

AGREEMENT

ARTICLE I - RECOGNITION

A. This agreement between the Island Heights Board of Education (hereinafter referred to as the 'Board') and the Island Heights Teachers' Association) hereinafter referred to as the "Association"), shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2008. The terms and conditions of employment stated herein, shall apply to all full-time and part-time teachers. Full-time teachers are defined as those working five days per week during the school year. Part-time teachers are defined as those working less than five days per week during the school year.

B. Exclusive representation for the teachers of the Island Heights School district shall be granted to the Island Heights Teachers' Association. The Association, as majority representative, shall be recognized by the Board as authorized to negotiate agreements covering all teachers in the Island Heights School district, and shall be responsible for representing the interest of all such teachers without discrimination. No member of the Association shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE II - GENERAL PROVISIONS

A. Pursuant to Chapter 123, Public Laws of 1974 as amended, the Board hereby agrees that every teacher shall freely have the right to organize, to join, and to support the Association and its affiliates in order to engage in collective negotiations. As an elected body exercising governmental power under the laws of New Jersey, the Board agrees that it shall neither directly or indirectly discourage, deprive, or coerce any teacher's enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 as amended, or by any other state or federal law. The Board also agrees not to discriminate against any member of the Association or its affiliates.

B. The Board reserves to itself sole jurisdiction and authority over all matters of educational and management policy. It retains the right, in accordance with N.J.S.A. 18A, to hire, to assign, to transfer, to promote and to direct the teachers. However, the Board agrees that it shall be its duty to consider all proposals of the Association, which concern matters of mutual interest.

C. The Board also reserves to itself the right, in accordance with N.J.S.A. 18A, and for just cause, to discipline, suspend, demote, discharge and relieve teachers from duty because of lack of work, misconduct in the performance of their duties, or for other legitimate reasons.

D. The Association agrees that during the terms of this agreement, that neither it nor its officers, employees, or members shall engage in any strike, slowdown, sanction or any other concerted action which tends to disrupt or obstruct the proper functioning of the Island Heights School system. Any teacher engaging in, or aiding or abetting such activity shall suffer the loss of pay for every day of such activity. In addition, the teacher may be liable to all other penalties and forfeitures permissible under the law. For its part, the Board agrees that it will not institute a lockout of the teachers during the term of this agreement.

E. This agreement represents the complete and final understanding, and settlement by the Board and the Association of all bargainable issues, which were or could have been the subject of negotiations.

F. During the term of this Agreement, neither party will be required to negotiate with respect to any bargainable issue, 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 signed this Agreement. This Agreement shall not be modified in whole or in part except by an instrument in writing, duly executed by both parties.

G. "Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established". N.J.S.A. 34:13A-5.3

H. This Agreement contains many quotes, paraphrases and references to statutes, regulations and Administrative Code. All such parts of this Agreement are to be interpreted as if the applicable statute, regulation and Administrative Code provisions were present in full.

I. In interpreting this Agreement, the past practice of the parties shall not be used to create ambiguity as to the meaning of any of its terms.

- J. In accordance with Chapter 123, the Board and Association agree to enter into good faith negotiations over a successor Agreement concerning terms and conditions of employment. Such negotiations shall begin no later than October 1, 2007. In the event no successor agreement has been executed by July 1, 2008, this Agreement may be extended upon written consent of both parties
- K. It is understood by the parties that the teachers have the right to organize and negotiate with the school board. The school board agrees not to discriminate against any teacher for participating in negotiations.
- L. Purpose of Fee – If an employee does not become a member of the Association during any membership year (i.e. September 1 to August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- M. Amount of Fee/Notification – At the onset 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 nonmember/fee-payers will be determined by an impartial arbitrator in accordance with the Law.
- N. Deduction and Transmission of Fee – Notification – On or about October 1st of each year, the Board will submit to the association a list of all employees in the bargaining unit. On or about January 1st of each year, the association will provide the Board with the names of those employees who are required to pay the representation fee.
- O. Payroll Deduction Schedule – The Board will deduct from the salaries of the employees referred to in section N. the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
- P. Mechanics – Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
- Q. Changes – The Association will notify the Board in writing of any changes in the list provided for in paragraph N. above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than a month after the Board received said notice.

- R. New Employees – On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding month. The list will include names, social security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employees regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment or death.
- S. If any term or provision of this Agreement for any reason or circumstances shall to any extent be held to be invalid or unenforceable, the remaining provisions of such term or provision shall not be affected thereby. The term or provision held to be invalid or unenforceable shall be reopened for negotiations.

ARTICLE III - GRIEVANCES

A. DEFINITIONS

1. A “grievance” is a claim by which a teacher or the Association may appeal the interpretation, application, or violation of this Agreement, of Board policies, or of administrative decisions concerning the “terms and conditions of employment” of a teacher or a group of teachers.
2. “Terms and conditions of employment” shall mean compensation of every kind paid or furnished to the employee, fringe benefits, length of work day and year, and physical conditions at the place of employment which affect the health and safety of the teacher.
3. “Binding arbitration” shall mean the final step in processing a claim by which a teacher or the Association may appeal a violation of the express, written terms of this Agreement.
4. “Grievant” shall mean the person or persons making the claim or on whose behalf the Association is making the claim.
5. “Days” shall mean calendar days.

B. POLICY

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement.

2. Any aggrieved teacher may be represented at all stages of the grievance by himself, or at his option by representative(s) selected or approved by the Association. When a teacher is represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

3. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Grievance Committee of the Board directly (Level Two).

4. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties to the grievance and their designated or selected representatives.

5. Decisions at Levels Two, Three and Four of this grievance procedure shall be in writing, stating both the decision and the reasons for it. The decision shall be transmitted promptly to the parties and the Association. Failure at any step of this procedure to communicate the decision on a grievance shall allow the grievant to proceed to the next permitted step.

6. It is mutually understood and agreed that this grievance procedure shall not apply to the failure or refusal of the Board of to employ a teacher or to renew the contract of a non-tenured teacher.

7. In the event that the grievant commences to process a grievance in accordance with this Agreement, this procedure shall represent an exclusive remedy to that grievant with respect to the factual and legal issues raised by the grievance. Such choice of remedies shall be conclusive. It is the purpose of this paragraph to prevent processing of grievances anywhere except through this procedure. But if a grievance is taken to court, or to the Commissioner or some other place permitted by law, then this Agreement will not prevent that action but it will however, prevent this procedure from being used to process that grievance.

C. PROCEDURE

LEVEL ONE

A grievance must be filed in writing with the Chief School Administrator. It must be filed by the grievant within thirty (30) days of the act or omission constituting the basis of the grievance or within thirty (30) days of the time the act or omission is known or should have been known by the grievant. Failure to file the grievance within the thirty (30) days shall prevent any processing of it. At Level One, a grievant discusses the grievance with the Chief School Administrator with the purpose of resolving it to the satisfaction of both parties.

LEVEL TWO

If the grievant is not satisfied with the decision at Level One, or if no decision has been given within seven (7) days after the filing of the grievance, the grievant shall, within seven (7) days, submit three (3) copies of the grievance document to the Chairman of the Personnel/Grievance Committee of the Board, one (1) copy to the Board President and one (1) copy to the Chief School Administrator. The Committee shall make a decision within thirty (30) days.

LEVEL THREE

If the grievant is not satisfied with the decision of the Committee, the grievant shall, within fourteen (14) days, submit a written request for a meeting with the full Board. The request shall be granted and the meeting shall be held at the Island Heights School within fourteen (14) days of the receipt of the request.

LEVEL FOUR

If the Board and the grievant do not reach an agreement within fourteen (14) days of the meeting, the final step shall be an application to PERC or the American Arbitration Association within twenty-five (25) days for selection of an arbitrator. The decision of the arbitrator shall be final and binding only as to the express, written terms of this Agreement. The decision on all other issues shall also be final but shall be advisory, not binding. Arbitration meetings will be held at times other than the school day and each party will pay its own costs of preparation. The parties will share equally the fee and expenses of the arbitrator.

ARTICLE IV - SALARY GUIDE

1. Schedule

The minimum full-time and part-time pro-rated salaries for teachers during the term of this Agreement shall be in accordance with the Schedule set forth on Schedule A, B and C hereof. Teachers will have the option of choosing a twelve month salary payout plan. Teachers must notify the business office in writing by August 1st.

2. Provisions Affecting Teacher's Compensation

A. The Board of Education may withhold for inefficiency or other good cause, any employment increment by a recorded roll call majority vote of the full membership of the Board. It shall be the duty of the Board within ten (10) days, to give written notice of such action, together with the reasons therefore, to the teacher concerned.

B. Whenever a person shall accept employment as a teacher in the Island Heights School district, his initial place on the salary schedule shall be at a point as may be agreed upon by the teacher and the Board of Education.

C. Any teacher who, after July 1, 1940, has served in the Military Service, or any other branch of the United States Government as provided by law, shall be credited with his years service; but such service shall not be credited toward more than four employment adjustment increments, nor shall it be credited toward longevity increments.

D. The Board, at its discretion, may select a teacher to be teacher in charge of the school in the absence of the Chief School Administrator. Said teacher in charge shall perform those duties assigned to him or her by the Board and/or Chief School Administrator. Those duties and responsibilities shall not be of a supervisory nature. For these services, the teacher in charge shall receive \$725 each year of the contract. The teacher who performs the duties of teacher in charge in the absence of the Superintendent and the designated teacher in charge, shall be paid \$60 for each day or part thereof that services are required for the length of the contract.

E. Longevity Increment - Full-time teachers. An increment of \$350 shall be granted after completion of five (5) years of service in the Island Heights School District. Increments of \$450 shall be granted after completion of ten (10), fifteen (15), twenty (20), and twenty five (25) years of service in the Island Heights School District. An increment of \$500 shall be granted after thirty (30) years of service in the Island Heights School District. The computed "years of service" shall not include military credits. Teachers hired after July 1, 1999 shall not be entitled to any longevity increments.

F. Longevity Increment - Part-time teachers. Longevity increments for part-time teachers shall be computed on the proportionate percentage of continuous employment in the Island Heights School District at the end of five (5), ten (10), fifteen (15), twenty (20), twenty five (25) and thirty (30) years (i.e. one (1) day of employment per week at the end of five (5) years is 1/5 of \$350 or \$70 increment; two (2) days per week at the end of five (5) years of service is 2/5 of \$350 or \$140 increment). The computed "years of service" shall not include military credits. Teachers hired after July 1, 1999 shall not be entitled to any longevity increments.

G. Salaries - Part-time teachers. Salaries and "years of employment increments" for part-time teachers shall be computed on the number of weekly work days of employment (i.e. one (1) day of employment per week on current guide at 1/5; three (3) days of employment per week on current guide at 3/5).

ARTICLE V - TEACHER EVALUATION PROCEDURE

A. All observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B. A teacher shall be given a copy of any class evaluation report prepared by his evaluators at least one (1) day prior to the conference to discuss it. No teacher shall be required to sign a blank or incomplete evaluation form.

C. Supervisory reports are to be provided at least three (3) times during the school year prior to March 31st of the school year.

D. All Supervisory reports shall be presented to non-supervisory personnel by the Chief School

Administrator in accordance with the following procedures:

1. Such report shall be issued in the name of the appropriate supervisor based upon a compilation of reports and of observations.

2. Such reports shall be addressed to the teacher, shall be in writing, and shall include, when pertinent:

(a) Strength and weakness of the teacher as evidenced during the period since the previous report.

(b) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

E. Personnel File: a teacher shall have the right, upon request, to review the contents of his/her personnel file and shall be given a copy of evaluations and comments placed therein. A teacher shall have the right to submit comments in writing to all materials in his file and have these comments placed in his/her personnel file. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any secret evaluations which are not available for the teacher's inspection.

F. To the extent that it is not inconsistent with the regulations and procedures mandated on the Board by the State Board of Education, the preceding procedure will be observed for tenured teachers.

ARTICLE VI - COMPLAINT PROCEDURE

A. Before any action is taken or decided upon, the procedures outlined below shall be followed.

Step 1. The Chief School Administrator shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

Step 2. If the complaint is resolved in Step 1, the Chief School Administrator shall, within five (5) school days, so notify the person or persons making the complaint. If the complaint is not resolved, a conference, where possible, shall be arranged with the parent, teacher and Administrator.

Step 3. Any complaint unresolved at Step 2 may, within ten (10) school days, be submitted by the teacher and/or complainant in writing to the Administrator who shall, within ten (10) school days, forward the results of his investigation and recommendations, in writing, to the parties concerned.

Step 4. If the findings and recommendations of the Administrator are not satisfactory, the parties may, within five (5) school days, request a meeting with the Grievance Committee of the Board of Education. A meeting of the parties with the Grievance Committee shall be held within ten (10) school days following such request. The Grievance Committee shall make their findings and recommendations to the Board of Education at their next regular meeting. The Board of Education shall, within thirty (30) days, submit its decision, in writing, to the parties involved. Said decision to be based upon the evidence submitted by the parties concerned and recommendations of the Grievance Committee.

Step 5. If the decision of the Board of Education under Step 4 is not satisfactory, the complaint may be submitted by the teacher to the grievance procedure, as set forth in Article III of this Agreement and shall commence at Level Four.

ARTICLE VII - ASSOCIATION PRIVILEGES

A. The Board agrees to furnish one bulletin board for the use of the Association to permit the posting of Association notices. One (1) copy of all material to be posted shall be given to the Administrator. Said bulletin board to be located in the faculty lounge.

B. The Board agrees to permit the Association and its representative's use of the school building at reasonable hours for meetings. The Administrator shall be notified in advance of the time and place of all scheduled meetings and the time and place of such scheduled meetings shall be mutually agreeable to both parties.

C. The Association shall be granted the use of the school copier and adding machine at reasonable hours and when school is not in session. Said equipment shall be made available by the Administrator whenever it is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

D. The Association shall be granted the use of the school audio-visual equipment at reasonable

Hours and when school is not in session. Said equipment shall be made available by the Administrator whenever it is not otherwise in use, and shall be used in an area mutually agreeable to both parties. The

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Association shall pay for the cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

E. The Association shall be granted sufficient space in the Teacher's Lounge for the keeping of Association records, subject however, to the use of said space not impairing the use of the said Lounge for its proper school purposes.

ARTICLE VIII - TEACHER EDUCATION

The Board agrees to consider the application of any teacher in this unit for approval in a specific college course or courses to further that teacher's education. Upon the determination by the Board that the enrollment of the teacher in the course or courses presented will be a benefit to the education of the students of the Island Heights Grade School: the Board agrees to pay up to \$600 annual of the tuition for course work that is not undergraduate or graduate level, to further the teacher's education; the Board will pay \$800 annual of the tuition for any undergraduate level to further the teacher's professional education and the Board will pay up to \$1,000 annually for any graduate level course to further the teacher's professional education. Payment will be made to tenured teachers only. Said application shall be submitted by said teacher to the Board prior to the taking of each course. If any teacher in this unit is receiving a salary of less than his/her full step on the guide, then he/she shall receive the same percentage for course reimbursement under this paragraph.

The Board agrees to pay any full-time tenured teacher \$1000 upon the first anniversary of graduation from an accredited Masters Degree Program; provided there is no break in service to the Island Heights School District during the year following graduation. Part-time teachers will receive a pro-rata amount.

The Board agrees to pay any full-time tenured teacher \$3000 upon the first anniversary of graduation from an accredited Doctorate Degree Program; provided there is no break in service to the Island Heights School District during the year following graduation. Part-time teachers will receive a pro-rata amount.

ARTICLE IX - LEAVE POLICY**A. Sick Leave**

1. Definition: Sick leave is hereby defined to mean the absence of a teacher from his post because of personal disability due to illness or injury, or because of a teacher being excluded from school by the school district's medical authority because of a contagious disease or because of being quarantined for such a disease in his or her immediate household.

2. Full-time teachers shall be allowed a maximum of twelve (12) days each school year for leave because of personal illness. Part-time teachers shall receive: one (1) day of employment per week, two (2) days sick leave per year; two (2) days of employment per week, five (5) days sick leave per year; three (3) days of employment per week, seven (7) days sick leave per year; four (4) days of employment per week, ten (10) days sick leave per year..

3. The unused portion of sick leave days, to a maximum of ten (10) days per year, by a teacher in service in the Island Heights School system, may be accumulated without limit.

4. The Board of Education may request a doctor's certificate prior to payment of any salary for any sick leave.

5. In June, the School Board Secretary shall submit to each teacher the number of sick leave days accumulated by him/her.

6. The board agrees to pay a sum of \$300 to each full-time teacher in any year said teacher does not use any sick leave days during the course of a full school year. \$200 will be paid to those full-time teachers who use only one sick leave day, during the course of a full school year, and \$100 will be paid to those full-time teachers who use only two sick leave days.

Part-time teachers will receive a pro-rata amount (e.g. 1/5 for one (1) day of employment, 2/5 for two (2) days of employment, 3/5 for three (3) days of employment, 4/5 for four (4) days of employment).

B. Personal Days

1. Three (3) days shall be allowed each year to full-time teachers only for personal business that cannot be conducted outside of school hours. Personal business days shall be approved in advance by the Administrator. In the event three (3) or more requests for personal leave are submitted for personal leave immediately before or after a holiday, those staff members making the requests agree to meet with the Administrator as a group to review these requests. Part-time teachers shall be allowed a proportionate percentage computed on the number of weekly work days of employment.

2. Personal business is defined as: serious illness or accident in the immediate family, household emergencies, marriage, legal business, commencement exercises of employee and/or immediate family, other urgent commitments or emergencies.

3. Requests for personal days must be submitted three (3) days in advance except in cases of serious illness, accident, household emergencies or other urgent emergencies in which case as much advance notice as possible will be given.

4. The Board agrees to pay the sum of \$200 to each full-time teacher in any full school year (September 1 thru June 30) in which said teacher does not use any personal days.

Part-time teachers will receive a pro-rata amount (e.g. 1/5 for one (1) day of employment, 2/5 for two (2) days of employment, 3/5 for three (3) days of employment, 4/5 for four (4) days of employment).

C. Legal Business

Teachers shall be allowed the time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system, but this allowance shall not apply to any legal proceeding initiated by the teacher. To the extent possible, the appearances scheduled shall not be during the school work days.

D. Death in the Immediate Family

1. A full-time teacher may be allowed a maximum of three (3) school day's absence per bereavement, with pay, because of the death of his/her immediate family. The term "immediate family" is defined as a spouse, parent, child, brother, sister, grandparent, grandchild or the parent, child, brother or

sister of a spouse. Part-time teachers shall be allowed a proportionate percentage computed on the number of weekly work days of employment (e.g. one (1) day of employment per week = 3/5th of a day per year; two (2) days of employment per week = 1 1/5th days per year, etc.).

2. A teacher will be allowed one (1) full school day's absence with pay in the event of the death of an aunt, uncle, nephew or niece. Part-time teachers shall be allowed a proportionate percentage computer on the number of weekly work days of employment (e.g. one (1) day of employment per week = 1 hour per year; two (2) days of employment per week = 2 hours per year, etc.).

E. Maternity/Paternity Leave

1. Full-time tenured teachers shall be permitted to take maternity/paternity leaves without pay.

2. Application for maternity/paternity leave or an extension thereof shall be submitted in writing not later than sixty (60) days in advance of the requested leave or extension.

3. A teacher may return to duty following maternity/paternity leave upon submitting a physician's certification of good health.

4. Maternity/Paternity leaves shall continue for one year from the time of initial absence and as much longer as may be necessary to extend the leave to the opening of the next school year.

5. It is the responsibility of the teacher to notify the Board in writing via the Administrator of his or her availability more than sixty (60) and less than ninety (90) days of the termination of the leave. In the event said notice is not received, it will be presumed that the teacher has resigned.

F. Adopted Child

1. In the event a full-time teacher shall adopt a child, and wishes to take a leave of absence without pay, said employee shall be permitted to do so under the following terms and conditions. The employee shall give a minimum of sixty (60) days notice, in writing, as to the date that he/ she wishes to commence said leave of absence without pay. That leave of absence shall be for a period not greater than the remainder of the school year when the leave of absence commences. By March 31st of the year that is

taken for this purpose, the employee must give written notice of their intention to return for the following school year commencing in September. This right to take the leave without pay for the purpose of staying

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home with an adopted child shall be limited to those employees whose spouse, on a regular basis, does not remain at home and is not available for the care of the adopted child.

G. Sabbatical Leave

Sabbatical leave may be applied for by January 1st of the school year prior to the start of the leave. Its granting is at the absolute discretion of the Board. If granted, payment will be negotiated between the individual teacher and the Board of Education. The subject of sabbatical leave including its granting, refusal to grant, and payment shall not be subject to arbitration under the grievance procedure.

ARTICLE X - TEACHER'S WORK DAY AND WORK YEAR

A. All teachers shall be required to report for duty not more than one hundred and eighty five (185) days per year (183 of which shall be attended by pupils) regardless of the number of days set forth in the school calendar prepared by the Board. However, the Board of Education and the Teacher Association

agree to a maximum of three (3) extra, four (4) hour teacher days, for professional development in addition to the 185 teacher day. These days will be scheduled at a time mutually acceptable to the Board of Education and the Teacher's Association. These days will be paid at an hourly rate of \$35.00.

All teachers shall report for duty on time prepared to start class and shall be permitted to leave immediately after classes are over provided that they recognize their professional responsibilities to assist students after school; to hold parent teacher conferences; to meet the professional requirements of their position; and to participate in the activities deemed necessary to the maintenance and development of a good school. On all days the teachers' work day shall end when the necessary school closing details have been accomplished.

All school work days for teachers will consist of 6 hours and 20 minutes of student teacher contact time for educational purposes except for the other activities provided in Article X; and shall be no less unless the Board decides to have a shortened day. The only exception to the previous sentence shall be the last school days prior to Thanksgiving, Winter Break and the last day of school for staff and students on which day classes shall be dismissed at 1 P.M.

B. Teachers shall be required to remain a reasonable number of times after the end of the regular instructional days for the purposes of attending general staff, school faculty or other professional meetings.

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C. Attendance and participation of teachers at the following and similar activities are requisite to the professional operation of the regular school program: Professional meetings, conferences with teachers, administrators and parents; participation in curriculum planning and activities; reasonable number of other activities planned by the administration and/or teaching personnel.

D. Teachers shall have a duty-free lunch period of thirty (30) minutes daily.

E. Teachers shall have five (5) prep periods per week plus one professional growth period. The professional growth period, during which there will be no duties assigned by the administration, unless an emergent situation arises. These periods will be self-directed and utilized solely for individual certificated staff member professional growth and/or professional collaboration with colleagues, at the mutual agreement of the certificated staff member and principal. If a certified staff member should lose his or her regularly scheduled daily preparation period or weekly professional growth period, the certificated staff member will be paid the pro-rated portion of his/her per diem salary for the lost preparation of professional growth period missed.

ARTICLE XI - SCHOOL CALENDAR

The preparation of the school calendar and any changes or deviations therefrom shall be the sole responsibility of the Board. The Board agrees to consider any opinions or feelings presented to the Board by the Teachers Association relative to the school calendar.

ARTICLE XII - INSURANCE BENEFITS

A. Health Insurance - The Board agrees to enroll (grandfather) all teachers and their families presently employed prior to July 1, 1996 who have or will have 20 hours per week during their employment in the school district, in a health insurance plan which is equal to or better than what had been in effect. The Board agrees to pay all premiums for such insurance for each teacher and his/her family, who works 20 hours or more per week. If the Board should change health insurance plans during the term of the contract and should health insurance premiums rise above 12% from the July 1, 1999 rate, the Board will increase the deductible amount to \$200/\$400, if

allowed by the health insurance plan. In addition, it is agreed that the negotiating committee may meet with the new insurance provider's representative to review the policy.

B. Prescription Insurance - The Board agrees to pay all but \$5.00 of each prescription for teachers eligible for enrollment in the health insurance plan provided no reimbursement is made by the plan.

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Each covered teacher shall first submit prescription receipts to their health insurance plan or the teachers' primary coverage for reimbursement. A copy of the itemized major medical form/health form shall be retained and submitted to the Board Office together with a copy of the Group Health Statement or Payment Statement, which indicates the amount of reimbursement.

The Board shall then pay the unreimbursed cost less \$5.00 of each prescription.

C. Dental Insurance - The Board agrees that in the three years of the contract, each teacher entitled to Health Benefits coverage shall receive \$50 per month credit (12 months a year) toward the cost of a Dental Insurance Plan. Any additional monthly premium shall be made by the employee and can be handled through a payroll deduction.

D. Eyecare Insurance - The Board agrees that in the three years of the contract, each teacher entitled to Health Benefits coverage shall receive \$15 per month credit (12 months per year) toward the cost of an Eyecare Insurance Plan. Any additional monthly premium shall be made by the employee and can be handled through a payroll deduction.

ARTICLE XIII - RETIREMENT LEAVE COMPENSATION

An employee with ten (10) years continuous, uninterrupted service with the district who notifies the Board in writing of his/her intention to retire and who actually files retirement papers with the N.J. Division of Pensions, shall be entitled to receive a Retirement Leave Compensation. Said compensation shall be computed at the salary rate earned during the final year of employment at 1/200th of such annual salary, at the rate of 1 day's pay for each 2 days of unused accumulated sick leave, to a maximum of 75

days (e.g. 100 accumulated days, 50 paid out; 150 accumulated days, 75 paid out). Said compensation shall be paid out equally over a two-year period.

ARTICLE XIV - CONCLUSION

It is understood and agreed by the Island Heights Teacher’s Association, that under the rulings of the Court of New Jersey and the State Commissioner of Education, the Island Heights Board of Education shall not waive any rights of powers granted to it by law.

IN WITNESS WHEREOF, the parties have affixed their signatures this day of 2005.

FOR THE BOROUGH OF ISLAND HEIGHTS BOARD OF EDUCATION

Witnessed:

Signed:

Frank J. Frazee, CPA School Bus. Adm.
Island Heights Board of Education

Lisa Wardle, President
Island Heights Board of Education

FOR THE ISLAND HEIGHTS TEACHER’S ASSOCIATION

Witnessed:

Signed:

Secretary, IHTA

President IHTA

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ISLAND HEIGHTS TEACHER'S CONTRACT

2005-2008

STEPS	BA	BA+15	BA+30	MA	MA+30
2005-06					
0-3	36,601	37,001	37,301	37,701	38,001
4	37,000	37,400	37,700	38,100	38,400
5	37,900	38,300	38,600	39,000	39,300
6	38,900	39,300	39,600	40,000	40,300
7	39,601	40,001	40,301	40,701	41,001
8	40,601	41,001	41,301	41,701	42,001
9	41,601	42,001	42,301	42,701	43,001
10	42,811	43,211	43,511	43,911	44,211
11	43,812	44,212	44,512	44,912	45,212
12	44,811	45,211	45,511	45,911	46,211
13	45,811	46,211	46,511	46,911	47,211
14	46,811	47,211	47,511	47,911	48,211
15	47,811	48,211	48,511	48,911	49,211

Above Step 16 - \$2,597 over last year's salary

Plus \$1,000 after 14 years service in the District. Part-time teacher will receive pro-rata amount based on continuous

STEPS 2006-07	BA	BA+15	BA+30	MA	MA+30
0-3	37,000	37,400	37,700	38,100	38,400
4	39,440	39,840	40,140	40,540	40,840
5	41,000	41,400	41,700	42,100	42,400
6	42,000	42,400	42,700	43,100	43,400
7	42,650	43,050	43,350	43,750	44,050
8	43,650	44,050	44,350	44,750	45,050
9	44,000	44,400	44,700	45,100	45,400
10	44,650	45,050	45,350	45,750	46,050
11	45,650	46,050	46,350	46,750	47,050
12	46,651	47,051	47,351	47,751	48,051
13	47,650	48,050	48,350	48,750	49,050
14	48,650	49,050	49,350	49,750	50,050
15	49,650	50,050	50,350	50,750	51,050

Above Step 16 - \$2,597 over last year's salary.

Plus \$1,000 after 14 years service in District. Part-time teacher will receive pro-rata amount based on continuous service.

STEPS 2007-08	BA	BA+15	BA+30	MA	MA+30
0-3	38,000	38,400	38,700	39,100	39,400
4	40,440	40,840	41,140	41,540	41,840
5	42,532	42,932	43,232	43,632	43,932
6	43,500	43,900	44,200	44,600	44,900
7	44,500	44,900	45,200	45,600	45,900
8	45,000	45,400	45,700	46,100	46,400
9	45,742	46,142	46,442	46,842	47,142
10	46,742	47,142	47,442	47,842	48,142
11	47,742	48,142	48,442	48,842	49,142
12	48,742	49,142	49,442	49,842	50,142
13	49,743	50,143	50,443	50,843	51,143
14	50,742	51,142	51,442	51,842	52,142
15	51,742	52,142	52,442	52,842	53,142

Above Step 16 - \$2,597 over last year's salary.

Plus \$1,000 after 14 years service in District. Part-time teacher will receive pro-rata amount based on continuous service.