payroll dues deduction privileges.
- E. Any special education pupil aide employed on or before February 1st will be considered to have one year experience on the following September 1st. Any special education pupil aide employed after February 1st will be considered a new employee on the following September 1st.

ARTICLE VI SICK LEAVE

- A. Special education pupil aides are entitled to ten (10) days sick leave each year.
- B. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- C. The Board of Education may at its discretion, request a Doctor's certificate prior to payment of salary for sick leave.
- D. Employees shall be given a written accounting of accumulated sick leave days no later than September 1 of each year.

ARTICLE VII EXTENDED LEAVES OF ABSENCE

- A. The Board shall grant maternity leave as per statutory regulations.

ARTICLE VIII TEMPORARY LEAVES OF ABSENCE

- A. Aides are entitled to the following non-accumulative leaves with pay:
 1. Three (3) days of personal non-accumulative leave, subject to advance notice and prior approval secured from the Superintendent.
 2. Up to five (5) school days in the event of death in the immediate family. Immediate family defined as: spouse, child, parent, brother, sister, or mother or father-in-law.
 3. Other leaves may be granted at the sole discretion of the Board and the decision of the Board is not subject to the Grievance Procedure.

ARTICLE IX MEDICAL EXAMINATIONS

A. The Board may at its discretion, require medical examinations by a physician designated by the Board to determine fitness for duty. The fee for any medical examination will be paid by the Board.

ARTICLE X SENIORITY

A seniority list shall be updated yearly.

The seniority list shall be based on the employee's first day of employment and shall be calculated by months or any part thereof.

In the event of the necessity of staff reduction, lay-off shall start at the bottom of the seniority list.

The last employee laid off will be the first to be rehired.

The lay-off pool shall continue for a period of eighteen (18) months after lay-off.

ARTICLE XI MISCELLANEOUS PROVISIONS

A. If any provision of the Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions 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. In the event any provision is held to be contrary to the law, the parties shall meet immediately to negotiate a provision to replace the illegal provision.

B. Copies of this Agreement shall be printed and the expense shall be shared equally by the Board and the Association as soon as possible after the Agreement is signed. A copy shall be presented to all employees now employed or thereafter employed.

C. The Association acknowledges and agrees that the employees of the Board of Education, which it represents, are prohibited by law the right to strike or to engage in any other concerted job actions such as work stoppage, slow-downs, sick-outs, which would disable or diminish the efficiency of the Board of Education in the discharge of its Constitutional or Statutory duties. Further, the Association agrees that any such action as stated above would constitute a material break of this Agreement.

D. Notice:

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 telegram or registered letter at the following addresses:

1. If by the Association to the Board:
100 School Street, P.O. Box 877
Toms River, New Jersey 08753
2. If by the Board to the Association:
8 Robbins Street
Toms River, New Jersey 08753

ARTICLE XII

AIDE EVALUATION

- A. All monitoring or observation of the work performance of an aide shall be conducted by the Administration openly and with the full knowledge of the aide. The aide shall receive a copy of any written evaluation.
- B. Once a year, upon two school-days' notice, an aide shall have the right to review the content of his personal file and to make reproduction of non-confidential file materials at his expense. No more than two aides, on any one day shall be given such review rights and no materials shall be removed from the file. An aide shall have the right to submit a written answer to any material contained in his file and have it attached to such material.
- C. Any material, which in the sole judgment of the Superintendent is of derogatory nature and which is to be placed in the personal file, shall be reproduced and a copy given the aide involved.
- D. The Evaluation form to be used will be jointly developed and agreed to by the Administration and T.R.E.A.

ARTICLE XIII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1983 and shall continue in effect until June 30, 1985.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

ASSOCIATION

BOARD OF EDUCATION

BY: _____
Its President

BY: _____
Its President

BY: _____
Its Secretary

BY: _____
Its Secretary

SCHEDULE A

Toms River Regional Schools

SPECIAL EDUCATION PUPIL AIDES' GUIDE,

1983 — 1984

Step	Salary Per Hour
0	\$ 5.15
1	5.65

1. Hourly increase is not automatic and requires satisfactory performance report by Director of Handicap Services.

2. The right to increase or decrease the work schedule shall remain an unilateral prerogative of the Board, and is not subject to Arbitration.

SCHEDULE A

Toms River Regional Schools

SPECIAL EDUCATION PUPIL AIDES' GUIDE,

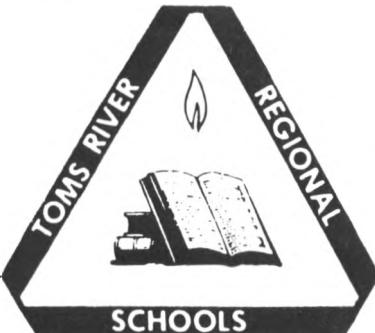
1984 — 1985

Step	Salary Per Hour
0	\$ 5.15
1	5.65
2	6.20

1. Hourly increase is not automatic and requires satisfactory performance report by Director of Handicap Services.

2. The right to increase or decrease the work schedule shall remain an unilateral prerogative of the Board, and is not subject to Arbitration.

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3/28/85

#830708
First.

TOMS RIVER REGIONAL SCHOOLS

ALBERT J. DIETRICH, SUPERINTENDENT OF SCHOOLS
54 Washington Street, Toms River, New Jersey 08753
Telephone: (201) 341-9200, Ext. 206

June 1, 1984

U.S. Department of Labor
Mr. George L. Stelluto
Associate Commissioner
Wages & Industrial Relations
Bureau of Labor Statistics
441 G Street N.W.
Washington, DC 20212

Dear Mr. Stelluto:

Reference your letter dated May 22, 1984 regarding Toms River Regional Schools regular school teachers Negotiation Agreement for 1983-1985.

We presently employ 1,094 certified professional staff members and 162 listed as other for a total of 1,256 employees.

If you should have any further questions please do not hesitate to contact my office.

Thank you for your time and cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Albert J. Dietrich".

Albert J. Dietrich
Superintendent of Schools

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