

**CONTRACT**

**Between the**

**BAY HEAD BOARD OF EDUCATION**

**and the**

**BAY HEAD EDUCATION ASSOCIATION**

**July 1, 2012 – June 30, 2015**

Dated: August 7, 2012

## **INDEX**

	PREAMBLE	1
ARTICLE I	RECOGNITION	2
ARTICLE II	NEGOTIATION OF SUCCESSOR AGREEMENT	3
ARTICLE III	GRIEVANCE PROCEDURE	4
ARTICLE IV	TEACHER RIGHTS	8
ARTICLE V	ASSOCIATION RIGHTS AND PRIVILEGES	9
ARTICLE VI	TEACHER WORK YEAR	11
ARTICLE VII	WORK HOURS AND WORK LOAD	12
ARTICLE VIII	BOARD RIGHTS	15
ARTICLE IX	SALARIES	16
ARTICLE X	TEACHER WORK STATIONS	17
ARTICLE XI	PROMOTIONS	18
ARTICLE XII	TEACHER EVALUATION	19
ARTICLE XIII	COMPLAINT PROCEDURE	21
ARTICLE XIV	TEMPORARY LEAVE OF ABSENCE	23
ARTICLE XV	EXTENDED LEAVES OF ABSENCE	25
ARTICLE XVI	SABBATICAL LEAVES	27
ARTICLE XVII	BENEFITS	29
ARTICLE XVIII	DEDUCTIONS FROM SALARY	32
ARTICLE XIX	MISCELLANEOUS PROVISIONS	34
	BAY HEAD SCHOOL DISTRICT SALARY SCHEDULE	35
	SIGNATURE PAGE	36
	2012-2015 SALARY GUIDES	37

PREAMBLE

This Agreement is between the Bay Head Board of Education, Bay Head, New Jersey, hereinafter called the "Board" and the Bay Head Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board has an obligation pursuant to Chapter 303, Public Laws of 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

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

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

## ARTICLE I

### RECOGNITION

#### A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board; but excluding custodians, education facilities manager, secretaries, Board Office Assistants, confidential employees, supervisory employees, School Board Secretary/School Business Administrator, School Principal and Chief School Administrator/Superintendent, part-time support staff, full-time support staff, related services, substitute support staff and teacher substitutes.

#### B. Definition of Teacher

Unless otherwise indicated, the term “teachers,” when used hereinafter in this Agreement, shall refer to all professional certificated employees represented by the Association in the negotiating unit as above defined, including school nurse and guidance staff under contract, or on approved leave in accordance with New Jersey Employer-Employee Relations Act of 1968, any references to male teachers shall include female teachers.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

#### A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws of 1975 in a good faith effort to reach Agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin at a date mutually agreed upon by the parties.

Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be 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. Grievance

The term “grievance” means a complaint by any employee or the Association that, as to him or the Association, there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement, or administrative decision affecting said employee, Association or group of employees.

The term “grievance” and the procedure related thereto, shall not be deemed applicable in the following instance.

- a. The failure or refusal of the Board to renew a contract of a non-tenured employee, provided evaluation procedures have been followed in accordance with the Board of Education policy;
- b. In matters prescribed by law, or by any rule, regulation, or by decision of the State Commissioner of Education or the State Board of Education, or by the Courts of the State of New Jersey;
- c. In matters involving the sole and unlimited discretion of the Board, except that employees not satisfied with the decision rendered at Level One that is, by informal discussion with the Principal or immediate supervisor, employees may proceed with a grievance as far as Level Three, without prejudice.

##### 2. Aggrieved Person

An “aggrieved person” is the person or persons or the Association making the claim.

##### 3. Party in Interest

A “party in interest” is the person or persons making the claim and any person including the Association or the Board, 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, equitable solutions to the problems which may from time to time arise affecting teachers. 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. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Time limits for raising a grievance will be no more than 30 school days after the occurrence of the grievance.

### 2. Steps

#### a. Level One – Informal

The person having a grievance will first discuss it with the School Principal. The School Principal will meet with the grievant within five (5) school days after presentation, in an attempt to resolve the problem.

#### b. Level Two – Superintendent

If not resolved under the above step, the grievant will, within five (5) school days of the meeting with the School Principal, submit the grievance in writing to the Superintendent who will in turn give a written answer within five (5) school days.

If a resolution is reached, a written statement is to be signed by both parties.

#### c. Level Three – Board

If not resolved at this step, the grievant and/or his representative shall submit the written grievance and the Superintendent's answer to the Board, through the Superintendent's, within five (5) school days of the Superintendent's answer, for resolution. The Board will submit its disposition by thirty (30) calendar days.

d. Level Four – Arbitration

- (1) Only grievances based solely upon an alleged violation, misinterpretation or misapplication of the express terms of this Agreement may be submitted to arbitration. The disposition of all other grievances at Level III shall be final.
- (2) If the Association is not satisfied with the disposition of the grievances at Level III, it may submit the grievance to arbitration within fifteen (15) days of receipt of the written determination at Level III.
- (3) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association will request a list of arbitrators from PERC and proceed to select an arbitrator in accordance with PERC rules and procedures.
- (4) The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision or remedy 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 final and binding on both parties. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement. The arbitrator shall be bound by the decision(s) of the Commissioner of Education of the State of New Jersey, the decision(s) of the Courts of New Jersey and all New Jersey Statutes.
- (5) The cost for the services of the arbitrator will be borne equally by the Board and the Association.

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by representative(s) 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.

## E. Miscellaneous

### 1. Group Grievance

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 Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

### 2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C paragraph d of this Article.

### 3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

### 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.

## ARTICLE IV

### TEACHER RIGHTS

#### A. Required Meetings or Hearings

Whenever any teacher 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 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 representative(s) of the Association present to advise him and represent him during such meeting or interview.

#### B. 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. Information

The Board agrees to make available to the Association, in response to reasonable requests from time to time, information in its possession which is necessary for the Association to carry out its duty of representation in negotiations and grievances.

#### B. Released Time for Meetings

Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences, or meetings, mutually scheduled by the Board and the Association, he shall suffer no loss in pay.

#### C. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at all hours for meetings. The Building Principal shall be notified two (2) days in advance of the time of such meetings. The approval of the Superintendent or his designee shall be required.

#### D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including computers, photocopy machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at times, when such equipment is not otherwise in use. The Association shall pay for the costs of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

#### E. Bulletin Boards

The Association shall have the exclusive use of a bulletin board in the faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the school office where general notices are posted. Copies of all materials shall be submitted to the Superintendent or his designated representative for initialing, but not approval, before posting.

F. Mail Facilities and Mail Boxes

The Association may have the right to use the intra-school mail facilities and school mail slots as it deems necessary with the approval of the Superintendent or his designee.

G. Exclusive Rights

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

## ARTICLE VI

### TEACHER WORK YEAR

- A. The in-school work year for teachers will not exceed one hundred eighty-five (185) days in each year covered by this Agreement.
- B. The Association recognizes that the Board has the sole legal right and responsibility to determine the school calendar, and the Board agrees that the Association will be consulted before the calendar is determined.
- C. The in-school work year shall include days when pupils are in attendance, in-service days, and any other days on which teacher attendance is required.
- D. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather or any other natural disaster.
- E. Technology Training – Each teacher will be required to complete seven (7) hours of in-house technology training each year. In addition, each teacher shall be responsible for website development and maintenance. The Superintendent will develop procedures for documenting and recording said training.

**ARTICLE VII**  
**WORK HOURS AND WORK LOAD**

- A. 1. The total in-school workday shall not be more than seven (7) hours, which shall include a duty-free lunch period and an uninterrupted preparatory period(s) of not less than thirty (30) minutes.
2. Teacher work assignment shall not exceed 28.5 hours of assigned pupil contact per week. Pupil contact shall include instructional and non-instructional duties such as, but not limited to, lunch, recess, morning and afternoon duties.
- B. As part of the seven (7) hour day, teachers shall be required to report to work fifteen (15) minutes before the opening of the pupil's school day, and shall be permitted to leave fifteen (15) minutes after the school day Including Early Dismissal and Delayed Opening days.

On days when school is dismissed early because of inclement weather, one teacher may be required to remain after the fifteen (15) minute period after dismissal to supervise students until all are safely released and sent home.

- C. Teachers who are assigned to work beyond the regular in-school work day teaching shall be compensated at the rate of \$50.00 per hour. This includes home teaching and student applicant testing. However, this excludes substitutes for aftercare which shall be paid at a rate of \$20.00 per hour.
- D. Student clubs will be paid on a stipend basis. Compensation will be based on the following schedule:

<b>Stipend</b>		<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>
Technology Club Club/Web Page	2 times per week/6weeks	\$365	\$365	\$365
Law Club		\$849	\$849	\$849
Writing Club		\$1,215	\$1,215	\$1,215
Homework Club	2 times per week	\$1,215	\$1,215	\$1,215
Student Council		\$971	\$971	\$971
Safety Patrol		\$971	\$971	\$971
Year Book		\$1,033	\$1,033	\$1,033
Talent Show	each advisor	\$910	\$910	\$910

Newspaper		\$486	\$486	\$486
Teacher in Charge		\$876	\$876	\$876
Eighth Grade Advisor		\$1,518	\$1,518	\$1,518
Coaching Director		\$303	\$303	\$303
IRS/PAC	each representative	\$876	\$876	\$876
Art Club		\$1,215	\$1,215	\$1,215
Aftercare	Each Certified Teacher	\$8,500	\$8,500	\$8,500
Cheerleading		\$1,215	\$1,215	\$1,215
Antrim Olympics	each representative	\$183	\$183	\$183
Evening Musical/Activity Night		\$183	\$183	\$183
State Testing Coordinator		\$500	\$500	\$500

- E. The stipend for certificated head coach will be paid based on the rate of **\$24.52** for each school year of this Agreement, per hour and not to exceed **\$2,431** in any school year of this Agreement in the following sport activities:

Soccer	Softball
Baseball	Basketball

- F. Any teacher whose daily hours equal or exceed 5 hours shall be entitled to one preparatory period in addition to his or her lunch period every day, regardless of cumulative hours per week. If directed by the Administration to teach during that period, he or she shall be compensated at a rate of \$30.24 per period.
- G. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods. Teachers shall notify the school office when leaving and returning.
- H. Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty meetings not more than twenty (20) days in each school year, except for emergencies. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no longer than forty (40) minutes.

- I. Teachers may be required to attend no more than five (5) evening assignments or meetings each year without additional compensation.
  
- J. Teachers accompanying students on overnight trips shall be compensated at the additional rate of \$243.00 for each school year of this Agreement, 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.
  
- K. Teachers who chaperone dances will be paid a stipend of \$60.90 per dance for a maximum of two teachers per dance.

## ARTICLE VIII

### BOARD RIGHTS

1. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject to the limitations of this Agreement, in accordance with applicable laws and regulations:
  - a. to direct employees of the School District;
  - b. to hire, promote, transfer, assign and retain employees in positions in the School District, and to suspend, demote, discharge, or take other disciplinary action against employees for just and legitimate reason;
  - c. to relieve employees from duty because of lack of work or other legitimate reasons;
  - d. to maintain efficiency of the School District operations entrusted to them;
  - e. to determine the methods, means and personnel by which such operations are to be conducted; and
  - f. to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.
2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution of the laws of New Jersey and of the United States.
3. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under N.J.S.A. Title 18A, School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations as they pertain to education.

## ARTICLE IX

### SALARIES

#### A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

#### B. Method of Payment

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

Each teacher shall be paid in twenty (20) equal semi-monthly installments.

##### 2. 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.

##### 3. Final Pay

Each teacher shall receive his final pay on his last working day in June.

##### 4. Summer Pay Plan

Each teacher may individually elect to have ten (10%) percent of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final pay day in June, according to a schedule of payment throughout the summer as requested by the teacher, or upon death or termination of employment, if earlier.

##### 5. Adjustment to Salary Schedule

Each teacher shall be placed on his proper step of the salary schedule as of the beginning of each school year. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

## ARTICLE X

### TEACHER WORK STATIONS

#### A. Procedure

1. All teachers shall be given written notice of their class and/or subject stations, and room assignments for the forthcoming year no later than July 31<sup>st</sup>. A list of said stations shall be simultaneously sent to the Association.
2. The Superintendent or his representative shall notify all newly-appointed personnel of their specific positions within that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of work stations to new teachers as soon as practicable, and except in cases of emergency, not later than August 15.
3. In the event that changes in such schedules, class and/or subject, or room stations are required by the Superintendent after July 31<sup>st</sup>, the Association and any teacher affected shall be notified promptly in writing and, upon the request of the teacher; the changes shall be promptly reviewed between the Superintendent or his representative and the teacher affected and at this option a representative of the Association.

#### B. Procedure for Change in Teacher Work Stations

1. The Superintendent or his representative shall post in the school buildings a list of the known certificated or promotional vacancies as they occur.
2. Teachers who desire a change in grade and/or subject station may file a written statement of such desire with the Superintendent and Building Principal. Such statement shall include the grade and/or subject to which the teacher desires to be placed. Such requests for change in the work station for the following year shall be submitted no later than April 15<sup>th</sup>.
3. Notice of a voluntary change in work station shall be given to teachers as soon as possible and except in cases of emergency not later than July 15<sup>th</sup>.

## ARTICLE XI

### PROMOTIONS

#### Positions Included

All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Superintendent or designee in accordance with the following procedure:

#### 1. Date of Posting

When school is in session, a notice shall be posted in the school as far in advance as practicable, ordinarily at least thirty (30) days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. During the Summer Recess, posting shall also be permitted by use of the District's email. Teachers 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 such applications. Applications shall be kept on file in the Superintendent's office for continual consideration for future vacancies for a period of one year.

#### 2. Application Procedure

Teachers 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 a self-addressed stamped envelope to the Superintendent together with the position(s) for which they desire to apply. The Superintendent shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted. 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 the school, and a copy of said notice shall be given to the Association.

ARTICLE XII  
TEACHER EVALUATION

A. Procedure

1. Frequency

Non tenured teachers shall be observed through classroom visitation by a certified supervisor at least three (3) times in each school year and tenured teachers at least two (2) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate supervisor for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Each observation shall consist of at least a complete lesson.

2. Evaluation by Certificated Supervisors

Teachers shall be evaluated only by the Superintendent and the Principal certified by the New Jersey State Board of Examiners to supervise instruction.

3. Copies of Evaluations

A teacher shall be given a copy of any class visit evaluation report prepared by his evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

4. Conferences

Evaluation conferences as described in Section A-1 shall occur within fifteen (15) days of the observation.

B. Personnel Records

1. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies, at his own expense, of any documents contained therein. A teacher shall be entitled to have representative(s) of the Association accompany him during such review.

2. Derogatory Material – No material derogatory to a teacher's conduct, service, character or personality or any material which could have an adverse effect on a teacher's status shall be placed in his personnel file unless the teacher has had an

opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such 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 answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

3. No Separate File – Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

## 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 outlined below.

#### B. Meeting with Superintendent /Building Principal

The Superintendent or Building Principal 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. Procedure

##### 1. Step 1

In the event a complaint is unresolved to the satisfaction of all parties, the teacher may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed upon, the complaint shall move to Step 2.

##### 2. Step 2

Any complaint unresolved under Step 1 at the request of the teacher or complainant shall be reviewed by the Superintendent in an attempt to resolve the matter to the satisfaction of all parties concerned. If necessary, the Superintendent shall request a meeting with the teacher and the complainant in an attempt to solve the problem.

##### 3. Step 3

Any complaint unresolved at Step 2 may be submitted in writing by the complainant or the teacher to the Superintendent.

4. Step 4

Upon receipt of the written complaint, the Superintendent or his designee confers with all parties. The teacher shall have the right to be present at all meetings of the Superintendent and the complainant. The teacher shall also have the right to be represented by the Association at any meetings or conferences regarding such complaint after Step 3.

5. Step 5

If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher, he shall forward the results of his investigation along with his recommendation, in writing, to the Board and a copy to all parties concerned.

6. Step 6

After receipt of the findings and recommendations of the Superintendent or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent or his designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

7. Step 7

Any complaint unresolved under Step 6 may be submitted by the teacher to the grievance procedure as set forth in Article III of this Agreement and shall commence at Level 2.

## ARTICLE XIV

### TEMPORARY LEAVE OF ABSENCE

#### A. Sick Leave

As of September 1, 1981, 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.

1. A teacher who is absent for three (3) or more consecutive school days will submit a physician's certificate to the Superintendent upon his return.
2. All full time employed shall be entitled to two (2) family sick days, for members of the immediate family, each school year. The immediate family will include father, mother, spouse, and child. Unused days shall not be accumulated from year to year. If an additional family leave day is needed, a personal day may be used with Administrator approval.
3. At the end of the school year for the duration of the contract, each staff member will receive the additional specified compensation of **\$60.00** per day at a maximum of **\$600.00** per school year for unused sick days. Unused days carryover and accumulate.

#### B. Personal Leave

Applies to situations of a personal nature whereby a teacher must be absent from his class. These days are not cumulative. Articles referring to specific family members shall recognize "step-family" (ex child/stepchild).

1. Up to five (5) days allowed for death in the immediate family. The immediate family will include spouse, father, mother, brother, sister and child.
2. Up to three (3) days allowed for death of a relative. Relative will include mother-in-law, father-in-law, and grandparents.
3. One (1) day allowed for death of an aunt, uncle, cousin, niece or nephew.
4. Three (3) days allowed for personal business. Personal business shall include but not limited to legal matters, religious observance, medical and professional appointments, post graduate obligations.

Three personal days will become three (3) sick days and carried over to the next year of the contract.

5. Personal leave (before and/or after a holiday) may be requested in writing to the superintendent and granted to a maximum of two teachers on a first come first serve basis. Requests must be submitted within the current school year.
  
6. The Board of Education upon the recommendation of the Superintendent reserves the right to grant leave time with full pay for reasons not enunciated herein.

#### C. Professional Visitation

Professional visitation of one day will be allowed each teacher with the approval of the Superintendent. A brief report of this visitation will be conveyed to the Superintendent at the teacher's earliest convenience.

## ARTICLE XV

### EXTENDED LEAVES OF ABSENCE

#### A. International and Federal Programs

**A leave of absence without pay of up to one (1) year may be granted to any teacher 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 either of such programs, or accepts a Fulbright Scholarship.**

#### B. Military

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after necessary recovery of any wound or sickness at time of discharge. A similar leave shall be granted to a teacher whose spouse is inducted or enlists. The leave will be granted to him or her.

#### C. Physical Disability

A teacher who is absent because of a physical disability caused by illness, accident, pregnancy or childbirth shall be entitled to receive his or her regular salary for the period of said disability or until the exhaustion of his or her accumulated sick, leave, whichever comes first.

A teacher having advance knowledge of an expected period of physical disability must inform the Superintendent and Building Principal of the expected date and duration of such disability.

#### D. Child Care

The Board may grant child care leave without pay to any teacher upon request subject to the following conditions:

1. Child care leave shall commence at a date mutually agreed upon by the teacher and the Board and shall end the next June 30.
2. Upon the teacher's written request, the Board may grant an extension of child care leave for one year.
3. Child care leave may be granted for the care of both natural born and adopted children.

#### E. Benefits

All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits 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.

#### F. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and determined in writing.

#### G. Additional Family Medical Leave

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. The immediate family will include father, mother, spouse, child, brother and sister. Additional leave may be granted at the discretion of the Board.

## ARTICLE XVI

### SABBATICAL LEAVES

#### A. Purpose

A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, or for other reasons of value to the school system to be justified in writing to the Board.

#### B. Conditions

Sabbatical leave may be granted, subject to the following conditions:

##### 1. Percentage of Teachers

If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of one (1) teacher at any one time.

##### 2. Requests

Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent no later than January 1. Action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.

##### 3. Minimum Time to Qualify

The teacher has completed at least seven (7) full school years of service in the Bay Head School District.

##### 4. Pay

A teacher on sabbatical leave (either for one-half [1/2] of a school year or for a full school year) shall be paid by the board at one-half (1/2) of his salary rate which he would have received if he had remained on active duty.

## 5. Return

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence. He shall be credited with all other benefits for which he would have been entitled during the period of his leave and continuing thereafter upon his return, and agrees to continue to teach at the Bay Head School for not less than one (1) year after returning from sabbatical leave. A teacher who fails to teach one year after returning from leave will be required to return to the Board the full amount of salary he received from the Board while on leave.

## ARTICLE XVII

### BENEFITS

#### A. Tuition Reimbursements

As an incentive to the faculty of the Bay Head School to continue to improve the educational program, to encourage professional growth and to allow the opportunity to reinforce educational concepts, the Bay Head Board of Education will reimburse full time faculty members for graduate or professional courses taken at accredited colleges or universities at a rate per credit not to exceed that currently charged by State Colleges, including administrative and registration fees, for a maximum of six (6) credits each semester. To be eligible for such reimbursement the following conditions and procedures are required:

1. The courses shall be graduate courses and fulfill requirements toward obtaining an advanced degree in elementary education or administration.
2. Courses taken for professional improvement at either the graduate or undergraduate level may be approved if they are directly related to the Bay Head School curriculum (i.e., reading, math, social studies, testing, etc.)
3. Courses taken to meet basic certification requirements will not be considered for reimbursement.
4. To be eligible to receive reimbursement, a course approval form shall be submitted to the Superintendent prior to enrollment in a course and must be approved by the Board of Education.
5. After completion of the course, a request for reimbursement should be filed with the Superintendent along with the course record card showing evidence that the course has been completed and a passing grade obtained.
6. When all requirements have been met, the request will be approved by the Superintendent and processed through the Board Secretary's office.
7. Notice must be submitted in writing to the Superintendent by September 30 of the year preceding the year in which the salary increase would occur to insure proper placement on salary guide beyond the Bachelor Degree.
8. Part-time faculty members will be considered for reimbursement for college credits on an individual basis, and if approved, be given a proportionate percentage (%) of reimbursement based upon his contracted working schedule.
9. The Superintendent shall approve programs if they are taken at a college or university approved by the State of New Jersey and are directly related to the

teacher's assignment or are in an area, which the Superintendent believes will help the school district.

10. Staff members already matriculated in a Masters Degree program may apply to the Superintendent for program approval and become eligible.

**B. Computer Technology Improvement**

Teachers shall be required to be proficient in the use of all technology available to them and appropriate to their grade levels and/or subject areas. If they require supplemental instruction, they shall seek assistance from the technology supervisor or attend workshops approved by the Superintendent and Board of Education or attend training provided by the Educational Technology Training Centers or attend classes in technology. It is understood that compensation for classes will only be provided upon board approval of such classes.

**C. Health Care Insurance**

The Board shall provide the following to comport with P.L. 2011 Chapter 78:

1. For each eligible teacher the Board of Education will provide full family major medical and hospitalization benefits.
2. Prescription – BeneCard (\$10 Generic/\$20 Brand both retail and mail order)
3. Horizon Dental Plan (\$1000 Annual Maximum)
4. Reimbursement up to a maximum of \$300 per year for vision care.
5. For any new full-time scheduled employee hired after July 1, 2006, the Board of Education will provide single coverage (employee only) for the medical, prescription, dental and vision programs. After three (3) years the employee will be eligible for full family coverage of medical, prescription, dental and vision plans.

Any employee hired after July 1, 2006 and working less than a full-time schedule will be given a proportionate percentage (%) of the single health care plan or a proportionate percentage (%) of the waiver option.\*

\*Upon completion of three years of employment within the Bay Head School District, part-time employees will be offered a proportionate percentage (%) of the family health coverage. (Referred to as the “Buddy” Example).

Employees who were hired prior to July 1, 2006 will maintain the same level of benefits/waiver that they currently receive. Employees will be protected from a reduction in health benefits should a reduction in hours occur during the contract period.

6. Any employee eligible for health benefits may elect to waive these benefits. The Board of Education will compensate an employee who exercises this option at the following rate:

**6a. Single Coverage**

**2012-2013** school year \$2,962 per school year.

**2013-2014** school year \$3,036 per school year.

**2014-2015** school year \$3,112 per school year.

**6b. Family Coverage**

**2012-2013** school year \$5,925 per school year.

**2013-2014** school year \$6,073 per school year.

**2014-2015** school year \$6,224 per school year.

7. If the provider allows participation of part time employees, part time employees will be permitted to participate in the health care plan but will not receive any prorated compensation through the Board of Education until the completion of three (3) years of employment within the district. At this time they will receive a proportionate amount paid on the premium based upon the proportionate percentage (%) of a full time schedule employed in the Bay Head district.
8. Any employee reimbursing the Board for all or part of health benefits premiums shall do so through payroll deductions.
9. For each eligible teacher the Board of Education will offer these plans for insurance coverage:
  - HMO plan
  - PPO plan      POS planIf there is an anticipated change in the carrier or coverage the union will be involved in the impact of that change.

## ARTICLE XVIII

### DEDUCTIONS FROM SALARY

#### A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers dues for the Bay Head Teachers' Association, the Ocean County Education Association, the New Jersey Education Association, or the National Education Association 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 (N.J.S.A. 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 Teachers' Association by the 15<sup>th</sup> 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 which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change. The Association shall furnish to the Board new authorizations from its members showing individual deduction authorizations, and the total authorized deductions for each employee; it being understood that the only obligation of the Board shall be to remit to the Association the total deduction and not the individual deductions. It shall be the obligation of the Association from the total deductions to make further individual deductions authorized by the members.
3. The Association shall indemnify, defend and save the Board harmless against all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board.

#### B. Other Deductions and Deposits

1. The Board also agrees to deduct credit union payments to First Financial Federal Credit Union and pay directly through the payroll deduction program.

2. The Board also agrees to deduct payments for a 403(b) tax deferred retirement plan of the Internal Revenue Code of 1954, as amended, paid directly through the payroll deduction program.
3. The Board agrees to offer and provide a direct deposit of checking for payroll checks for those teachers who elect to choose this service.
4. Teachers who elect to participate in the deduction and deposit programs set forth in the paragraphs immediately above, shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon the information provided by the teachers to effectuate the payroll deduction programs and/or direct deposit of payroll checks.

## ARTICLE XIX

### MISCELLANEOUS PROVISIONS

#### A. Nondiscrimination

The Board agrees 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 teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or age.

A claimed violation, misinterpretation or misapplication of this section will not be subject to arbitration provided in Article III of this Agreement.

#### B. 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.

#### C. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual teacher, 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 this Agreement, this Agreement shall be controlling.

#### D. Reproduction of Agreement

A signed copy of this Agreement shall be available in an electronic read-only format to all teachers and Board members.

E. Term of Agreement

This agreement shall be in effect from July 1, 2012 through June 30, 2015.

For the Board:

For the Association:

\_\_\_\_\_  
Joseph Cornell, III  
President

\_\_\_\_\_  
Ann Marie Wisliceny, President and  
Chairman Negotiations Committee

\_\_\_\_\_  
Benjamin Hinds  
Member of Negotiations Committee

\_\_\_\_\_  
David Lewis, Treasurer and  
Member of Negotiations Committee

\_\_\_\_\_  
Barbara Martin  
Member of Negotiations Committee

BAY HEAD BOARD OF EDUCATION: Approval

Attest: \_\_\_\_\_

James T. Mullins, Business Administrator/Board Secretary

**Schedule A**

**BAY HEAD BOARD OF EDUCATION  
SALARY GUIDE**

**2012-2015**

**YEAR 1**  
2012-13 *Bay Head 08-09 (Ocean)*

Salary Guide Step	BA	BA+15	BA+30	MA	MA+15	MA+30	
1	50,554	51,194	52,046	52,366	52,793	53,326	0.0250
2	51,067	51,706	52,559	52,879	53,305	53,838	
3	51,579	52,219	53,071	53,391	53,818	54,351	
4	52,092	52,731	53,584	53,904	54,330	54,863	
5	52,604	53,244	54,096	54,416	54,843	55,376	
6	55,782	56,421	57,274	57,594	58,020	58,553	
7	57,030	57,670	58,522	58,842	59,269	59,802	
8	58,452	59,091	59,944	60,264	60,690	61,223	
9	61,246	61,885	62,738	63,058	63,484	64,017	
10	62,509	63,148	64,001	64,321	64,747	65,280	
11	63,798	64,438	65,290	65,610	66,037	66,570	
Off 1	66,156	66,795	67,648	67,968	68,394	68,927	
Off 2	68,513	69,153	70,005	70,325	70,752	71,285	
Off 3	71,153	71,793	72,646	72,966	73,392	73,925	
Off 4	71,973	72,613	73,466	73,786	74,212	74,745	
Off 5	73,203	73,843	74,696	75,016	75,442	75,975	
Off 6	77,188	77,188	78,680	77,188	79,426	77,188	

**Everyone remains on the same step.**

**YEAR 2**  
2013-14 *Bay Head 08-09 (Ocean)*

Salary Guide Step	BA	BA+15	BA+30	MA	MA+15	MA+30	
1	51,818	52,473	53,348	53,675	54,112	54,659	0.0250
2	52,343	52,999	53,873	54,201	54,638	55,184	
3	52,869	53,524	54,398	54,726	55,163	55,709	937
4	53,394	54,049	54,924	55,251	55,688	56,235	
5	53,919	54,575	55,449	55,777	56,214	56,760	2.50%
6	57,176	57,832	58,706	59,034	59,471	60,017	
7	58,456	59,111	59,985	60,313	60,750	61,297	
8	59,913	60,569	61,443	61,770	62,208	62,754	
9	62,777	63,433	64,307	64,634	65,072	65,618	
10	64,071	64,727	65,601	65,929	66,366	66,912	
11	65,393	66,049	66,923	67,251	67,688	68,234	
Off 1	67,809	68,465	69,339	69,667	70,104	70,650	
Off 2	70,226	70,881	71,756	72,083	72,520	73,067	
Off 3	72,932	73,588	74,462	74,790	75,227	75,773	
Off 4	73,773	74,428	75,302	75,630	76,067	76,614	
Off 5	75,034	75,689	76,563	76,891	77,328	77,874	
Off 6	79,117	79,117	80,647	79,117	81,412	79,117	

**Everyone remains on the same step.**

**YEAR 3**  
**2014-15 Bay Head 08-09 (Ocean)**

**Salary Guide**

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	
1	53,113	53,785	54,881	55,017	55,465	56,025	0.0250
2	53,652	54,324	55,220	55,556	56,004	56,564	
3	54,190	54,862	55,758	56,094	56,542	57,102	961
4	54,729	55,401	56,297	56,633	57,081	57,641	
5	55,267	55,939	56,835	57,171	57,619	58,179	2.50%
6	58,605	59,277	60,173	60,509	60,957	61,517	
7	59,917	60,589	61,485	61,821	62,269	62,829	
8	61,411	62,083	62,979	63,315	63,763	64,323	
9	64,346	65,018	65,914	66,250	66,698	67,258	
10	65,673	66,345	67,241	67,577	68,025	68,585	
11	67,028	67,700	68,596	68,932	69,380	69,940	
Off 1	69,505	70,177	71,073	71,409	71,857	72,417	
Off 2	71,982	72,654	73,549	73,885	74,333	74,893	
Off 3	74,756	75,428	76,324	76,660	77,108	77,668	
Off 4	75,617	76,289	77,185	77,521	77,969	78,529	
Off 5	76,909	77,581	78,477	78,813	79,261	79,821	
Off 6	81,095	81,095	82,663	81,095	83,447	81,095	

**Everyone remains on the same step.**