

AGREEMENT

between

THE AVON-BY-THE-SEA

BOARD OF EDUCATION

and

THE AVON-BY-THE-SEA

EDUCATION ASSOCIATION

JULY 1, 2004-JUNE 30, 2007

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PREAMBLE

This Agreement is entered into by and between the Board of Education of the Borough of Avon - By - The - Sea. hereinafter referred to as the "Board" and the Avon Education Association, hereinafter referred to as the "Association".

WHEREAS, the Board has an obligation pursuant to Chapter 123, Public Laws 1974, to negotiate with the Association as the representative of employees hereinafter designated, with respect to the terms and conditions of employment, and

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

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

ARTICLE #1
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining for the terms and conditions of employment for all certified personnel whether under contract, or on leave, employed by the Board. This includes full and part time teachers, but excluding personnel on a per diem basis and others excluded by law.

- B. Unless otherwise indicated, the term "teacher", when used hereinafter, shall refer to all professional employees represented by the Association in the negotiations unit defined above.

ARTICLE #2
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, and shall meet at reasonable time and negotiate in good faith with respect to grievances and terms and conditions of employment. Such negotiations shall begin not later than October 1, (unless extended by mutual consent) of the calendar year preceding the calendar year in which this Agreement expires. Any agreement negotiated shall be reduced to writing, signed by the Board and the Association, and be ratified by the Board and the Association.
- B. 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.
- C. Neither party, in any negotiations, shall have control over the selection of the negotiating representatives of the other party.

ARTICLE #3
GRIEVANCE PROCEDURE

- A. A grievance shall mean a complaint by an employee or representatives of employees concerning the interpretation, application, or violation of this contract.
- B. With respect to the grievance, the employee shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting the appeal. The employee shall have the right to present their own appeal or designate the representatives of the Association, or any other representative of their own choosing, to appear with them or for them at any step in the appeal after the informal meeting with the Superintendent, up to and including Step 4 outlined in the following procedures:

C. PROCEDURE

STEP 1 Any employee who has a grievance shall discuss it first with the Superintendent (within five (5) days of the occurrence of the incident) in an attempt to resolve the matter informally at that level.

STEP 2 If, as a result of this discussion, the matter is not resolved to the satisfaction of the employee within ten (10) or less school days, the employee may set forth the complaint in writing to the Superintendent. This letter shall contain a request for a meeting with the Superintendent within ten (10) school days after the receipt of this complaint. The employee may request representation at this meeting by any member of the Association. Following this meeting, the Superintendent shall communicate the decision to the employee in writing within five (5) school days.

STEP 3 If the grievance is not resolved to the employee's satisfaction, the employee may request a review by the Board. The request for review shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board shall, before the next regular Board meeting, or within fifteen (15) days of the receipt of the request, review the grievance, hold a hearing with the employee(s) if requested, and render a decision as quickly as possible, but within a period not to exceed thirty (30) calendar days.

STEP 4 If the grievance involves the interpretation of the language of this contract, the grievant may submit said grievance to binding arbitration within fifteen (15) school days after receipt of the decision of the Board. Within (10) ten school days, after such written notice of submission to binding arbitration, the Board and the grievant and/or the representative, shall attempt to agree upon a mutually acceptable

arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties then shall be bound by the rules of the American Arbitration Association in selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and grievant and shall hold hearing promptly. The arbitrator shall be requested to issue the decision not later than thirty (30) days from the date of the close of hearing, or if the oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth the findings, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power to make any decision which required the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The cost for services of the arbitrator shall be shared equally by the Board and the grievant and any other expenses incurred shall be paid by the party incurring same.

- D. All employees shall continue to be subject to the direction of the Superintendent until a decision is reached on the grievance. If the grievance is decided in favor of the employee, the Board shall reinstate any withheld back pay due to suspension.

ARTICLE #4
TEACHING HOURS AND LOAD

- A. No teacher shall be required to report for duty earlier than five (5) minutes before the opening of the pupil's school day, and shall be permitted to leave eight (8) minutes after the close of the pupil's school day, with the exception of days on which the normal schedule had been altered to accommodate testing, workshops, parent - teacher conferences, curriculum, or similar days.

- B. The teacher/student instructional day shall remain unchanged. There will be a change in the arrival and dismissal time for both teachers and students. Teachers will arrive no later than 8:05 a.m. and may leave the building at the end of the school day at 3:05 p.m. Non-instructional time shall be five (5) minutes before school and eight (8) minutes after school for teachers. Pupil contact time will remain five (5) hours and thirty-five (35) minutes. Effective January 1, 2005 the work day shall be extended an additional seven (7) minutes. The teachers shall leave fifteen (15) minutes after the students.

- C. Teachers may leave the building without requesting permission during their scheduled duty free lunch periods.

- D. Classroom teachers shall have two (2) daily preparation times in addition to their lunch period in which they shall not be assigned to any other duties. Effective ?s soon as possible, teachers are required to receive prior approval from the superintendent should they want to leave the building during a prep time. Requests shall not be unreasonably denied. Teachers are to remain in the building if not approved to leave.

- E. Substitute teachers shall be provided for all subject area teachers when they are absent. In the event that a substitute is not obtained and a teacher is required to cover a class, such teacher shall be reimbursed at the rate of \$20.90 in the first year, \$21.88 in the second year and \$22.89 in the third year for a missed preparation period.

- F. Any teaching staff member who shall be assigned lunchroom duty shall be compensated at the rate indicated on the attached Supplemental Position Schedule for each lunch period.

- G. Unit members shall not be required to drive students to activities, which take place away from the school building.

- H. Unit members who provide bedside instruction shall be paid at the rate of \$26.00 in the first year, \$27.22 in the second year and \$28.47 in the third year.

- I. Teachers requested by the Superintendent, to attend professional workshops, which are outside of the contractual workday, shall be reimbursed at the rate of \$100.00 for a full day's attendance.

- J. All teachers must attend Back - To - School Night and evening Parent - Teacher Conferences, as has been past practice. Supervising teacher(s) shall be required as has been past practice, to attend the following listed activities after school and/or evenings; Gym Show, Holiday Program, Science Fair, Art Show:, Spring Musical, Graduation.

- K. Evening conferences shall be set aside for the convenience for parents who are unable to attend day sessions. These terms must be mutually agreeable to parents, teachers, and the Superintendent.

- L. Staff meetings will be held once a month and will be one half (1/2) hour in duration.

ARTICLE #5
TEACHER EMPLOYMENT

- A. The Board agrees when possible, to hire only fully certified teachers holding/standard certificates issued by the New Jersey State Board of Examiners for every teacher in assignment.

- B. The Board may grant teachers with previous teaching experience in this district, upon returning to the system, credit on the salary guide for Board approved teaching experience. Peace Corps, VISTA, or National Teacher Training Corps, work and time spent on a Fullbright Scholarship up to a maximum set forth in the salary guide.

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

ARTICLE #6
SICK LEAVE AND OTHER LEAVES OF ABSENCE

- A. All full-time teachers shall be entitled to ten (10) sick leave days per school year which shall accumulate. These shall be in accordance with N.J.S.A. 18A:61. In addition, all teachers shall be granted two (2) additional non - accumulative sick leave days during the contract year, but only after ten (10) sick leave days have been used.
- B. Teachers shall be given written account of accumulated sick leave days not later than September 30th of each school year.
- C. Commencing with the 1982 - 1983 contract year, all unused personal leave days shall accumulate as sick days at the end of each school year.

ARTICLE #7
TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary, non-accumulative leaves absence with full pay:
1. Up to five (5) days bereavement leave shall be granted for members of the immediate family and three (3) days for in-laws.
 2. Three (3) days leave per year, for personal, legal business, household or family matters, which require absence during school hours. Application to the Superintendent for personal leave shall be made at least three (3) days before taking such leave except in emergency. The Superintendent may require a change of date if granting such leave would result in more than two classroom teachers being absent on the requested day(s).

Effective January 1, 2006, no personal days may be used immediately before or after a school recess.
 3. Teachers shall be provided opportunities to visit other schools and to attend meetings or conferences of an educational nature for the development of increased competence beyond that which they may attain through the performance of their assigned duties.
- B. The following and other temporary, non-accumulative leaves with full pay may be granted by the Board for good reason:
1. Up to six (6) consecutive calendar days at anyone time in the event of serious illness of a teacher's spouse, child, parent, brother, sister, or any other member of the family unit living in the same household.
 2. One (1) day in the event of the death of a teacher's friend or relative outside the teacher's immediate family.
 3. In the event the death of a teacher, staff member, or a student of this system, the Superintendent, may grant to an appropriate number of teachers sufficient time off to attend the funeral.
- C. Leaves taken pursuant to Sections A & B above shall not be considered as sick leave and the time shall not be deducted from the teacher's accrued sick leave.

ARTICLE #8
EXTENDED LEAVES OF ABSENCE

- A. The following and other leaves of absence without pay may be granted by the Board for good reason:
1. A leave of absence without pay of up two (2) years may be granted to any tenured teacher who joins the Peace Corp, VISTA, National Teacher Corps, Project Hope or serves as an exchange teacher to overseas, and is a full time participant in either.
 2. A leave of absence without pay of up to two (2) years may be granted to a teacher who is adopting an infant child. Such leave shall commence upon the receipt of de facto custody of said infant, or earlier, if necessary to comply with State and Federal regulations and laws.
 3. A leave of absence without pay of up to two (2) years maybe granted for the purpose of child birth and child care to a teacher who is pregnant, subject to the following provisions:
 - a) A teacher who becomes pregnant shall notify the Superintendent of the pregnancy at least three (3) months prior to the expectant date.
 - b) The Board has the right to require a medical certificate of a pregnant teacher's fitness to continue working or to return to work after pregnancy.
 - c) The leave shall start at the teacher's option, but must commence when the teacher can no longer work, and extends for the remainder of the current school year. In the case of a tenured teacher, if it is requested, said leave shall include the following school year if the request for extension is made by March 15th of the current year. In any case, the teacher's return must coincide with the beginning of the school year. The teacher must notify the Superintendent of the desire to return by March 15^h of the year prior to the return.
 - d) There will be no compensation for maternity leave.
 - e) No experience credit on the salary guide is granted for the prior of maternity leave, nor shall credit toward accrual of longevity be granted for maternity leave.
 4. A leave of absence without pay of up to one (1) year may be granted to tenured teachers for reasons of personal or family health. Additional leave may be granted at the discretion of the Board.

- B. In computing service to determine the employee's position on the salary guide at expiration of leave, time spent on leave shall not be counted as active service in this school district.

- C. An employee on leave of absence may return upon expiration of the leave when there is a position available for which the employee is qualified. Application to return from leave of absence should be filed with the Superintendent not later than March 15th preceding the September of the year of return.

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

ARTICLE #9
PROFESSIONAL DEVELOPMENT and EDUCATIONAL IMPROVEMENT

The Board agrees:

- A. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other sessions which a teacher is required and/or requested by the administration to take. To pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend such sessions.

- B. To reimburse the partial /cost of tuition of courses taken by any teacher for credit in an approved college course at the following rates providing that:
 - 1. Prior approval for each course has been given by the Superintendent.
 - 2. A minimum of two (2) credits is taken within the school year.
 - 3. Reimbursement shall be given after receipt of official notification of successful completion of the course(s).
 - 4. The maximum reimbursement of the cost of tuition of courses taken by any teacher is one thousand, five hundred (\$1,500.00) dollars.

- C. To cooperate with the Association in arranging in - service courses, workshops, conferences, and programs designed to improve the quality of instruction.

- D. Those teachers who have earned any additional credits or degrees shall be compensated at the rate above the Bachelor Level on the attached salary guide. Teachers earning their MA or M A+30 must submit notification and transcripts to the superintendent's office by August 15 to be eligible for movement on the guide as of September 1. Alternatively, teachers may submit notification and transcripts to the superintendent's office by January 15th to be eligible for movement on the guide as of February 1.

ARTICLE #10
INSURANCE PROTECTION

Current health benefits pursuant to Article #10 will remain in effect for the duration of the contract, until and unless changed by New Jersey State Health Benefits Program, hereinafter referred to as "N.J.S.H.B.P." Qualified unit member shall mean any employee working over twenty (20) hours per week.

- A. The Board shall pay the family contract cost for the N.J.S.H.B.P. for all qualified unit members. The Board Secretary shall administer the plan.
- B. Commencing with the 2001-2002 school year, the Board shall assume the full cost of the family co-payment prescription plan from N.J.S.H.B.P. The co-payment for the prescription insurance will change from \$1.00 to \$5.00 (generic brands) and from \$5.00 to \$10.00 (name brands), if permissible by the plan. The Board Secretary shall administer the plan.
- C. All current eligible employees will maintain their dental coverage as written by Horizon and the Board Secretary shall administer the plan. Commencing with the 2001-2002 school year, all employees working over (20) hours per week will be offered dental coverage subject to eligibility requirements of the N.J.S.H.B.P. Single dental coverage will be offered for those employees who are not tenured. Full family dental coverage will be offered once tenure is achieved.
- D. Commencing with the 2001-2002 school year, any employee hired after September 1, 2001 and working less than twenty (20) hours per week will not be eligible for any medical, prescription, or dental coverage.

As to rejoining or adding spouse/dependents to the plan due to a change in circumstance or hardship outside of the open enrollment periods (October 1st to October 31st), N.J.S.H.B.P. would ask for proof of change or hardship involved and could process the change on a monthly basis, as needed, after receiving proof of the event.

ARTICLE #11
DEDUCTION FROM SALARY

- A. All deductions from salary shall be in accordance with and subject to State Law.
- B. The Mon-Oc Credit Union deduction plan:
 - 1. Shall be administered by Mon-Oc Public Employees Federal Credit Union.
 - 2. Shall be voluntarily authorized in writing by the employees.
- C. Staff pay with all deductions shall be figured for the entire school year. This shall then be divided into twenty (20) equal installments to be paid semi - monthly during the school year.

ARTICLE #12
RETIREMENT

- A. Commencing with 1984-1985 school year, employees with twelve (12) or more continuous years of service in the Avon - By - The - Sea School District shall be compensated at the following rates multiplied by the accumulated sick leave standing to the credit of the employee upon voluntary retirement. Written notice of retirement must be provided to the Board at least sixty (60) days prior to termination of employment. The amount accruing and payable under the provision shall be reduced by any deduction required by law;

2004 - 2005 :	\$42.04
2005- 2006 :	\$43.93
2006- 2007:	\$45.95

ARTICLE #13
MISCELLANEOUS PROVISIONS

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

- B. Any individual contract between the Board and an individual unit member, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall control.

- C. Copies of this Agreement shall be printed and expenses shared by the Association and the Board, after agreement with the Association on format, within thirty (30) days after the Agreement is signed. Copies shall be presented to all unit members now employed or hereafter employed.

ARTICLE #14
SALARY GUIDES

- A. Salary Guides are attached.
- B. Supplemental Position Schedules are attached.

**ARTICLE #15
DURATION OF AGREEMENT**

This Agreement is effective from July 1, 2004 to June 30, 2007. It shall not be executed orally and it is expressly understood that it shall expire on the date indicated unless it is extended in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representative on this 11th day of April, 2005.

AVON BOARD OF EDUCATION

AVON EDUCATION ASSOCIATION

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Schedule A: Salary Guides

2004-2005

Step	BA	BA +15	MA	MA +30
1	39,310	40,096	41,670	43,246
2	40,292	41,078	42,652	44,228
3	41,300	42,086	43,660	45,236
4	42,332	43,118	44,692	46,268
5	43,391	44,177	45,751	47,327
6	44,475	45,261	46,835	48,411
7	45,587	46,373	47,947	49,523
8	46,727	47,513	49,087	50,663
9	47,895	48,681	50,255	51,831
10	49,092	49,878	51,452	53,028
11	50,320	51,106	52,680	54,256
12	52,333	53,119	54,693	56,269
13	54,426	55,212	56,786	58,362
14	57,691	58,477	60,051	61,627
15	61,153	61,939	63,513	65,089
16	67,880	68,666	70,240	71,816
17	69,102	69,888	71,462	73,038

*** the staff doesn't move from 2003-2004 to 2004-2005**

Longevity

0-10 Years	+0
11-15 Years	+\$375
16-20 Years	+\$750
21-25 Years	+\$1,125
25+ Years	+\$1,500

Schedule A: Salary Guides

2005-2006

Step	BA	BA +15	MA	MA +30
1	40,499	41,809	43,430	45,054
2	41,512	42,322	43,943	45,567
3	42,550	43,360	44,981	46,605
4	43,613	44,423	46,044	47,668
5	44,704	45,514	47,135	48,759
6	45,821	46,631	48,252	49,876
7	46,967	47,777	49,398	51,022
8	48,141	48,951	50,572	52,196
9	49,344	50,154	51,775	53,399
10	50,578	51,388	53,009	54,633
11	51,842	52,652	54,273	55,897
12	53,139	53,949	55,570	57,194
13	55,264	56,074	57,695	59,319
14	58,580	59,390	61,011	62,635
15	62,095	62,905	64,526	66,150
16	67,994	68,804	70,425	72,049
17	71,354	72,164	73,785	75,409

*** the staff moves one step from 2004-2005 to 2005-2006**

Longevity

0-10 Years	+0
11-15 Years	+\$375
16-20 Years	+\$750
21-25 Years	+\$1,125
25+ Years	+\$1,500

Schedule A: Salary Guides

2006-2007

Step	BA	BA +15	MA	MA +30
1	41,298	42,124	43,777	45,433
2	42,331	43,157	44,810	46,466
3	43,389	44,215	45,868	47,524
4	44,474	45,300	46,953	48,609
5	45,586	46,412	48,065	49,721
6	46,725	47,551	49,204	50,860
7	47,893	48,719	50,372	52,028
8	49,091	49,917	51,570	53,226
9	50,318	51,144	52,797	54,453
10	51,576	52,402	54,055	55,711
11	52,865	53,691	55,344	57,000
12	54,187	55,013	56,666	58,322
13	55,542	56,368	58,021	59,677
14	58,874	59,700	61,353	63,009
15	62,407	63,233	64,886	66,542
16	68,023	68,849	70,502	72,158
17	74,098	74,924	76,577	78,233

*** the staff moves one step from 2005-2006 to 2006-2007**

Longevity

0-10 Years	+0
11-15 Years	+\$375
16-20 Years	+\$750
21-25 Years	+\$1,125
25+ Years	+\$1,500

Schedule B: Supplemental Position Schedule

2004-2005

Soccer Coach, Boys	\$1,551.83
Soccer Coach, Girls	\$1,551.83
Boys Basketball	\$2,238.39
Girls Basketball	\$2,238.39
Cheerleading Advisor	\$1,895.63
Girls Softball Coach	\$1,551.83
Boys Baseball Coach	\$1,551.83
Safety Patrol Advisor	\$ 862.13
Eighth Grade Advisor	\$ 862.13
Head Teacher	\$1,120.24
Overnight Field Trip Stipend	\$ 431.59
Coordinate of CST	\$1,236.24
Substance Awareness Coordinator	\$ 862.13
National Junior Honor Society Advisor	\$ 494.29
Lunch room Supervisor	\$ 25.48 (per hour)
Technology Coordinator	\$2,299.00

Schedule B: Supplemental Position Schedule

2005-2006

Soccer Coach, Boys	\$1,624.76
Soccer Coach, Girls	\$1,624.76
Boys Basketball	\$2,343.59
Girls Basketball	\$2,343.59
Cheerleading Advisor	\$1,984.72
Girls Softball Coach	\$1,624.76
Boys Baseball Coach	\$1,624.76
Safety Patrol Advisor	\$ 902.64
Eighth Grade Advisor	\$ 902.64
Head Teacher	\$1,172.89
Overnight Field Trip Stipend	\$ 451.87
Coordinate of CST	\$1,294.34
Substance Awareness Coordinator	\$ 902.64
National Junior Honor Society Advisor	\$ 517.52
Lunch room Supervisor	\$ 26.67 (per hour)
Technology Coordinator	\$2,407.05

Schedule B: Supplemental Position Schedule

2006-2007

Soccer Coach, Boys	\$1,699.50
Soccer Coach, Girls	\$1,699.50
Boys Basketball	\$2,451.40
Girls Basketball	\$2,451.40
Cheerleading Advisor	\$2,076.02
Girls Softball Coach	\$1,699.50
Boys Baseball Coach	\$1,699.50
Safety Patrol Advisor	\$ 944.17
Eighth Grade Advisor	\$ 944.17
Head Teacher	\$1,226.84
Overnight Field Trip Stipend	\$ 472.66
Coordinate of CST	\$1,353.88
Substance Awareness Coordinator	\$ 944.17
National Junior Honor Society Advisor	\$ 541.32
Lunch room Supervisor	\$ 27.90 (per hour)
Technology Coordinator	\$2,517.78