

**AGREEMENT**

**2007 – 2010**

**SEASIDE HEIGHTS  
EDUCATION ASSOCIATION**

**\***

**SEASIDE HEIGHTS  
BOARD OF EDUCATION**

*Special Education Paraprofessionals*

*Salary Guide 2009 - 2010*

*(Work 6.5 hours per day)*

Step	2008-09 Salary	Step	2009-10 Salary
1	\$21,000	1	\$21,000
2	22,000	2	23,000
3	23,000	3	25,000

Plus: \$200 service increment at the end of 5 years.  
\$300 service increment at the end of 10 years.  
\$400 service increment at the end of 15 years.  
\$500 service increment at the end of 20 years.

Annual increase is not automatic and requires satisfactory performance report by Principal.

The right to increase or decrease the work schedule shall remain a unilateral prerogative of the Board of Education and is not subject to arbitration.

Any Paraprofessional possessing a substitute teaching certificate shall receive a two thousand dollar stipend (\$2,000) allocated equally over each pay period. Any days in excess of 57 days shall be compensated at \$35 per day in addition to the above referenced \$2,000.

*Special Education Paraprofessionals  
Salary Guide 2008 - 2009  
(Work 6.5 hours per day)*

Step	2007-08 Salary	Step	2008-09 Salary
2	19,000	1	\$21,000
3	20,000	2	22,000
4	21,000	3	23,000
5	23,000		

**PREAMBLE**

This Agreement entered into the 1st day of July 2007 by and between the Board of Education of the Seaside Heights School District, New Jersey, hereinafter called the "Board" and the Seaside Heights Education Association, hereinafter called the "Association".

Plus: \$200 service increment at the end of 5 years.  
 \$300 service increment at the end of 10 years.  
 \$400 service increment at the end of 15 years.  
 \$500 service increment at the end of 20 years.

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Step	2006-07 Salary	Step	2007-08 Salary
1	\$15,800		
2	15,950		
3	16,100	1	18,000
4	16,650	2	19,000
5	17,100	3	20,000
6	17,650		
7	18,750		
8	19,200	4	21,000
		5	23,000

Plus: \$200 service increment at the end of 5 years.  
 \$300 service increment at the end of 10 years.  
 \$400 service increment at the end of 15 years.  
 \$500 service increment at the end of 20 years.

Annual increase is not automatic and requires satisfactory performance report by Principal.

The right to increase or decrease the work schedule shall remain a unilateral prerogative of the Board of Education and is not subject to arbitration.

Any Paraprofessional possessing a substitute teaching certificate shall receive a two thousand dollar stipend (\$2,000) allocated equally over each pay period. Any days in excess of 57 days shall be compensated at \$35 per day in addition to the above referenced \$2,000.

*Teacher's Salary Guide 2009-2010*

Step	Bachelor's Degree	Bachelor's Degree + 30 Credits	Master's Degree	Master's Degree + 30 Credits	Doctorate Degree
1	\$44,500	\$45,400	\$46,000	\$46,800	\$47,800
2	46,000	46,900	47,500	48,300	49,300
3	48,000	48,900	49,500	50,300	51,300
4	49,500	50,400	51,000	51,800	52,800
5	54,500	55,400	56,000	56,800	57,800
6	57,000	57,900	58,500	59,300	60,300
7	61,000	61,900	62,500	63,300	64,300
8	65,000	65,900	66,500	67,300	68,300
9	66,000	66,900	67,500	68,300	69,300
10	67,000	67,900	68,500	69,300	70,300
11	67,500	68,400	69,000	69,800	70,800
12	71,000	71,900	72,500	73,300	74,300
	79,000	79,900	80,500	81,300	82,300

Plus: \$200 service increment at the end of 5 years.  
 \$300 service increment at the end of 10 years.  
 \$400 service increment at the end of 15 years.  
 \$500 service increment at the end of 20 years.

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*Teacher's Salary Guide 2008-2009*

**SECTION 1**  
**GENERAL PROVISIONS**  
**Applies to all**

Step	Bachelor's Degree	Bachelor's Degree + 30 Credits	Master's Degree	Master's Degree + 30 Credits	Doctorate Degree
1	\$43,500	\$44,400	\$45,000	\$45,800	\$46,800
2	45,000	45,900	46,500	47,300	48,300
3	47,000	47,900	48,500	49,300	50,300
4	50,000	50,900	51,500	52,300	53,300
5	54,500	55,400	56,000	56,800	57,800
6	57,500	58,400	59,000	59,800	60,800
7	61,000	61,900	62,500	63,300	64,300
8	63,000	63,900	64,500	65,300	66,300
9	65,000	65,900	66,500	67,300	68,300
10	66,500	67,400	68,000	68,800	69,800
11	67,000	67,900	68,500	69,300	70,300
12	71,000	71,900	72,500	73,300	74,300
	77,000	77,900	78,500	79,300	80,300

Plus: \$200 service increment at the end of 5 years.  
 \$300 service increment at the end of 10 years.  
 \$400 service increment at the end of 15 years.  
 \$500 service increment at the end of 20 years.

*Teacher's Salary Guide 2007-2008*

Step	Bachelor's Degree	Bachelor's Degree + 30 Credits	Master's Degree	Master's Degree + 30 Credits	Doctorate Degree
1	\$42,500	\$43,400	\$44,000	\$44,800	\$45,800
2	43,500	44,400	45,000	45,800	46,800
3	47,000	47,900	48,500	49,300	50,300
4	50,000	50,900	51,500	52,300	53,300
5	53,500	54,400	55,000	55,800	56,800
6	57,500	58,400	59,000	59,800	60,800
7	59,500	60,400	61,000	61,800	62,800
8	63,000	63,900	64,500	65,300	66,300
9	64,500	65,400	66,000	66,800	67,800
10	67,000	67,900	68,500	69,300	70,300
11	69,500	70,400	71,000	71,800	72,800
12	72,000	72,900	73,500	74,300	75,300
	75,500	76,400	77,000	77,800	78,800

Plus: \$200 service increment at the end of 5 years.  
 \$300 service increment at the end of 10 years.  
 \$400 service increment at the end of 15 years.  
 \$500 service increment at the end of 20 years.

**ARTICLE 1 - RECOGNITION**

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

- Certified teaching personnel
- Special Education Teachers
- Guidance Counselors
- School Nurse
- Librarian
- Learning Disabilities Specialists
- Social Workers
- Speech Correctionists
- School Psychologist
- Paraprofessionals
- Child Study Team members

but excluding:

- Administrators
- Supervisors of Instruction
- Custodians
- Cafeteria Employees
- Transportation Employees
- All Other Employees of the Board

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

**ARTICLE 2 - NEGOTIATION PROCEDURE**

A. In accordance with Chapter 123, Public Law 1974, New Jersey Employer and Employee Relations Act, the Board and the 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 counter proposals 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,

the Association for inspection, all pertinent records, data and information of the Seaside Heights School District which are within the public domain.

*SEASIDE HEIGHTS SCHOOL DISTRICT  
Extracurricular Guide*

C. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the employees involved are free from assigned instructional responsibilities. All costs shall be shared equally.

2007 - 2010

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.

Homebound / Bedside	1 <sup>st</sup> Year - \$42
	2 <sup>nd</sup> Year - \$44
	3 <sup>rd</sup> Year - \$46

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.

Excel/Pride (Certified Teachers)	1 <sup>st</sup> Year - \$42
	2 <sup>nd</sup> Year - \$44
	3 <sup>rd</sup> Year - \$46

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.

Clubs	1 <sup>st</sup> Year - \$35
	2 <sup>nd</sup> Year - \$37
	3 <sup>rd</sup> Year - \$39

(Maximum \$5,000)

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.

Coaches	1 <sup>st</sup> Year - \$2000
	2 <sup>nd</sup> Year - \$2100
	3 <sup>rd</sup> Year - \$230

**ARTICLE 3 - GRIEVANCE PROCEDURE**

A. Definition:

A "grievance" shall mean a complaint by an employee 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 members.

A grievance, to be considered under this procedure, must be initiated in writing by the employee within thirty (30) calendar days from the time when the employee 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 employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step

**SECTION IV**  
**SALARY SCHEDULES**

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. 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 employee who has a grievance shall discuss it 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 employee within ten (10) 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

e. In the event that school is not in session, Association's response time will be increased from ten (10) school days to thirty (30) calendar days.

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

5. The employee no later than ten (10) 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. A hearing shall be held at this level before the Superintendent or his or her designee if requested by the grievant. This hearing will occur before a decision at

this level is 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 principal.

6. If the grievance is not resolved to the employee's satisfaction, he/she, no later than ten (10) 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) 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 employee 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 employee 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 an employee occasioned by the withholding of a salary increase or increment.

8. For those items specified as non-arbitrative, the Board shall if requested by the grievant meet and hear the grievant's position. In the specific case of a non-tenure employee who grieves by virtue of not

## **ARTICLE 44 - SCHOOL CALENDAR**

*Same as certified staff.*

## **ARTICLE 45 - SENIORITY**

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 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.

Any personnel covered by this Article shall be given thirty (30) days notice before any lay-off occurs.

## **ARTICLE-46 – EXCEPTION ARTICLE 18**

- A. Paraprofessionals hired after 7/1/1993 the Board shall provide for and assume full cost of health-care, dental insurance, for single coverage only for each employee full time paraprofessional.
- B. Paraprofessionals: No exception shall be taken on Paraprofessionals hired prior to 7/1/1993  
*(All paraprofessionals hired before 7/1/1993 shall be entitled to family medical coverage)*

## **ARTICLE-47 - DURATION OF AGREEMENT**

A. This Agreement shall be effective as of July 1, 2007 and shall continue in effect until June 30, 2010 subject to the Association's right to negotiate over a successor Agreement as provided in Article 2. 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.

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 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 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, a mutually satisfactory arbitrator from the second submitted list, 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 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 employees to representation:

(1) Any aggrieved person may be represented to all stages of the grievance procedure by himself, or, at his option, by a representative(s) selected or approved by the Association. All documents, communications and records shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

(2) When an employee 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

### **SECTION III**

#### **NON-CERTIFIED PROVISIONS**

Paraprofessionals

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 4 - EMPLOYEE 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 the 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 employee 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 employee 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 employee is required to appear before the Board or Committee thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment, or the salary or 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(s) of their own choosing to advise and represent him during such meeting.

If the representative(s) selected is an employee of the Seaside Heights Schools, said representative(s) shall be released from all duties at the Board's expense for the duration of the meeting.

#### **ARTICLE-43 - FAIR DISMISSAL**

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

## **ARTICLE 42 - 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, one (1) librarian, 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 materials 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 issues 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 Materials Committee, the final decision shall rest with the Board.

C. For each of the years of the contract, there will be an allowance of twenty (\$20.00) dollars, per teacher, added to their base salary in September each year for the purchase of materials pertaining to their work.

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

D. Criticism of Employees-Any criticism by a supervisor, administrator, or board member of an employee during the normal workday shall be made in confidence and not in the presence of others. Written evaluations or any material of a personal nature shall be in a sealed, addressed envelope when placed in an employee's mailbox. Likewise, any criticism by an employee of a supervisor, administrator, or board member, during a normal workday, shall be made in confidence and not in the presence of others.

## **ARTICLE 5 - 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 employee 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 employee 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.

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 meetings and the names, addresses and telephone numbers of all employee members.

E. The Association and its representatives shall be permitted to use school building in accordance with Board policy and shall not be unreasonably denied.

F. The Association may be permitted to use school building equipment, including computers, scanners, 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 supplies 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 the exclusive use of a bulletin board in the staff lounge. The Association shall also be assigned adequate space on the bulletin board in the central office for Association information and notices provided copies are presented in advance of posting to the appropriate administrator.

I. The Association shall be permitted to use school mailboxes and email.

J. One employee in the building designated by the Association as building representative, the Association Vice President, Membership Chairperson and Grievance Chairperson, if a teacher, will not be assigned non-teaching duties at his school.

K. The president of the Association shall be notified in writing of any new employee hired or promoted who is covered by this contract. Such notification shall include the title and salary. This includes the return of an employee to the district. Such notification shall be made by providing the Association President with the board minutes within forty-five (45) days of Board action.

#### **ARTICLE 6 - SCHOOL CALENDAR**

A. The school calendars for 2007 thru 2010 be as set forth in Schedule B.

B. The Association shall be consulted timely, before the submission of the annual school calendars of the Board.

#### **ARTICLE 7 - EMPLOYEE PRACTICES**

A. The salaries of all employees covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

B. Salary increases and increments shall be made in accordance with law: Title 18A: 29-14.

C. 1. Each presently employed employee shall be placed on his/her proper step on the salary schedule.

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 41 - ACADEMIC FREEDOM**

A. 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 40 - SABBATICAL LEAVE**

A. A joint committee consisting of two (2) teachers and two (2) 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 one (1) 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 Seaside Heights 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 Seaside Heights School District.

3. Sabbatical leave may be granted for purposes of study, research, or writing. In all cases there must be 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 (½) 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 his 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.

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.

3. Any employee moving to a different job category of non-certified employment within the district shall have his/her longevity recognized.

D. Employees 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.

E. At the beginning of each month, the Board will provide the SHEA with a list of personnel additions and changes.

F. Employees who may be required by the Board to use their own automobile in the performance of their duties shall be reimbursed for all such travel at the current IRS rate. Mileage shall apply only from school locations.

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

## **ARTICLE 8 - EMPLOYEE ASSIGNMENT**

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

## **ARTICLE 9 - 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 procedures:

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) calendar days before the final date when applications must be submitted and in no event less than fifteen (15) calendar days before such date. A copy of said notice shall be given to the Association at the time of posting. Employees 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.

2. Employees 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 positions for which they desire to apply, and an address where they can be reached during the summer.

The Superintendent shall notify such employees 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) calendar days before the final date of 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 Via e-mailed copy to the Association President.

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 employees 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 of all applications and other relevant factors. In filling such vacancies, preference shall be given to qualified employees' length of service in the Seaside Heights School District; however, the decision of the Board shall not be subject to arbitration as provided in Article 3-B-6 and 7. Each employee applicant not selected shall, upon written request, receive a written explanation. 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 members. 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 10 - EMPLOYEE EVALUATION**

A. 1. Employee evaluations shall be conducted consistent with statutory and code requirements.

No more than nine (9) credits will be financed at the above rate in any twelve (12) month period which runs from September to September, for any one teacher.

4. Reimbursement will not be made until after 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.

6. College course reimbursement to be grandfathered for non-tenured already taking courses.

#### **ARTICLE 39 - 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.

new buildings. Air conditioning will be provided in existing members' lounges.

3. A serviceable 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 inter-communication system in all new buildings.
5. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
6. Adequate chalkboard space in every classroom.
7. A Webster's Collegiate or unabridged dictionary in every classroom.
8. Adequate books, quality paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibility.

#### **ARTICLE 38 - 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 two hundred fifty dollars (\$250.00) in 2007-2008) and two hundred-fifty dollars (\$250.00) in 2008-2009) and two hundred-fifty dollars (\$250.00) in 2009-2010) per college credit.

2. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

- a. The evaluation of employees is to be done by appropriate certificated staff members under the direction of the Superintendent or his designee.
- b. An employee shall be given a copy of each evaluation report prepared by his evaluators prior to a post evaluation.
- c. All employees' evaluations will be reduced to writing on the appropriate evaluation report form. The employee 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 employees. The number of days absent and category will be noted.

d. The principal of each school will establish a folder for each employee 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 an employee is transferred to another school within the district, the employee's folder will be forwarded to the receiving principal.

e. Whenever an employee 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, an employee shall have the right to review the content of his personnel file and to make reproduction of non-confidential file materials at his expense. No more than three (3) employees on any one (1) day shall be given such review rights and no materials shall be removed from the file. An employee shall have the right to submit a written answer to any materials contained in his file and have it attached to such material.

C. Final evaluation of an employee upon termination of his employment shall be concluded prior to severance. No documents other than those pertaining to grievance settlements or the employee's performance shall be placed in his file after severance.

D. Any employee shall have the right to make a request in writing for an observation of his/her work for the purpose of personal improvement of his/her job performance.

E. 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 to the employee involved. Additionally no derogatory material may be placed in an employee's file without his/her seeing it. The employee shall place his/her signature on the document. The document shall also be signed by the Administration. The signing of such materials by the employee is not an indicator of agreement with the contents of the material.

F. At least forty-eight (48) hours prior to a post-observation conference the employee observed shall receive a written copy of the observation report.

G. Whenever any employee is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then she/he shall be given at least 48 hours written notice, and written reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him/her and represent him/her during such meetings or interview. This does not apply to meetings between teachers and administrators concerning in-class observations. During such meetings, however, teachers may have Association representation if they so desire.

## **ARTICLE 11 - EMPLOYEE FACILITIES**

A. Each school shall have the following facilities:

1. The present facilities for a separate, private dining area for the exclusive use of the employees are adequate, and it is the intent of the Board to continue this practice.
2. Suitable closet space for each employee to store coats, overshoes and personal articles.
3. An appropriately furnished and air-conditioned room shall be reserved for the exclusive use of employees as a staff lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

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 SHEA 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 full week of school.

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

D. Employees who may be required by the Board to use their own automobile in the performance of their duties shall be reimbursed for all such travel at the current IRS rate. Mileage 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 the school building a list of the known vacancies which shall occur during the following school year.

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

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

## **ARTICLE 36 - TEACHER EVALUATION**

A. Tenure and non-tenure teachers will be evaluated consistent with Board Policy.

## **ARTICLE 37 - 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

E. The Board will grant extra pay as set forth in the Seaside Heights 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.

F. The Board recognizes the concerns of the Association with respect to the time spent by staff members in preparing for Individual Education Plan Conference.

#### **ARTICLE 32 - CLASS SIZE**

A. The Board agrees to work toward an instructional classroom size of an average of twenty-nine (29) students 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.

#### **ARTICLE 33 - NON-TEACHING DUTIES**

A. The Board will strive to minimize the non-academic duties of a teacher.

B. In assigning any duties outside the regular school day, the Board must first seek volunteers from within the District. If there are no volunteers, the Board must then seek personnel outside the District. Failing that, then the Board shall have the right to assign the duty.

#### **ARTICLE 34 - EMPLOYMENT**

A. A teacher with previous teaching experience in Seaside Heights 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.

#### **ARTICLE 35 - 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. In order to permit freedom of access both during and after regular school hours, all employees, upon reasonable request, shall be provided access in the staff lounge and staff work area.

#### **ARTICLE 12 - ASSOCIATION ADMINISTRATION LIAISON**

A. The Association representatives shall meet with the principal 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 two (2) representatives appointed by the Association and two (2) 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.

#### **ARTICLE 13 - SICK LEAVE**

A. All employees 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 |

It is further agreed that such sick leave as may be unused shall be accumulative without limit from year to year.

B. 1. 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. The cost of such medical examination will be paid by the Board. Employees may not be charged with a sick or personal day for this purpose.

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

3. 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 employee'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. Should an employee die after submitting a letter of resignation, any benefits due them under the Sick Leave Incentive Board policy shall be paid to their estate.

Should a retired employee die and has qualified for the Sick Leave Incentive Board policy, those benefits will be paid to that person's estate.

#### **ARTICLE 14 - TEMPORARY LEAVE OF ABSENCE**

A. All employees 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 (½) or one (1) full school day. No leaves shall be taken immediately prior to or immediately after holidays and vacations. Only one of the three personal leave days may be taken immediately prior to or immediately after a holiday or vacation. Any exceptions must be requested in writing to the Superintendent or his designee and must have written approval.

1. Employees are entitled to three (3) days personal, accumulative leave, subject to advance notice. Such leave will be granted without reasons being given. All unused personal days shall roll over into the employee's accumulated sick day bank to be added to additional days available to be reimbursed upon retirement. Such days are not available to be used during employment.

Personal leave means an activity that requires the employee'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) days at any one time shall be granted to employees in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, spouse's grandparent, or any person with whom the employee has made his home and any other member of the immediate household.

3. Bereavement Leave – Up to five (5) days at any one time in the event of the death of an employee's domestic partner and/or civil union partner and their associated relationships shall be granted, as defined by all categories as outlined in the bereavement article of this contract.

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 Pre K-6 shall be given a preparation period each day.

The following provisions shall apply to all Pre K-6 elementary teachers:

a. Duty free lunch period shall be extended to thirty (30) minutes per day.

b. Daily preparation time shall be forty (40) minutes per day.

In no event shall any elementary teacher be deprived of more than a total of four (4) preparation periods in one school year.

C. 1. Any teacher employed in both 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 not be less than thirty (30) minutes.

In the event that the Board seeks teachers to supervise playground and cafeteria duty, such duty shall be provided by volunteers at the "in-school substitution rate per teaching period". 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 schedule 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 pupil dismissal.

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

3. The notice of an 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.

## **ARTICLE 29 - TEACHERS RIGHTS**

A. The Board recognizes the responsibility of a teacher to determine promotion and grades within the grading policy of the Seaside Heights 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.

## **ARTICLE 30 - SCHOOL CALENDAR**

A. 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 in accordance with Article 6c. One (1) day shall be devoted to orientation and pre-opening 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.

B. 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 31 - 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 ten (10) minutes before the opening of the pupils' school day and shall remain five (5) minutes at the end of the school day. The five (5) 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 in collaboration with the administration.

B. The daily teaching load Pre K-6 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 specialist teachers, such as teachers of art, physical education, music,

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

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

6. No leave of absence shall be granted due to the requirements of a second job.

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

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

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

## **ARTICLE 15 - EXTENDED LEAVE OF ABSENCE**

A. The Board agrees that one (1) employee 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 employee 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. An employee may be granted a maternity leave under one (1) of the following:

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

The employee 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 member prior to returning to work.

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

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

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

If said leave starts after January 1, the employee 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 employee member is July 1.

In either instance, the employee on leave must notify the Superintendent of Schools by April 1 of the employee's intention to return or not to return to work.

The practice of granting an additional year of maternity leave beyond the provision 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 1st 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 employee'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. Return from Extended leaves.

1. Upon return from leave granted pursuant to Section B of this Article, an employee 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. An employee shall not receive increment credit for the time spent on any other leave granted pursuant to this Article, nor shall time count toward the fulfillment of the time requirements for acquiring tenure.

## SECTION II

### CERTIFIED PROVISIONS

Applies to all teaching staff members

7. Payroll of all employees' option of Direct deposit. Direct deposit shall be into the bank(s) of the employee's choosing, from the agreed upon list.

## **ARTICLE 28 - SICK LEAVE REDUCTION**

A. Upon retirement, having completed ten years (10) for the 2007-08 school year and after fifteen (15) years for the remaining years 2008-09 and 2009-10. or more of service in the district, any member of the SHEA, as defined by Article 1, shall be reimbursed in lieu of accumulated sick leave the maximum amount to be paid upon retirement shall not exceed the sum of \$20,000 in the first year, \$22,000 second year, \$24,000 third year.

Payment per diem shall be calculated at the rate of one (1) days pay of the last year's salary or the salary in which the highest income was obtained whichever shall be greater by the number of contract days.

- \* ten month contract divided by two hundred (200) days gives per diem
- \* eleven month contracts divided by two hundred and twenty (220) days gives per diem
- \* twelve month contracts divided by two hundred and forty (240) days gives per diem

The resulting per diem rate shall be multiplied by the total days accumulated to a maximum of one hundred and fifty (150) days. The amount shall be payable in equal payments in a minimum of three (3) years.

In order to be eligible for such sick leave reduction incentive, employees must have been actively employed in the school district during the immediate 12 months prior to retirement. Actively employed means entitled members must have performed their assigned job description duties the 12 months immediately prior to eligibility for this incentive.

2. All benefits to which an employee 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. An employee 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 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 employee 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.

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 employee to campaign for or serve in public office, or to campaign for a candidate for public office other than himself.

J. Employees will be eligible for provisions of the Family Medical Leave Act consistent with State and Federal statutes.

## **ARTICLE 16 - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

A. 1. Continuing Education Unit Credits.

For the duration of the contract, the practice of awarding staff members Continuing Education Unit Credits for Board of Education approved in-service workshops/programs will be awarded in accordance with the following procedures/guidelines.

- a. Ten (10) contact workshop hours will be required for each earned one (1) Continuing Education Unit Credit.
- b. For every five (5) Continuing Education Unit Credits earned, two hundred and fifty (\$250.00) dollars will be paid to the staff

member. This money will be added to the staff member's base salary.

The maximum CEUs allowed per employee is seven hundred and fifty (\$750) dollars or fifteen (15) CEUs.

c. A committee consisting of two (2) members appointed by the Association and two (2) members appointed by the Superintendent shall review the CEU Program and applications for CEU Credit and, as such, will make appropriate recommendations to the Board of Education for its consideration through the Superintendent or his designee.

d. The Board of Education shall retain the right to accept or reject recommendations submitted by the committee.

e. In the event of discontinuance of the plan, by the Board of Education, earned CEU Credits not converted to salary payment at the time shall be reimbursed on a prorated basis to individual employees affected. This prorated amount will be added to employee's salary as in the above. In the event of discontinuance, employees enrolled in courses shall continue until those courses are completed.

#### **ARTICLE 17 - PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY**

A. The Board shall continue to fulfill requirements placed upon it by law for the protection of employees, 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 object upon the person or within the control of a pupil.
3. For the purpose of self defense.

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 or any sum of money as a representation fee under the provision of this Agreement.

#### **ARTICLE 27 - SALARIES**

A. 1. Salary increases and increments shall be made in accordance with law: Title 18A: 29-14.

2. All 10 month employees shall be paid in twenty (20) equal semi-monthly installments. All 12 month employees shall be paid in twenty-four (24) equal semi-monthly installments.

In the event that schools are closed on a regularly scheduled payday, checks will be issued on the last day on which schools are open.

3. All ten (10) month employees 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.

4. All co-curricular activities for which a contract is issued will be paid after the season is completed.

5. The Board will offer a twelve (12) month (summer savings) pay option to all ten (10) month employees.

6. At the beginning of each school year the Board will provide a schedule of pay days for that year.

## ARTICLE 26 - REPRESENTATION FEE

A. The Association shall on or before September 30th 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 (85%) percent 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 deduction 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.

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 intent of this section. Every resolution by law, rule, ordinance, or other act or authority permitted 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 there from, 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. Employees 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. Employees shall immediately report to their immediate supervisors cases of assault upon pupils. This should 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 employees 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 employee, the police and the courts.
  4. Employees will be apprised of their rights under the law in connection with any case of alleged assault.

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

## ARTICLE 18 - INSURANCE PROTECTION

A. Current and new employees, certified and non-certified, with the exception of those new employees with three or more years experience in any public school system, shall receive single coverage with the option of purchasing other benefits offered to other employees of the Board of Education. New employees with three or more years experience in any public school system shall receive all benefits offered to the other employees of the Board of Education with the exception of medical coverage shall be limited to a PPO.

B. The Board shall provide to all employees covered by this agreement a comprehensive booklet that shall explain all levels, caps, limits, deductibles and dollar amounts that are reflected in the current contract with regards to all health plans: prescription plans, vision plans, and dental plans. All new employees shall receive this upon their hiring. Additionally, should any changes be made, a carrier or as mandated by law; the board shall provide such changes in writing and comprehensive booklets distributed to all employees as soon as available. All changes shall not be in violation of law and this collective bargaining agreement.

1. Provision of the health-care program shall be detailed in master policies in accordance with the rules of the carrier, as agreed upon between the Board and the Health Care Provider:

- a. Eligibility - Effective Date
- b. Important Information About your Medical Plan
- c. Health Maintenance Organization
- d. Hospital Benefits
- e. Skilled Nursing Facility Benefits
- f. Surgical Benefits
- g. Second Opinion Surgical Benefits
- h. Anesthesia Benefits
- i. Assistant Surgeon Benefits
- j. Doctor's Attendance Benefits
- k. Laboratory and X-Ray Benefits
- l. Radiotherapy Benefits
- m. Prescription Drug Benefits
- n. Emergency Accident Benefits
- o. Major Medical Benefits
- p. Medical Conversion Privilege
- q. General Limitations

B. Whenever a complaint merits notification of the employee the principal shall meet with the employee to discuss possible solutions.

C. No adverse action shall be taken against an employee as the result of a complaint without the employee first having an opportunity to respond and have counsel of the employee's own choosing.

D. Any grievance generated as a result of paragraph C will start at step five (5) (Superintendent's level).

## ARTICLE 25 - MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of the 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 employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with 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 employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

D. Copies of this Agreement 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.

E. 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 provisions 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 1200 Bay Blvd, Seaside Heights, N.J. 08751

as it may interfere with the employee's responsibilities to and relationships with students and/or the school system.

B. The Board and the Association agree that employees will be entitled to full rights of citizenship and no religious or political activities of any employee outside of school, or the lack thereof, will be grounds for any disciplinary action or discrimination with respect to the professional employment of such employee, 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.

#### **ARTICLE 22-VOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. 1. Employees who desire a change in assignment may file a written statement of such desire with the Superintendent not later than January 30th. Such statement shall include the assignment to which he/she desires to be assigned in order of preference.
- B. 1. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee 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 23 - INVOLUNTARY TRANSFER OR REASSIGNMENT**

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

#### **ARTICLE 24 - COMPLAINT PROCEDURE**

A. The principal shall immediately notify the employee of any complaint made by a parent, pupil or other person regarding the employee if in the opinion of the principal/department supervisor, the complaint is of consequence and has merit.

- r. Medicare Eligibles
- s. Coordination of Benefits
- t. Payment of Benefits
- u. Termination of Insurance
- v. Benefits Extension
- w. Accident and Health Provisions

- 2. Prescription Plan - \$5.00 co-pay for generic drugs and \$10.00 for name brands.
- 3. Dental Plan - no deductible
- 4. Optical - Family Plan, \$10.00 co-pay to cover the annual costs of eye examinations, lenses and frames.

The Seaside Heights Board of Education and the Association agree that the Board has the latitude to investigate and implement alternative carriers for prescription drugs, dental and major medical carriers to provide that all benefits and acceptability remain equal or better.

- C. The Board and the Association shall provide to each employee a description of the health care insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage as listed above.
- D. 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.
- E. All employees who are on an off-payroll status, with the exception of family leave, will be obligated to pay their insurance benefits premiums for the period of time they are off payroll.
- F. All employees' dependents currently covered by medical benefits shall continue these benefits until age 23 (with exception of Eileen Carew's daughter).
- G. The Board of Education shall provide for and assume full cost for full family healthcare, dental insurance and optical insurance for each full-time teacher after completing three years of public school service.
- H. The partner of an employee in a domestic partnership or civil union as defined under NJ law is eligible for all benefits, rights and privileges granted to a spouse of an employee covered by this collective bargaining agreement. Proof of partnership must be provided to establish eligibility.

I. All employees will be offered the opportunity to receive the Hepatitis B inoculation at no cost to the employee.

**ARTICLE 19 - DEDUCTION FROM SALARY**

A. 1. The Board agrees to deduct from the salaries of its employees dues for the Seaside Heights 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 employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Law, 1967 (NJSA 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 Seaside Heights 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. Employee authorization shall be in writing in the form below:

Authorization  
To Deduct Association Membership Dues

Name \_\_\_\_\_  
Soc. Sec. No. \_\_\_\_\_  
School Bldg. \_\_\_\_\_ District \_\_\_\_\_

To Disbursing Officer Seaside Heights 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 organizations 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 Seaside Heights Education Association to receive dues and distribute according to the organization(s) indicated:

- Seaside Heights 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 authorization for dues deduction may be received after August 1st under rules established by the State Department of Education.

4. The filing of notice of an employee's withdrawal shall be prior to 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 employees' salaries money for the MON-OC Federal Teachers Credit Union. Any employee may have such deduction discontinued or modified at any time upon sixty (60) days' written notice to the Board.

**ARTICLE 20 - RIGHTS OF THE BOARD**

A. Except otherwise provided in this Agreement and under the provisions 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 on behalf of the public, all the operations and activities of the Seaside Heights School District to the extent authorized by law.

B. Anything to the contrary notwithstanding, nothing contained in any section, paragraph, or sub-section of the 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 21 - PERSONAL FREEDOM**

A. The Board and the Association agree that the private and personal life of an employee is not within the appropriate concern or attention of the Board, except