

**2003 - 2006**

**CONTRACT AGREEMENT**

**BETWEEN**

**SEASIDE PARK BOARD OF EDUCATION**

**AND**

**SEASIDE PARK EDUCATION ASSOCIATION**

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**AND**

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**PREAMBLE**

THIS AGREEMENT entered into this 26th day of April 2004 by and between this Board of Education of the Borough of Seaside Park, New Jersey, hereinafter called the "Board" and the Seaside Park Education Association, hereinafter called the "Association".

**ARTICLE 1**

**RECOGNITION**

**A. UNIT**

The Board hereby recognized the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment, for full and part time certified personnel whether under contract, on leave, or employed by the Board, including classroom teachers and special subject teachers, but excluding all other personnel.

**B. DEFINITION OF TEACHER**

Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all certified employees described above.

**ARTICLE II**

**NEGOTIATION OF SUCCESSOR AGREEMENT**

**A. DEADLINE DATE**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey State Employer-Employee Relations Act, as amended, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teacher's employment. Such negotiations shall begin not later than October 1, of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement, so negotiated shall apply to all teachers and be reduced in writing, when adopted by the Board.

**B. MODIFICATION**

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

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS**

1. A "Grievance" shall mean a complaint by employee(s) or representative(s) of employees(s) arising out of an alleged misapplication, misinterpretation or violation of the express terms of this Agreement.
2. An "Aggrieved person" is the person(s) or the Association making the claim and any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.
3. A "Party in interest" is the person(s) making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### **B. PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to the grievances which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### **C. PROCEDURE**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all steps in the grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. A grievance to be considered under this procedure must be initiated in writing by the employee within fifteen (15) calendar days of the occurrence of the actual happening which gives rise to the grievance or fifteen (15) days from a point in time when the employee should reasonably have been aware of its occurrence.
4. **LEVEL ONE**
  - a. A teacher with a grievance shall first discuss it with the Administrator either directly or through the Association designated representative, with the objective of resolving the matter informally.
5. **LEVEL TWO**
  - a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she shall file a written notice of said grievance with the Administrator, who shall meet and discuss said grievance. Such requests shall

be in writing and shall include the position of the Association and shall include all available relevant evidence in support thereof.

- b. Within five (5) school days after the conclusion of the discussion, the Administrator shall issue a decision, in writing, setting forth his findings of facts, reasoning and conclusions on the issues submitted to him.

6. LEVEL THREE

- a. If the decision rendered by the Administrator is adverse to the aggrieved, the Association may, within five (5) school days after the Administrator has rendered such adverse decision, or within ten (10) school days after the position of the Association was received by the Administrator, appeal, in writing, to the Board setting forth the reasons for said appeal and including any documentary evidence relating thereto.
- b. The Board shall consider the appeal and may, with ten (10) school days after the receipt of such appeal, hold a hearing. If a hearing is held, the Board shall issue a decision, in writing, within twenty (20) school days after the conclusion of such hearing.
- c. If the Board determines that a hearing is not warranted or necessary, it shall nevertheless, issue a decision, in writing, within twenty (20) school days after receipt of the appeal from the Association.
- d. Such appeal shall in all cases, be confined solely to the issues and evidence submitted in support thereof to the Administrator and shall provide the specific basis of disagreement and evidence in support thereof.

7. LEVEL FOUR

- a. If the Association, or individual teacher, determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of the determination of the Board.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Association shall request a listing of arbitrators from the American Arbitration Association. The parties shall be bound by the rules of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly. Said hearing shall, in all cases, be confined solely to the issues and evidence submitted in support thereof to the Board. The arbitrator shall limit himself to the interpretation and application of the express terms of this Agreement. He shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, except if the arbitrator determines that said provision is contrary to applicable law.
- d. The arbitrator shall issue his recommendation, in writing, not later than twenty (20) days from the date of the close of the hearings and shall set forth his findings of act, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory on the parties.

- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- f. Grievances arising over alleged violations of Board Policy or Administrative decisions shall be subject to the grievance procedure only through Level Three.
- g. It is understood and agreed by the Board and the Association that, in the event that the Association or an aggrieved person should choose not to follow the procedures as set forth in the Article, but in lieu thereof, seek judicial or other administrative relief, then, in that event, the said Association, or aggrieved person shall have waived his/her right for a determination of the grievance under this Article.

D. RIGHTS OF TEACHERS TO REPRESENTATION

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or any person of his/her own choosing, including a representative selected or approved by the Association. When a teacher is not 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.
- 2. Separate Grievance File  
  
All documents, communications, and records dealing with the processing of a grievance shall be filed in separate grievance files and shall not be kept in the personnel file of any of the participants, excepting that the final decision may properly be placed in the personnel file.
- 3. Forms  
  
Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Board, the Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 4. Meetings and Hearings  
  
All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.
- 5. The aggrieved party shall perform all assigned duties, including duties being grieved, until the completion of the grievance procedure.
- 6. Failure by the aggrieved or the Association to process a grievance in accordance with the time schedule as set forth in this Article shall constitute an abandonment of the grievance and render it null and void. Failure of the Board to process a grievance in accordance with the time schedules as set forth in this Article shall permit the aggrieved to automatically proceed to the next level. Any waiver of this provision must be in writing and acknowledged by both parties.

## **ARTICLE IV**

### **TEACHER'S RIGHTS**

#### A. REQUIRED MEETING OR HEARING

Whenever any teacher is required to appear before the Board or any committee member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. The above is not intended to limit the opportunities of the Administrator and a teacher to have conversations concerning teaching problems.

- B. The teacher shall determine grades of students based upon his/her professional judgement of available criteria pertinent to any given subject area or activity for which he/she is responsible within the grading policies of the Seaside Park School District. No grade or evaluation shall be changed without approval of the Administrator.

#### C. CRITICISM OF TEACHERS

Any questions or criticism by an Administrator or Board member of a teacher or his/her instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

- D. Any questions or criticism by a teacher of a superior, Administrator or Board member shall be made in confidence and not in the presence of students, parents or other public gatherings.

#### E. ASSOCIATION IDENTIFICATION

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

## **ARTICLE V**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

#### A. RELEASED TIME FOR MEETINGS

Whenever required by the school Administrator or the Board of Education, any representative of the Association or any teacher participating during working hours in negotiations, grievance proceedings, conferences or meetings, shall suffer no loss of pay.

#### B. USE OF SCHOOL BUILDING

The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings. The Administrator shall be notified in advance of the time and place of all such meetings. Approval of the Administrator shall be required. This use shall be subject to availability of custodial coverage.

#### C. BULLETIN BOARDS

The Association shall have the exclusive use of a bulleting board in the faculty lounge. Copies of all materials to be posted on such bulletin board shall be simultaneously given to the Administrator, but no approval shall be required.

D. SCHOOL CALENDER

The Board will consider the recommendations of the teachers' committee concerning the school calendar. The Board will also provide to this Association ample opportunity for the Association to express its position/opinion concerning the school calendar at those meetings of the Board when the school calendar is subject to discussion by the Board.

**ARTICLE VI**

**TEACHER WORK YEAR**

A. IN-SCHOOL WORK YEAR

1. Ten (10) Month Personnel

The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-five (185) days.

2. Definitions of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and other days on which teacher attendance is required.

3. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

**ARTICLE VII**

**TEACHING HOURS AND TEACHING LOAD**

A. TEACHER DAY

1. Length of Day

The arrival and departure times for all teachers shall be designated in Item A-2 of this Article; however, their total in-school work day shall consist of not more than six (6) hours and forty-five (45) minutes which shall include a duty-free lunch period as guaranteed to teachers.

2. Arrival and Dismissal Time

Teachers shall arrive at school by 8:30 A.M. and be in the school building preparing for class at least twenty (20) minutes before the opening of school. They shall remain in school fifteen (15) minutes after the close of school or as much longer as is necessary for purposes of providing special help to pupils and performing their duties.

In case of inclement weather during playground periods, children will report to the multipurpose room. Teachers with playground assignment will determine whether the children shall remain on the playground before school. This decision will be adhered to by all teachers and no children are to be on the playground counter to the decision. The children will be instructed by their teachers that when they arrive at school, if no one is on the playground, they are to go directly to the multipurpose room.

B. TEACHING LOAD

The daily teaching load shall not exceed five (5) hours and twenty (20) minutes per pupil contact time or as directed by the Administrator, such direction being grievable if abused.

C. PREP-TIME

At the present time, the teachers have approximately six (6) periods during the week, which are free of classroom instruction and which are used as prep-time. Philosophically, the Board of Education understands and recognizes the benefit of prep-time and commits itself to providing to the teacher preparation time for at least five (5) periods during the week. Such a commitment is not guaranteed and such commitment is strictly dependent upon the curriculum and other factors which might necessarily preclude five (5) prep-periods a week.

D. CURRICULUM PLANNING

Any teacher requested to write or rewrite curriculum will be compensated in one of the following ways:

- a. A volunteer committee will be formed and meet during the summer. Members will be monetarily compensated at an hourly rate.
- b. School will be dismissed at 1:00 P.M. periodically for the purpose of writing curricula until completed.

E. INSTRUCTIONAL PLANNING

Teachers shall be required to submit standardized daily, weekly and/or alternate plans as needed according to procedures developed by the Administrator.

F. LUNCH PERIODS

Excepting whenever otherwise individually contracted for, teachers shall have a forty (40) minute duty free lunch period per working day.

G. MEETINGS

1. Faculty and Other

Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty meetings. Faculty meetings shall not exceed two (2) per month. Such meetings shall begin no later than fifteen (15) minutes after regular dismissal time and shall run for no more than one hour. All Committee and faculty meetings shall be included in the twenty (20) meetings per year. Special teachers or part-time personnel will not be required to attend meetings or workshops not on their regular schedule or beyond their regular hours.

2. Prior to Holidays and Weekends

Meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.



3. Notice and Agenda

The notice of an agenda for any meeting shall be given to the teachers involved at least two (2) days prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

4. Evening Meetings

Teachers may be required to attend not more than five (5) evening assignments or meetings each school year without additional compensation. Parent/Teacher conferences, scheduled at night, shall be limited to a three (3) hour time frame; for example, 5:00 P.M. to 8:00 P.M.

5. Parent/Teacher Conferences

There will be two (2) 1:00 P.M. dismissals in both Fall and Spring for the purpose of parent conferences.

H. FIELD TRIPS

Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them. This, however, shall not limit the right of the Administrator to require field trips or to give critical evaluation of teachers failing to schedule and properly carry out field trips as part of the curriculum. Written permission for field trips shall be obtained from the Board to guarantee insurance coverage as a school-sponsored activity. Buses will be provided for the purpose of all field trips. No teacher will be expected to use his/her own vehicle to transport students.

Teachers accompanying students on overnight trips will be compensated the additional rate of \$200.00 per night, over and above their regular salary. Overnight is defined to mean a trip where pupils are housed away from home from one evening to the following morning.

**ARTICLE VIII**

**TEACHER EMPLOYMENT**

A. PLACEMENT ON SALARY SCHEDULE

Each teacher currently employed shall be placed on his proper step of the salary schedule. Any teacher employed for one hundred twenty (120) school days of any school year shall be given full credit for one year of service toward credit for experience, not, however, toward tenure.

All teachers hired after the execution of this contract shall be placed on the step of the salary schedule as agreed to by the Board of Education and the teacher upon execution of the first contract.

B. NOTIFICATION OF CONTRACT AND SALARY

Teachers shall be notified of their contract and salary status for the ensuing year in accordance with the New Jersey State Laws.

## **ARTICLE IX**

### **SALARIES**

#### **A. SALARY SCHEDULE**

The salary of each teacher covered by this Agreement is set forth in Schedules A, B, and C which are attached hereto and made a part thereto.

#### **B. METHOD OF PAYMENT**

##### **1. Ten (10) Month**

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

##### **2. Summer Pay Plan**

Each teacher may individually elect to have ten percent (10%) of his/her monthly salary deducted from his/her pay. These funds shall be paid to the teacher or his estate upon the final pay day in June, or upon the death or termination of employment if earlier.

##### **3. Exceptions**

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

##### **4. Final Pay**

Each teacher shall receive his final pay and the pay schedule for the following year on the last working day in June, subject to the provisions of 18A:29-4 and subject to the completion of all duties imposed by administrative regulations or policies of the Board of Education.

#### **C. ADDITIONAL COMPENSATION**

1. Any teacher participating in school activities on weekends or participating in any activity which commences after 3:00 P.M. will be compensated at the rate of \$30.00 per hour.

2. Teacher-in-Charge for the school year will be paid \$1,000.00

3. Art and Music Teachers shall receive an annual stipend of \$250.00 as compensation for after school activities in connection with performances/exhibitions.

## **ARTICLE X**

### **TEACHER ASSIGNMENT**

#### **A. NOTIFICATION**

##### **1. Date for All Presently Employed Teachers**

All teachers shall be given written notice of their salary schedules and class assignments for the forthcoming year not later than the last teacher working day.

2. Revisions

In the event that changes in such scheduled or class assignments are made after the last teacher working day, the teacher affected shall be notified in writing and, upon request of the teacher, the changes shall be reviewed between the Administrator and the affected teacher.

**ARTICLE XI**

**TRANSFERS AND REASSIGNMENTS**

A. NOTIFICATION OF VACANCIES

1. No later than June 1 of each school year, the Administrator shall post in the school, a list of the known vacancies which shall occur during the following school year.
2. Filling Requests

Teachers who desire a change in grade may file a written statement of such desire with the Administrator. Such a statement shall include the grade to which the teacher desires to be assigned.

3. Notice of transfer or reassignment in a non-emergency situation shall be given to teachers at least four (4) weeks prior to the date of the transfer.

**ARTICLE XII**

**TEACHER EVALUATION**

- A. Teacher evaluation shall be the function of the Administrator in accordance with Board Policy, be reduced to writing, and furnished to staff members.

B. EVALUATION PROCEDURE

1. Reports

Evaluation reports shall be presented to each teacher by the Administrator in accordance with the following procedures:

- a. Such reports shall be issued in the name of the Administrator based on a compilation of reports and observations.
- b. Such reports shall include, but not limited to the following:
  1. Strengths of the teacher as evidenced during the period since the previous report.
  2. Weaknesses of the teacher as evidenced during the period since the previous report.
  3. Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

C. PERSONNEL RECORDS

1. File

A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies, at a teacher's expense, of any document contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. The Board agrees not to establish any other personnel file.

2. Derogatory Material

No material derogatory to a teacher's conduct, service, character or personality shall be placed in this personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents thereof.

The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Administrator and attached to the file copy.

**ARTICLE XIII**

**COMPLAINT PROCEDURE**

A. PROCEDURAL REQUIREMENT

Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which does or may influence evaluation of a teacher shall be processed according to the procedure in the following outline.

B. MEETING WITH ADMINISTRATOR

The 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.

C. RIGHT TO REPRESENTATION

The teacher shall have the right to be represented by the Association at any meeting or conferences regarding such complaint.

**ARTICLE XIV**

**TEACHER FACILITIES**

A. FACILITIES

A furnished room shall be reserved for the use of teachers as a faculty lounge. Teachers shall exercise reasonable care in maintaining the appearance and cleanliness of said lounge. The school custodial staff will maintain a regular schedule of the cleaning of said lounge.

## **ARTICLE XV**

### **SICK LEAVE**

#### A. ACCUMULATIVE

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

#### B. TRANSFERS FROM OTHER DISTRICTS

Whenever the Board employs a teacher who has unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant additional sick leave credit, in addition to the annual and accumulated sick leave provided in Section A of this Article. Such additional sick leave credit shall be up to fifty percent (50%) of the unused accumulation from another school district up to a maximum of fifteen (15) days. The Board of Education reserves the right, in individual cases, to grant additional leave up to full accumulation to recruit a particular candidate.

#### C. NOTIFICATION OF ACCUMULATION

Teachers shall be given a written accounting of accumulated sick leave days no than September 30th of each school year. Teachers shall, within thirty (30) days, indicate on a copy of the above accounting, disagreement with stated accumulation.

#### D. UNUSED SICK LEAVE COMPENSATION UPON RETIRMENT

All members after twenty (20) years of service in the New Jersey Public School System and who are retiring at the age of fifty-five (55) years of age or more, will be paid in lieu of accumulated sick leave at the current rate of pay one (1) day for every three (3) days of sick days accumulated in the Seaside Park School District, according to the Schedule below:

1. Upon retirement during the 2003-2004 school year, \$7,500.00;
2. Upon retirement during the 2004-2005 school year, \$8,500.00;
3. Upon retirement during the 2005-2006 school year, \$9,000.00

##### 1. Accumulation Date

The effective starting date for accounting unused sick leave days is July 1, 1983.

##### 2. Advance Notice

The employee shall notify the Board of Education of his/her intention to retire by January 1, to be eligible for the bonus to be paid on July 1. If the employee notifies the Board after January 1, it will result in payment of the bonus the following year on July 1.

## **ARTICLE XVI**

### **TEMPORARY LEAVES OF ABSENCE**

#### A. TYPE OF LEAVE

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. Personal

There shall be three (3) personal days available per annum, subject to the following:

- a. A member of the professional staff desiring to utilize a personal day will provide notification of this decision to the Superintendent at least three (3) days prior to the date when the personal day is going to be used. The three (3) day notice will not be applicable in cases of emergency. Teachers will have the option of using two (2) half personal days in place of one (1) and only one (1) whole personal day.
- b. Personal days are for personal reasons and, as such, they can be used for any purpose but for vacation days. A member of the professional staff shall not be required to provide a basis for his or her intention to use a personal day.
- c. One personal day may be used by one teacher on the day immediately preceding or the day immediately following a school holiday with a thirty (30) day notice. This will be determined on a first come, first serve basis.

2. School Visitation

Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. There will be available to the professional staff additional days off for the purpose of professional betterment subject to prior approval by the Board of Education and such school visitations shall be limited to two (2) teachers from the school on any given school day.

3. Legal

The Board reserves the right to grant or deny any additional leave days for appearance in any legal proceeding, except where, by statute, a teacher has the right to such leave.

4. Death

In the event of death of a teacher or student in the Seaside Park Elementary School, the Administrator may grant teachers time off to attend the funeral.

5. Non-accumulative

Non-accumulative emergency leave shall be allowed to teachers according to the following schedule:

- a. There shall be granted up to five (5) non-accumulative emergency days per year to be used for a death of either a husband/wife, mother/father, son/daughter, sister/brother, mother-in-law/father-in-law, brother-in-law/sister-in-law, grandparents, or grandchild. In cases of serious emergency illness or accident, within the immediate family, personal days will be used. Application to the Board may be made in cases where personal days are exhausted or where death occurs to one standing in a similar relationship as those stated above.

6. Good Cause

Other leaves of absence, with pay, may be granted by the Board for good cause.

IN ADDITION TO SICK LEAVE

Leaves taken pursuant to Section A above shall be addition to any sick leave to which the teacher is entitled.

**ARTICLE XVII**

**EXTENDED LEAVES OF ABSENCE**

A. EXTENDED LEAVES OF ABSENCE SHALL BE WITHOUT PAY.

B. ILLNESS IN THE FAMILY

Application may be made for leave of absence, without pay, for illness in the family.

C. GOOD CAUSE

Other leaves of absence, without pay, may be granted by the Board for good reason.

**ARTICLE XVIII**

**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

A. ASSISTANCE FOR TEACHERS

Within any one (1) week, a teacher who shall so request shall be granted at least thirty (30) minutes of counseling with the Administrator. Such meetings shall be scheduled after school or during free time.

B. PROGRAMS

The Board agrees to pay the full cost of tuition, according to Board Policy, and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required, at Board direction, to take.

**ARTICLE XIX**

**INSURANCE PROTECTION**

A. COVERAGE PROVIDED

1. The Board shall pay the full premium for each eligible teacher and provide family plan medical and prescription insurance coverage through New Jersey State Health Benefits Plan with a choice of all plans offered by NJ State Health Benefits Program.
2. The Board shall pay the full premium for family dental plan as insured by Blue Cross and Blue Shield of New Jersey, respectively and written through Grinspec.
3. For each eligible teacher, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1 and ending June 30.

4. The Board shall pay for the eligible teacher family expenses relating to prescription glasses of \$550.00 per year.

or

The Board will provide family optical insurance equal to the amount per year as specified above.

**B. DESCRIPTION TO TEACHERS**

The Board shall provide such teacher a description of the health care insurance coverage provided under this Article, subject to availability which shall include a clear description of conditions and limits of coverage as listed above.

**ARTICLE XX**

**DEDUCTIONS FROM SALARY**

**A. ASSOCIATION PAYROLL DUES DEDUCTIONS**

1. The Board agrees to deduct from the salaries of the teachers dues for the Seaside Park Education Association, the Ocean County Council of Education Association, New Jersey Education Association or the National Education Association or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Seaside Park Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association shall give the Board written notice prior to the effective date of any change.

**B. LOCAL, STATE AND NATIONAL SERVICES**

The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board an the appropriate associations.



## ARTICLE XXI

### MISCELLANEOUS PROVISIONS

A. BOARD POLICY

This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

B. HOLD HARMLESS CLAUSE

In the event that the Board and/or its agent makes a payment to the Association in excess of what is properly due, the Board and/or its agent shall not be liable for same and the affected teacher or teachers shall seek recourse for reimbursement for overpayment from the Association.

C. SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, nothing contained herein shall be interpreted and/or applied to deny, restrict, eliminate, reduce or otherwise detract from any teacher rights or Board of Education rights existing under New Jersey State Laws or other applicable rules and regulations of the State of New Jersey.

D. MANAGEMENT RIGHTS

All rights, not given to the employees or the Association, by the express terms of this Agreement or New Jersey Statutes, are hereby reserved to the Board of Education as a management prerogative.

E. SEPARABILITY

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

F. COMPLAINT BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, and will be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.

G. PRINTING AGREEMENT

Copies of this Agreement shall be printed at the joint expense of the Board and the Association after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

H. NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement either party shall do so by telegram or certified letter at the following addresses;



**2003-2004 TEACHER SALARY GUIDE**

**SCHEDULE A**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
1	33,520	33,888	34,255	34,623	34,990
2	34,020	34,388	34,755	35,123	35,490
3	34,520	34,888	35,255	35,623	35,990
4	34,940	35,308	35,675	36,043	36,410
5	35,518	35,886	36,253	36,621	36,988
6	36,239	36,607	36,974	37,342	37,709
7	36,988	37,356	37,723	38,091	38,458
8	37,513	37,881	38,248	38,616	38,983
9	38,458	38,826	39,193	39,561	39,928
10	39,613	39,981	40,348	40,716	41,083
11	40,930	41,298	41,665	42,033	42,400
OG1	42,605	42,973	43,340	43,708	44,075
OG2	44,521	44,889	45,256	45,624	45,991
OG3	48,401	46,769	47,136	47,504	47,871
OG4	48,392	48,760	49,127	49,495	49,862
OG5	50,135	50,503	50,870	51,238	51,605
OG6	52,340	52,708	53,075	53,443	53,810
OG7	54,860	55,228	55,595	55,963	56,330
OG8	59,891	60,259	60,626	60,994	61,361
OG9	62,723	63,083	63,444	63,804	64,165

**EDUCATION INCENTIVE:**

For the term of this contract and for up to 50% of the staff, tuition shall be paid up to \$500.00 per graduate credit course, not to exceed \$1,000.00 per teacher per year for teacher-requested courses as recommended by the Chief School Administrator to the Board of Education for approval. Said courses shall directly relate to the teacher's current area of responsibility within the district.

**2004-2005 TEACHER SALARY GUIDE**

**SCHEDULE B**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
1	36,195	36,563	36,930	37,298	37,665
2	36,695	37,063	37,430	37,798	38,165
3	37,195	37,563	37,930	38,298	38,665
4	37,615	37,983	38,350	38,718	39,085
5	38,193	38,560	38,928	39,295	39,663
6	38,914	39,281	39,649	40,016	40,384
7	39,663	40,030	40,398	40,765	41,133
8	40,188	40,555	40,923	41,290	41,658
9	41,133	41,500	41,868	42,235	42,603
10	42,288	42,655	43,023	43,390	43,758
11	43,605	43,973	44,340	44,708	45,075
OG1	45,280	45,648	46,015	46,383	46,750
OG2	47,196	47,564	47,931	48,299	48,666
OG3	49,076	49,443	49,811	50,178	50,546
OG4	51,067	51,435	51,802	52,170	52,537
OG5	52,810	53,178	53,545	53,913	54,280
OG6	55,015	55,383	55,750	56,118	56,485
OG7	57,535	57,903	58,270	58,638	59,005
OG8	60,629	60,993	61,357	61,721	62,085
OG9	63,723	64,083	64,444	64,804	65,165

**EDUCATION INCENTIVE:**

For the term of this contract and for up to 50% of the staff, tuition shall be paid up to \$500.00 per graduate credit course, not to exceed \$1,000.00 per teacher per year for teacher-requested courses as recommended by the Chief School Administrator to the Board of Education for approval. Said courses shall directly relate to the teacher's current area of responsibility within the district.

**2005-2006 TEACHER SALARY GUIDE**

**SCHEDULE C**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
1	39,115	39,465	39,815	40,165	40,515
2	39,865	40,215	40,565	40,915	41,265
3	40,615	40,965	41,315	41,665	42,015
4	41,015	41,365	41,715	42,065	42,415
5	41,565	41,915	42,265	42,615	42,965
6	42,252	42,602	42,952	43,302	43,652
7	42,965	43,315	43,665	44,015	44,365
8	43,465	43,815	44,165	44,515	44,865
9	44,365	44,715	45,065	45,415	45,765
10	45,465	45,815	46,165	46,515	46,865
11	46,720	47,070	47,420	47,770	48,120
OG1	48,315	48,665	49,015	49,365	49,715
OG2	50,235	50,585	50,935	51,285	51,635
OG3	52,125	52,475	52,825	53,175	53,525
OG4	53,798	54,148	54,498	54,848	55,198
OG5	55,458	55,808	56,158	56,508	56,858
OG6	57,148	57,498	57,848	58,198	58,548
OG7	59,493	59,843	60,193	60,543	60,893
OG8	62,409	62,759	63,109	63,459	63,809
OG9	65,325	65,675	66,025	66,375	66,725

**EDUCATION INCENTIVE:**

For the term of this contract and for up to 50% of the staff, tuition shall be paid up to \$500.00 per graduate credit course, not to exceed \$1,000.00 per teacher per year for teacher-requested courses as recommended by the Chief School Administrator to the Board of Education for approval. Said courses shall directly relate to the teacher's current area of responsibility within the district.

**ADDENDUM (A)**

For purposes of calculating the increment costs, scattergram and average salary for the agreement that commences July 1, 2006, the Board shall assume the cost of the moving of any employees hired at Steps 1 and/or 2 of this agreement. In other words, the cost of moving any employees hired at Steps 1 and/or 2 shall not be charged to the Association when calculating the increment cost, scattergram, and average salary for the agreement that commences July 1, 2006. This calculation shall be in effect for the next agreement only and shall not set a precedent. In order to calculate the increment costs, scattergram, and average salary, for calculation purposes, it will be assumed that those employees hired at Step 1 and Step 2 are at Step 3.