

AGREEMENT

between the

BELMAR BOARD OF EDUCATION

and the

BELMAR TEACHERS' ASSOCIATION

2004-2005

and

2005-2006

and

2006-2007

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. Recognition by Board of Education .....	4
2. Negotiation of Successor Agreement .....	5
3. Grievance Procedure .....	6
4. Members Rights .....	11
5. Association Rights and Privileges .....	13
6. School Calendar .....	14
7. Nonteaching Duty .....	15
8. Employment .....	16
9. Salaries .....	18
10. Assignment and Hours .....	20
11. Voluntary Transfers and Reassignments .....	21
12. Involuntary Transfers and Reassignments .....	22
13. Promotions .....	23
14. Summer School Projects and Summer Federal Programs .....	24
15. Teacher Evaluation .....	25
16. Facilities .....	26
17. Curriculum Committee .....	27
18. Sick Leave .....	28
19. Temporary Leaves of Absence .....	30
20. Extended Leaves of Absence .....	32
21. Sabbatical Leaves .....	33
22. Maternity Leave .....	34
23. Insurance Protection .....	36
24. Personal and Academic Freedom .....	38
25. Deduction from Salary .....	39
26. Professional Development and Education Improvement .....	40
27. Advisory Council .....	42
28. Representative Fee .....	43
29. Meetings .....	46
30. Duration of Agreement .....	47

## PREAMBLE

This Agreement is entered into this 29<sup>th</sup> day of April, 2004, by and between the Board of Education of Belmar, New Jersey, from now on called the "Board", and the Belmar Teachers' Association, from now on called the "Association."

## PROVISIONS OF AGREEMENT

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

B. Copies of this Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is ratified by the Board and the Association.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association to the Board at 1101 Main Street, Belmar, New Jersey 07719.
2. If by Board, to the Association president. The address of the Association president shall be provided to the Superintendent upon the opening of school each year.

D. The Board and the Association agree to promote the statutes requiring affirmative action, that there shall be no discrimination, and that 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, gender, domicile, or marital status.

E. Any individual contract between the Board and any individual represented by the Association, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. Any contractual provisions of such an individual contract found to be inconsistent with the terms of this Agreement shall be void and this Agreement shall be controlling during its duration.

## ARTICLE 1

### RECOGNITION BY BOARD OF EDUCATION

The Board hereby recognizes the Association as the majority representative for collective negotiations concerning the terms and conditions of employment for all certified educational personnel, classroom aides and bus drivers employed under contract, or on leave, but excluding substitutes, psychologists, confidential employees and other excluded by the Act.

## ARTICLE 2

### NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations for a successor agreement according to the timetable established by the Public Employment Relations Commission. The agreement negotiated by the parties shall be reduced to writing and be signed by the Board and the Association.

B. This Agreement incorporates the entire understanding of the parties on all 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. 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.

D. Subject to the provisions of N.J.S.A. 34:13A-1 et seq., the Board agrees not to negotiate concerning the terms and conditions of employment of the teachers in the negotiating unit as defined in ARTICLE 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE 3  
GRIEVANCE PROCEDURE

A. Definition

A “grievance” shall mean a complaint by any person covered by this Agreement or the Association as to its rights under this Agreement that there has been a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of any established policy, agreement, or administrative decisions governing an employee except that the term “grievance” shall not apply to (1) any matter for which a method of review is prescribed either by law or any rule or regulation of the State Commissioner of Education, or (2) a complaint of a non-tenured teacher which arises by reason of not being re-employed, or (3) a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention required.

B. Principles

1. A grievance to be considered under this procedure must be initiated by the employee or the Association within thirty (30) calendar days of the time the employee or the Association should reasonably be expected to be aware of its occurrence.
2. 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 acceptance of the decision rendered at that step.
3. 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.

4. Notwithstanding anything to the contrary contained in this Article, it is agreed that if, in the judgment of the Association, a grievance affects a group of employees, the Association may submit such grievance in writing to the immediate supervisor.

5. Rights of Members to Representation.

(a) Any aggrieved person may be represented at all stages of the grievance procedure by the employee, or, at the employee's option, by a representative selected or approved by the Association.

(b) When a Member is not represented by the Association at the time of submission of the grievance to the Board of Education at the fifth step of the grievance procedure, the Association will be notified that the grievance is in process and 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.

(c) The Board and the Association shall assure an employee freedom from restraint, interference, coercion, discrimination or reprisal in presenting an appeal with respect to personal grievances.

6. Costs.

(a) Each party will bear the total cost incurred by themselves.

(b) The fees and expenses of the arbitrator are the only costs which will be shared by the Board and the Association and such costs will be shared equally.

7. Miscellaneous.

- (a) Forms for filing grievances shall be prepared by the Superintendent. The Association shall submit its recommendations with respect to the format.
- (b) All meetings and hearings under this procedure shall be conducted in private, except as may be required by law, and shall include all parties in interest, and their designated or selected representatives.

C. Procedure

1. Any employee who has a grievance shall discuss it first with the employee's immediate supervisor
2. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, the employee shall set forth the grievance in writing to the immediate supervisor specifying:
  - (a) the nature of the grievance.
  - (b) the nature and extent of the injury, loss or inconvenience.
  - (c) the relief which is sought.
3. The immediate supervisor shall communicate the decision to the employee in writing within five (5) school days of the receipt of the written grievance.
4. If the grievance is not resolved to the employee's satisfaction, the employee no later than five (5) school days after receipt of the of the immediate supervisor's decision, may request a review by the Superintendent of Schools. The request shall be submitted in writing to the Superintendent of Schools. The Superintendent shall communicate the decision to the employee in writing within ten (10) school days of the receipt of the written grievance.

5. If the grievance is not resolved to the employee's satisfaction, the employee 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 of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within fifteen (15) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.
6. If a decision of the Board does not resolve the grievance to the satisfaction of the employee and the Association wishes review by a third party, the Association shall so notify the Board through the Superintendent within ten (10) days of receipt of the Board's decision.
7. Notwithstanding the above provisions, if a grievance is filed based upon an action of an administrator or the Board, the grievant or the Association may present this grievance at the level at which it occurred.
8. The following procedure will be used to secure the services of an arbitrator:
  - (a) A joint request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.

- (c) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.
- (d) The decision of the arbitrator shall be binding upon the parties.

## ARTICLE 4

### MEMBERS RIGHTS

A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby agrees that every Member shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations as a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Member in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 et seq. or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any Member with respect to hours, wages, or any terms or conditions of employment covered by this Agreement by reason of membership in the Association and its affiliates, institution of collective negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any Member such rights as the Member may have under New Jersey School Laws or other applicable laws and regulations.

C. No Member shall be disciplined without just cause. Any such action asserted by the Board, or any agent or representative thereof shall be subject to the grievance procedure under this Agreement.

D. No Member shall be prevented from wearing Association pins or other similar identification of membership in the Association or its affiliates, providing the wearing of such identification does not cause any disruption of the functioning of the school.

E. Whenever any member is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that staff member in the office, position, employment, salary or salary increments, then the teaching staff member shall be

given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of the staff member's choosing present to advise and represent that person during such meeting or interview.

F. Any criticism by a Supervisor, Administrator or Board Member of a member shall be first made in confidence and not in the presence of students, parents or at any public gatherings until such time as a reasonable opportunity for review and response has been provided. Any criticism of a member by the Board, Board Members, the Superintendent or other supervisory or administrative personnel shall be first made in confidence and not in the presence of students, parents or at any public gatherings until such time as a reasonable opportunity for review and response has been provided.

G. The teacher shall maintain the primary right and responsibility to determine grades and other evaluations of students within the grading policies of the Belmar School District based upon the teacher's professional judgment of available criteria pertinent to any given subject area or activity to which the teacher is responsible. No grade or evaluation shall be changed without the teacher being notified and having had an opportunity to discuss the change.

## ARTICLE 5

### ASSOCIATION RIGHTS AND PRIVILEGES

A. Representatives of the Association, Monmouth County Education Association, New Jersey Education Association, and National Education Association may be permitted to transact official Association business on school property at reasonable times.

B. The Association and its representatives shall have the right to use the school building at reasonable hours for meetings.

C. The Association shall have the exclusive use of a bulletin board in each faculty lounge in the building.

D. The Association may use the school mailboxes in a reasonable manner with the permission of the Superintendent, provided that distribution of materials through the mailboxes will be effected by the Association.

E. United States mail addressed to Association representatives will be placed in their mailboxes.

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

G. The Board shall provide members of the executive board of the Association with copies of the agenda and minutes of all public meetings of the Board, and copies of newly adopted or amended policies or other regulations affecting teaching staff members. The Association shall provide the Board with the names of the members of the executive board of the Association on or before September 15 of each year.

H. The Association may appoint a committee to study orientation programs for new teachers and make recommendations to the Superintendent.

## ARTICLE 6

### SCHOOL CALENDAR

A. The Association shall meet with the Superintendent and submit to the Superintendent its recommendations for the school calendar on or before March 15 preceding the next school year.

B. Teachers shall report to school 187 days each year, of which 181 days shall be student instructional days. If a student instructional day is canceled, the school calendar shall be adjusted to provide for 181 student instructional days. The teacher calendar year shall be structured so that teachers report to school two days preceding the first student instructional day and report to school two days following the last student instructional day. Other days shall be scheduled for in-service training.

C. All other members of the Association shall comply to # B above.

ARTICLE 7  
NONTEACHING DUTY

A. No person represented by the Association, with the exception of the school nurse or nurses, shall be required to drive students to the students' home or to activities which take place outside of the school building.

B. Teachers will be assigned to non-teaching duties by the administration such as:

1. Lunchroom supervision.
2. Playground supervision.
3. Central detention supervision, not to exceed five (5) days per teacher per year.

C. Classroom aides shall maintain the existing practice.

## ARTICLE 8

### EMPLOYMENT

A. Previously accumulated unused sick leave days will be restored to all returning members from extended leaves of absence.

B. Tenured teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th. Non-tenured teachers shall be notified of their contract and salary status for the ensuing year no later than May 15th. The Association agrees that the Board does not have to quantify the salary status in the renewal notice when negotiations are in progress.

Renewal notifications submitted to non-tenured teachers shall be accepted or rejected within five (5) days of written notification. Failure to notify the Board of acceptance within five (5) days shall constitute rejection of the contract and create a vacancy.

Renewal notifications submitted to tenured teachers shall be returned within five (5) days of written notification.

C. The Board shall, in its sole discretion, have the authority to grant up to a maximum of full credit on the Teacher's Salary Schedule for previous outside teaching experience in a duly accredited public school upon initial employment with the school district. Additional credit not to exceed three (3) years for military experience and time spent on a Fulbright scholarship, may, at the sole discretion of the Board (except as required by law), be given upon initial employment.

D. The Board agrees to hire teachers holding standard certificates, provisional with advanced standing, or provisional through the alternative route method of certification issued by the Teachers Certification Office of the New Jersey Department of Education.

E. The Board shall make every effort to provide substitute teachers for all teaching personnel. In those cases in which substitutes are not available, the Association recognizes the responsibility of teachers to cover the classes of absent teachers. In the event a teacher is required to cover the class of an absent teacher

during a regularly scheduled preparation period, such teacher shall receive compensation at the following rates:

2004-2005 school year            \$35.00 per regular classroom period

2005-2006 school year            \$35.00 per regular classroom period

2006-2007 school year            \$40.00 per regular classroom period

F. All substitute teachers shall perform all duties of the absent teacher.

## ARTICLE 9

### SALARIES

A. The salaries of all members covered by this Agreement are set forth in Schedules A, B and C which are attached hereto and made a part hereof. The salary schedule for the 2004-2005 school year is Schedule A; the salary schedule for the 2005-2006 school year is Schedule B; and the salary schedule for the 2006-2007 school year is Schedule C. The salaries for non-academic positions are set forth on Schedule D, which is attached hereto and made a part hereof.

B.

1. Members shall be paid in twenty-two (22) equal installments during the school year.
2. Members may elect to have their salary deposited directly in the bank of their choice.
3. When a pay day falls on a legal holiday, members shall receive their pay checks on the day prior to the holiday.
4. Members shall receive their final pay check on the last scheduled pay period of the school year.

C. Members may elect to be paid on a summer payment plan pursuant to N.J.S.A. 18A:29-3, provided however, that notice of the election to be paid on this plan is given in writing to the Board Secretary on or before June 30th preceding the school year. In such event, payment to the member shall be made effective as of September 1st of the school year. If a member desires to discontinue the summer payment plan, notice shall be given in writing to the Board Secretary on or before June 30th preceding the school year.

D. The Board may withhold, for inefficiency or other good cause, any salary increment by a recorded roll call vote of the full membership of the Board. It shall be the duty of the Board, within ten (10) days of such action, to give written notice of its action to the member affected in a form substantially similar to that required by N.J.S.A. 18A:29-14.

E. Teachers shall be entitled to payment of the following amounts for extracurricular activities, which include homework lab, Saturday detention, chaperone dances, Saturday computer lab coverage and adult computer classes, clubs, home instruction and any new activities approved by the board:

<b>Contract Year</b>	<b>Payment</b>
2004-2005	\$35.00 per hour
2005-2006	\$35.00 per hour
2006-2007	\$40.00 per hour

F. During the term of this contract, teachers who have completed 25 to 29 years of service to the Board shall be paid an additional \$2,000 per year; teachers who have completed 30 or more years of service to the Board shall be paid an additional \$3,000 per year.

## ARTICLE 10

### ASSIGNMENT AND HOURS

A. Members shall be given written notice of their tentative class and subject assignments by May 15. The administration may alter, modify or change such assignments in the event of unusual circumstances or emergencies.

B. In the event a change is required in the tentative assignment, prompt written notice will be given to the teacher affected. If a long term assignment is made, a teacher shall receive one (1) day release time.

C. The Board will provide teachers with one preparation period on each school day. Preparation periods will have a duration of forty-five minutes. The Superintendent (or a designee) may eliminate a teacher's preparation period and assign the teacher to classroom duty in the event of an emergency or scheduling difficulties. If a teacher's preparation period is eliminated and the teacher is assigned to classroom duty, the teacher shall be compensated in accordance with the provisions of Article 8, Section E.

D. Members shall be required to report for duty at 8:00 a.m. and shall be permitted to leave after 3:00 p.m. on each school day (the student day will commence at 8:10 a.m. and end at 2:45 p.m).

E. Teachers shall receive one (1) day of in-service training during the normal work day in the event an assignment is made to a specialty area.

F. A teacher who is required to attend in-service training after the normal work day shall be compensated with release time. The release time shall be coordinated between the teacher and the administration.

G. Each classroom teacher aide shall receive a duty free lunch each day.

## ARTICLE 11

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Teachers who desire a change in grade and/or subject assignment may file a written statement of this desire with the Superintendent (or designee) and the Board Secretary not later than April 1 preceding the academic year for which the change is desired. The statement shall include the grade and/or subject to which the teacher desires to be assigned in order of preference. The request must be renewed in writing each year if it is not granted on initial application.

B. The Superintendent shall post a list of vacancies on March 15. The list shall include the educational background and work experience required for each position. In the event that vacancies occur after March 15, a list of such vacancies shall be posted not later than five (5) school days following the vacancies.

## ARTICLE 12

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

Involuntary transfers shall be accomplished as follows:

1. Definition - Transfers shall be construed as grade level or subject area.
2. In the event of an involuntary transfer or reassignment, the employee shall have the right to a conference with the Superintendent.
3. The teacher may, at his option, have a representative attend the conference with the Superintendent.

ARTICLE 13

PROMOTIONS

A. A notice of vacancy in a promotional position shall be posted in the school at least one (1) week before applications are due except under unusual circumstances. A copy of this notice shall be sent to the Association and each teacher. The list shall include the educational background and work experience required for each position.

B. Teachers who desire to apply for such vacancy shall submit their application in writing to the Superintendent within the time limit specified within the notice. When the vacancy described in the notice is filled, the Superintendent may destroy all applications for the position.

ARTICLE 14

SUMMER SCHOOL PROJECTS AND SUMMER FEDERAL PROGRAMS

A. All openings for positions in summer school projects, summer Federal projects, including Chapter I and other summer programs, shall be posted by the Superintendent in the school and a copy of the notice shall be sent to the Association. This list shall include the education background and work experience required for each position. Teachers desiring to apply for such openings shall submit their applications in writing to the Superintendent within the time limits specified in the notice. When the positions described in the notice have been filled, the Superintendent may destroy all applications for the position.

B. The hourly rate of pay for any summer program shall be:

2004/2005 school year	\$35 per hour
2005/2006 school year	\$35 per hour
2006/2007 school year	\$40 per hour

During each week a teacher is working in the summer program, the minimum number of hours of work shall be 16 hours and the maximum hours of work shall be 20 hours. All personnel hired for positions in the summer program shall be paid the stipulated hourly rate of pay without discrimination as to gender.

C. Aides and Bus Drivers will receive their current hourly rate of pay for any summer programs.

ARTICLE 15  
TEACHER EVALUATION

A. A teacher shall be advised an evaluation has been made and shall be given a copy of the evaluation report within two (2) days after the post evaluation/observation summary conference. No teacher shall be required to sign a blank evaluation form.

B. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

C. If derogatory reports or materials are to be retained for other than investigation, the teacher shall be given a copy of the reports or letters, which shall be initialed to acknowledge the receipt of the copy, and be given the opportunity to file a written answer to such material. This answer will be placed along with the derogatory material in the teacher's file. If the material is not to be retained, it shall be destroyed by the Superintendent.

D. During the school years 2004-2005, 2005-2006 and 2006-2007, the Board agrees not to subcontract for teacher evaluation responsibilities. It is agreed that this provision does not preclude officials from state and federal agencies to evaluate school programs under their legal authority as agents of the state or federal government.

ARTICLE 16

FACILITIES

A. The Association may install a soda machine in each faculty room. The cost of this item shall be borne by the Association and the profits, if any, shall be the property of the Association.

B. The Association shall have the privilege to install additional facilities in the faculty rooms provided that such facilities do not require structural changes.

C. The Board shall provide an adequate air conditioner in each faculty room.

D. The Board shall provide a telephone in each faculty room.

ARTICLE 17

CURRICULUM COMMITTEE

A. A joint Curriculum Committee will be formed within one (1) month of the opening of the school in the fall term. It shall be chaired by the Curriculum Coordinator, or designated individual. Meetings of the Curriculum Committee will be held five (5) times per year or more as needed. Only instructional issues relating to curriculum and program development will be topics for discussion.

B. Minutes will be provided by the Curriculum Coordinator, or designated individual to the Superintendent, Principal, Board of Education and all teaching staff members.

## ARTICLE 18

### SICK LEAVE

A. All members employed shall be entitled to ten (10) sick leave days each school year as of the first official day of the school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Sick leave shall be defined to include the sickness of a member, the member's spouse and/or children.

C. Any member who is absent five (5) or more consecutive school days must submit a medical certificate from the attending physician stating the medical basis of the sickness of the member or the member's spouse and/or children.

Any member who is absent twenty (20) or more consecutive school days must submit a medical certificate providing a second opinion from a physician specializing in the area of the sickness of the member or member's spouse and/or children. The Board shall select a physician to provide this certificate, and the cost of the medical examination shall be paid for by the Board. Alternatively, the member shall have the option to submit a medical certificate from a physician specializing in the area of the sickness of the member or member's spouse and/or children (other than the physician who originally submitted the certificate based upon absence of five (5) or more consecutive days). In this event, the cost of the medical examination shall be paid for by the member.

If a member refuses to submit to a medical examination by a physician designated by the Board or a physician selected by the member to provide this second opinion, absence thereafter shall be treated as unauthorized leave.

The above provisions shall not apply to leave taken by a member under Article 22 (Maternity Leave) or the Family Leave Act.

D. Any member who is absent on a day immediately prior to or after an extended vacation period must submit a medical certificate from the attending physician stating the medical basis of the sickness of the member or the member's

immediate family. An extended vacation period is defined to be a vacation of more than one day. Member's immediate family is defined to be member's spouse, significant other, children, grandparents, parents, or any other person permanently residing in the same domicile.

E. When sick leave exceeds the total leave permitted under this Article, the Board may, in its sole discretion, exercise one of the following options:

1. The teacher, on a case by case basis as determined by the Board, may receive salary less the compensation paid to a substitute teacher.
2. A sum equal to 1/200th of the member's annual salary will be deducted from the member's pay for each day of absence.

F. All teachers with twenty (20) years teaching experience shall be paid upon retirement from the school district, the following sums for each accumulated sick day:

<b>School Year of Retirement</b>	<b>Per Diem Compensation</b>	<b>Maximum Compensation</b>
2004-2005	\$65.00 per day	\$13,000
2005-2006	\$75.00 per day	\$15,000
2006-2007	\$75.00 per day	\$15,000

G. All aides/bus drivers with twenty (20) years of service to the school district shall be paid upon retirement from the school district; the following sums for each accumulated sick day:

<b>School Year of Retirement</b>	<b>Per Diem Compensation</b>	<b>Maximum Compensation</b>
2004-2005	\$40.00 per day	\$8,000
2005-2006	\$40.00 per day	\$8,000
2006-2007	\$40.00 per day	\$8,000

## ARTICLE 19

### TEMPORARY LEAVES OF ABSENCE

A. Members shall be entitled to the following temporary nonaccumulated leaves of absence with full pay each school year:

1. Death in "immediate family" - Upon the death of a member of the immediate family of the employee, the employee shall be granted five (5) consecutive days leave without deduction of pay. Death of relative outside immediate family - Each employee shall be allowed absence of one (1) day without deduction of pay. For this purpose, "immediate family" shall be interpreted as meaning: husband, wife, children, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, grandchild, significant other, or others residing in the same domicile at the time of death or illness.
2. Three (3) days personal leave may be allowed to members. Provisions for religious holidays are included in this area. Two (2) days of the personal leave are at the discretion of the Superintendent. Members must notify the Superintendent, in writing, in advance of day requested stating reason for request. One day's personal leave shall be at the discretion of the member in cases of emergency. Unused personal days will be converted to sick days at the rate of one (1) sick day for each unused personal day. Further, no personal leave will be granted one day prior to or after Thanksgiving or an extended vacation period. An extended vacation period is defined to be a vacation or more than one day.
3. Time necessary for appearance in any proceeding connected with the member's employment or with the school system or in any other legal proceeding if the member is subpoenaed to attend.
4. A leave of absence may be granted to a member called for jury service. The Board shall pay an amount equal to the difference between the

member's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the member reports for or performs jury duty on which the member otherwise would have been scheduled to work.

5. A leave of absence of up to five (5) days without pay may be granted to a member at the time of marriage. Application should be made to the Superintendent.

## ARTICLE 20

### EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to one (1) year shall be granted to any teacher who serves as an exchange member or accepts a Fulbright Scholarship.

B. A leave of absence without pay of up to one (1) year may be granted to a tenured teacher, only for the purpose of caring for a sick member of the teacher's immediate family. Request, in writing, must be made of the Board, through the Superintendent for approval. In addition, the leave must coincide with the school calendar year.

C. All unused accumulated sick leave to which a teacher was entitled, at the time the leave commenced, shall be restored to the teacher upon return to duty.

D. Other leaves of absence without pay may be granted by the Board, in its discretion, provided that a written statement is submitted to the Superintendent setting forth the reasons for the request and further provided that the Superintendent recommends approval to the Board.

ARTICLE 21  
SABBATICAL LEAVES

A. A sabbatical leave may be granted to a teacher at the sole discretion of the Board, subject to the following conditions:

1. Application for a sabbatical leave shall be made through the Superintendent.
2. Only one (1) staff member will be given a sabbatical leave per year.
3. Sabbatical leave will be for one school calendar year and be granted for graduate work or travel which relates to the teacher's subject area.
4. The teacher requesting a sabbatical leave must have completed at least seven (7) full school years of service in the Belmar School District.
5. A teacher on sabbatical leave shall be paid by the Board at fifty (50%) percent of the salary and receive all of the benefits the teacher would have received if the teacher had remained on active duty.
6. Upon return to the District, the teacher must agree to remain with the School District for a minimum of two (2) years.
7. Upon return, the teacher shall be entitled to advance to the next level of the salary schedule receiving the benefit of any salary increase granted during the term of the sabbatical leave, providing all requirements of the sabbatical leave policy have been satisfactorily fulfilled.

ARTICLE 22  
MATERNITY LEAVE

A. The Board of Education shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant members on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq. and this agreement.

B. It is recognized that a member's maternity leave application involves both a disability and a child-care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child-care phase is that period of time selected by the member which follows the disability phase during which time the member voluntarily suspends a teaching career to care for the new born child.

1. Disability phase. Any member seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of the application, which shall be made upon sixty (60) days notice to the Board, the member shall specify in writing the date on which the member wishes to return to work after the birth. The Board shall require any member to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period as certified jointly by the member's and the Board's physicians may be applied against accumulated leave time at the option of the member.
2. Child-care phase. Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child-care purposes as defined above, the tenured teacher shall be granted, at the teacher's discretion, a leave for (a) the balance of the school year in which the birth occurred, or (b)

the balance of the school year in which the birth occurred and the entire following school year. Teachers on maternity leave desiring to switch from option 2(a) to option 2(b) shall notify the Superintendent by March 15 of the year in which the maternity leave was taken. Any further extensions of child-care leave shall be discretionary with the Board of Education.

The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which leave is obtained.

C. No member shall be barred from returning to work after the birth of a child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and the desired date of return except as is provided herein. Nothing contained in this article shall be construed to preclude the Board from requiring any member after the birth of a child to produce a certificate from a physician showing that the member is physically capable of resuming employment duties.

D. A member returning from pregnancy leave of absence shall be entitled to all benefits to which members returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

## ARTICLE 23

### INSURANCE PROTECTION

A. The Board shall pay the full premium for employee only health, prescription drug and dental insurance for all employees.

B. The Board shall pay the full premium of the base coverage for employee and family health, prescription drug and dental insurance for each tenured teacher or each covered employee employed by the Board for three years and one day or more, providing that they were hired on or before June 30<sup>th</sup>, 2004.

For those employees hired prior to June 30<sup>th</sup>, 2004 the Board will pay 90% of the Base Coverage premium for dependent coverage until such time as they receive tenure or are employed for 3 years and one day. Upon such time, the Board will pay the full premium for employee and family benefits as outlined in the preceding paragraph.

For those employees hired after June 30<sup>th</sup>, 2004 the Board will pay 90% of the Base Coverage premium for dependent coverage and the employee will pay 10% of the dependent coverage. Employee only coverage is paid by the Board as outlined in Section A.

C. Base Coverage is defined as the Base Health Insurance Plan (for 2004-2005 the coverage is Blue Cross/Blue Shield Direct Access) with in-network coverage and 70% out of network coverage, prescription drug coverage with a \$5/\$10 co-pay program, and dental insurance.

D. The Board shall select the appropriate insurance carrier; provided however, that insurance benefits are at least equal to the agreed upon coverage as described in the plan descriptions. Employees who wish to have coverage under the prior Blue Card PPO may pay the difference between the base plan and the Blue Card PPO at their own expense.

E. A member who voluntarily waives health and prescription drug insurance coverage shall receive the following annual stipend to be paid in a single lump sum in June of the school year:

WAIVER OF EMPLOYEE ONLY COVERAGE - \$1,900

WAIVER OF EMPLOYEE, SPOUSE AND/OR DEPENDENT COVERAGE - \$5,000

ARTICLE 24

PERSONAL AND ACADEMIC FREEDOM

A. The personal life of a member is not an appropriate concern of the Board except as it may affect the member's performance in assigned functions. Any discussion of a member by the Board, Board Members, the Superintendent or any other supervisory or administrative personnel shall be first made in confidence and not in the presence of students, parents, or any public gatherings until such time as a reasonable opportunity for review and response has been provided.

B. Members are entitled to the rights guaranteed by the Constitution of the United States and the Constitution of the State of New Jersey as such rights have been interpreted.

C. The parties hereto agree that it is important to foster the principle of academic freedom insofar as the attainment of that goal is not inconsistent with the proper functioning of the school system.

ARTICLE 25

DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its members dues for the Belmar Teachers' Association, Monmouth County Education Association, New Jersey Education Association or National Education Association, or any one or any combination of such Associations as members individually and voluntarily authorize the Board to deduct. The Board agrees to deduct Association dues in accordance with N.J.S.A. 52:14-15.9e and under rules established by the State Department of Education.

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

C. Each member shall be offered the opportunity to authorize a salary deduction for participation in a Tax-Sheltered Annuity of the member's choice.

## ARTICLE 26

### PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

A. All certificated personnel under contract may obtain reimbursement for the cost of tuition for a maximum of twelve (12) semester hours of credit per school year (July 1st through June 30th - including summer season) on the following basis:

1. Course selections are made in conjunction with the Superintendent.
2. Maintenance of a grade "B" or better.
3. The full cost of tuition credits for academic subjects will be reimbursed.
4. One-half of the cost of tuition credits for administration or supervision courses will be reimbursed.

Any member participating in the tuition reimbursement program must remain with the School District for a period of two years following the completion of the advanced degree or new certification. Any members who leaves the District prior to the two year commitment shall be required to reimburse the Board of Education for the Tuition Reimbursement received based on the following schedule:

1. Leaving the district prior to the completion of one full year following the receipt of an advanced degree or new certification - 100% reimbursement of tuition.
2. Leaving within the second year of receiving an advanced degree or new certification - 50% reimbursement.

The full repayment must be repaid to the Board of Education in either a lump sum on or before June 30<sup>th</sup> of the year following the member's resignation or in annual installments beginning on or before June 30<sup>th</sup> of the year following the member's resignation. The full repayment must be made within the time period that the member received reimbursement but not to exceed 5 years.

B.

1. The Association and the Board have a mutual responsibility to promote better instruction. The Board welcomes Association contributions to all aspects of strengthening the education program to best meet the needs of the students, the school, and the community.
2. The Association may cooperatively participate in any aspect of an experimental or other project or program proposed by the Board. Participation shall include, but not be limited to inquiry, study, research, deliberations, recommendations, implementation and evaluation of the proposed system.

C. The Board of Education shall provide the resources and opportunities to teachers to meet the 100 hours of personnel staff development required by the Administrative Code and statutes of the State of New Jersey by approving the annual staff development plan submitted by the Local Professional Staff Development Committee. The Committee will recommend in-service topics that relate to the core curriculum standards that will be presented to the staff by experts in the field who are approved by the State Department of Education as providers. The 100 hours of professional development will be conducted on site during designated days on the school calendar.

## ARTICLE 27

### ADVISORY COUNCIL

A joint Advisory Council consisting of five (5) members of the Association appointed by the Association, three (3) members of the Board of Education appointed by the Board of Education, and two (2) administrators appointed by the Board of Education, is hereby established. The Council shall meet at least four times a year or as the need arises and discuss matters of mutual concern in the Belmar School District. The primary function of the Council is to recommend for consideration by the Board of Education the establishment of policies and practices pertinent to the functioning of the District. Nothing in this Article shall be interpreted to prevent the Council from consulting or appointing to its committees, such additional members, teachers, administrators, students, parents, or Board of Education members as the original members herein designated shall determined are desirable and appropriate for the Council. The intent of this Article is not to circumvent standing procedure and policies relating to specific cases or controversies.

ARTICLE 28  
REPRESENTATIVE FEE

A. Purpose of Fee

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

B. Amount of Fee

1. Notification.

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum.

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representative fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become

effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification.

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those members who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such members, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule.

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

- (a) 10 days after receipt of the aforesaid list by the Board;  
or
- (b) 30 days after the member begins employment in a bargaining unit position, unless the member previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the member's employment in a bargaining unit position, whichever is later.

3. Termination of Employment.

If a member who is required to pay a representation fee terminates 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 member during the membership year in question.

4. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes.

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and the changes will be reflected in any deductions made more than 10 days after the Board received notice.

6. New Teachers.

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 teachers who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such teachers.

D. Indemnification

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

ARTICLE 29

MEETINGS

Teachers shall be required to attend not more than one faculty meeting per month and one grade level meeting per month. The duration of these meetings shall be approximately forty-five (45) minutes.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004 and shall continue in full force and effect until June 30, 2007. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof, the parties have caused this Agreement to be signed by its authorized representatives.

ATTEST:

BELMAR BOARD OF EDUCATION

\_\_\_\_\_

BY: \_\_\_\_\_

LORETTA HILL, Board Secretary

MATTHEW SHARIN, President

BELMAR TEACHERS' ASSOCIATION

BY: \_\_\_\_\_

SUZANNE D'AVANZO, Co-President

\_\_\_\_\_

TINA CONNELLY, Co-President

SCHEDULE A  
2004 - 2005

Step	BA	Masters	Masters + 30
1	36,000	36,500	37,100
2	36,500	37,200	37,600
3	37,800	38,300	38,900
4	38,000	39,000	40,000
5	40,000	41,000	42,000
6	41,800	42,800	43,800
7	43,200	44,300	45,200
8	45,000	46,000	47,000
9	47,000	48,100	49,600
10	50,500	51,600	53,100
11	55,000	56,100	57,600
12	59,000	60,100	61,600
13	64,400	65,900	67,000
14	71,000	72,700	74,200
LS + 25-29 years of service	73,000	74,700	76,200
LS + 30 years of service	74,000	75,700	77,200

SCHEDULE B  
2005 - 2006

<b>Step</b>	<b>BA</b>	<b>Masters</b>	<b>Masters + 30</b>
1	38,000	38,500	39,100
2	38,500	39,000	39,600
3	39,000	39,700	40,300
4	40,000	41,000	42,000
5	41,500	42,500	43,500
6	43,000	44,000	45,000
7	45,000	46,000	47,000
8	47,000	48,000	49,000
9	49,200	50,200	51,800
10	52,000	53,100	54,600
11	55,500	56,600	58,100
12	60,000	61,100	62,600
13	65,500	66,600	68,100
14	72,000	73,700	75,200
LS + 25-29 years of service	74,000	75,700	77,200
LS + 30 years of service	75,000	76,700	78,200

SCHEDULE C  
2006 - 2007

<b>Step</b>	<b>BA</b>	<b>Masters</b>	<b>Masters + 30</b>
1	40,000	40,500	41,100
2	40,500	41,000	41,600
3	41,500	42,000	42,600
4	42,000	43,000	44,000
5	43,000	44,000	45,000
6	44,000	45,000	46,000
7	46,000	47,000	48,000
8	48,500	49,500	50,500
9	50,000	51,100	52,600
10	52,800	53,900	55,400
11	55,700	56,800	58,300
12	60,100	61,200	62,700
13	66,000	67,100	68,600
14	73,000	74,700	76,200
LS + 25-29 years of service	75,000	76,700	78,200
LS + 30 years of service	76,000	77,700	79,200

SCHEDULE D

NON-ACADEMIC GUIDES

<b>Guide A 1 -3 years</b>			
	<b>2004/2005</b>	<b>2005/2006</b>	<b>2006/2007</b>
Band	2,500	2,675	2,862
Chorus	1,561	1,670	1,787
Soccer Coach	2,291	2,451	2,623
Softball Coach	2,291	2,451	2,623
Baseball Coach	2,291	2,451	2,623
Cheerleading Coach	2,603	2,785	2,980
Basketball Coach	2,603	2,785	2,980
Audiovisual	2,083	2,229	2,385
Wrestling Coach	2,603	2,785	2,980
Athletic Director	2,996	3,206	3,430
<b>Guide B 4+ years</b>			
	<b>2004/2005</b>	<b>2005/2006</b>	<b>2006/2007</b>
Band	3,358	3,509	3,667
Chorus	1,628	1,701	1,778
Soccer Coach	2,951	3,084	3,223
Softball Coach	2,951	3,084	3,223
Baseball Coach	2,951	3,084	3,223
Cheerleading Coach	2,951	3,084	3,223
Basketball Coach	3,867	4,041	4,223
Audiovisual	2,544	2,658	2,778
Wrestling Coach	3,867	4,041	4,223
Athletic Director	3,674	3,839	4,012
<b>Extracurricular Guide</b>			
Newspaper Advisor	1,800	1,800	1,926
Drama Club Advisor	2,250	2,250	2,408
Computer Club Advisor	1,800	1,800	1,926
Yearbook Advisor	1,800	1,800	1,926
Lip Synch Advisor	2,000	2,000	2,140
Stretch Team Coach	2,000	2,000	2,140
Peer Leader Advisor	2,150	2,150	2,301
Literary Magazine Advisor	1,200	1,200	1,284
Field Day Chairperson	1,000	1,000	1,070
Hourly Compensation	35	35	40