# AGREEMENT THE BOARD OF EDUCATION OF BEACH HAVEN BOROUGH COUNTY OF OCEAN AND THE BEACH HAVEN EDUCATION ASSOCIATION 2019 - 2022

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### **PREAMBLE**

Year two of this three-year Agreement, entered into this 25th day of September 2019, is by and between the **Board of Education of Beach Haven** in the Borough of Beach Haven, New Jersey (hereinafter called the "**Board**") and the **Beach Haven Education Association**, an affiliate of the New Jersey Education Association and the National Education Association (hereinafter called the "**Association**").

# WITNESSETH:

WHEREAS, the parties have reached certain understandings, which they desire to confirm in this 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 the collective negotiation concerning grievances and terms and conditions of employment for all classroom teachers which are employed by the Board.

### B. DEFINITION OF TEACHER

Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

# ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

### A. <u>DEADLINE DATE</u>

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such

negotiations shall begin not later than February 1 of the calendar year preceding the calendar year in which this Agreement expires. 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. DEFINITION

### 1. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application or violation of the negotiated agreement, policies or administrative decisions affecting the terms and conditions of employment.

### 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

The purpose of a grievance procedure is to resolve differences concerning the rights of the parties regarding the terms and conditions of employment of the employees covered by the contract.

### 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.

### 2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this 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. Level One - Informal

Any grievant who has a grievance shall discuss it first with his Superintendent/Principal in an attempt to resolve the matter informally at that level. This discussion must be held within eight (8) school days of the date the alleged violation occurred.

### 4. Level Two – Superintendent/Principal

If, as a result of this discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, the grievant may set forth the complaint in writing to the Superintendent/Principal who shall hold a hearing within five (5) school days after his receipt of the complaint. The grievant may request representation by the Association at this meeting. Following this meeting, the Superintendent/Principal shall communicate his decision to the grievant in writing within five (5) school days.

### 5. Level Three - Board of Education

If the grievance is not satisfied with the disposition at Level Two, or if no decision has been rendered within five (5) school days after the meeting at Level Two, the employee may request a review by the Board of Education.

The request for review shall be submitted in writing by the Association, which shall attach all related papers and shall forward the request to the Board of Education. The Board of Education shall review within fifteen (15) school days of receipt of request, (or review and hold a hearing if requested), and render a decision no later than the next regular board meeting, provided that the board has had fifteen (15) school days to review the request, but within a period not to exceed twenty (20) school days from the receipt of the request for review of the grievance. At any meeting with the Board the employee shall be entitled to have representation from the Association.

### 6. Level Four - Arbitration

- (a) If the grievant is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within twenty (20) school days after the receipt of the request for review of the grievance or after the aforementioned board meeting review, and if the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) school days after receipt of the request by the grievant.
- (b) Within fifteen (15) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree on a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, the Association may make a request for a list of arbitrators to PERC. The parties shall then be bound by the rules and procedures of the PERC.

- (c) The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be binding on the parties. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties.
- (d) In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties, and each of the parties shall bear their own costs.

### 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 the Association does not represent a teacher, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

# 2. Reprisals

No reprisals of any kind shall be taken by the Board or by the Superintendent/Principal against any party in interest, any representative, or any members of the Association, or any other participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous

### 1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or all teachers, the Association may submit such grievance in writing to the Board of Education directly and the processing of such grievance shall be commenced at Level Three. 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.

# 3. <u>Separate Grievance File</u>

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. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent/Principal and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

### 5. 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. Rights and Protection in Representation

Pursuant to the Chapter 123, Public Laws 1974, except as hereinafter provided, public employees shall have and shall be protected in the exercise of the right, freely and

without fear of reprisal, to form, join and assist any employee organization, or to refrain from any such activity.

# B. Statutory Savings Clause

Alleged violations of statutes and regulations may be appealed before the Public Employment Relations Commission, the State Commissioner of Education, the State

Board of Education, or other appropriate legal forums, and shall not be arbitral under Article III of this agreement.

### C. Just Cause Provision

No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure.

# D. Required Meetings or Hearings

Whenever any teacher is required to appear before Superintendent/Principal, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the 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 representation of the Association present to advise him and represent him during such meeting or interview.

#### E. Evaluation of Students

The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Beach Haven School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. The Superintendent/Principal has the right to change grades; but if so doing, will provide a written, signed, and dated statement that declares why such a change was necessary, if requested by the teacher(s) involved.

#### F. Criticism of Teachers

Any question or criticism by the Superintendent/Principal or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

### G. 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 furnish to the Association, in response to a reasonable written request as determined by the Board of Education of Beach Haven from time to time, all available information concerning the educational program and the financial resources of the district, including but not limited to: class size, number of specialists, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premiums and experience figures, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

# B. Release Time for Meetings

Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences, or meetings, as requested by the Beach Haven Board of Education, he shall suffer no loss in pay.

# C. <u>Use of School Buildings</u>

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings with approval of the Superintendent/Principal and the Board of Education. The Superintendent/Principal of the building in question shall be notified in advance of the time and place of all such meetings.

# D. <u>Use of School Equipment</u>

The Association shall have the right to use school facilities and equipment including typewriters, the Association president's classroom computer, copy and laminator machines, telephones, fax machines, and all types of audio visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association president or officers should make requests for use of the fax machines or telephones to the Board secretary. Any use of equipment outside the building must be with advanced approval of the Superintendent/Principal.

### E. Bulletin Boards

The Association shall have in the school building the use of a bulletin board in the faculty lounge. Copies of all materials to be posted on the bulletin board shall not be approved.

### F. Mail Facilities and Mail Boxes

The Association shall have the right to use school mailboxes as it deems necessary and without the approval of the Superintendent/Principal. The information placed into the mailboxes will be concealed either in a sealed envelope or by a stapled closed paper.

### 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.

# **ARTICLE VI**

# **TEACHER WORK YEAR**

- A. <u>The Association may be consulted</u> before the submission of the <u>annual school calendar</u> of the Board.
- B. <u>The teacher-pupil work year</u> shall be 181 days. An additional four (4) days will be added for the teacher work year. These additional days will be used for:
  - 1. One (1) staff orientation day on the day before the students' first day of school in September.
  - 2. Teaching staff may be required to return to school during the summer before the new school year begins in order to set up the classroom and prepare for the upcoming school year. One and a half days (10 and ½ hours) will be required. A lunchtime break of forty-five (45) minutes is allowed. The teacher must sign in and out by writing down on a provided log-in paper the date and his/her entering and leaving times. In lieu of some or all of these 10 and ½ hours, special arrangements may be made with the consent of the Superintendent/Principal and the Board of Education. Part-time teachers' amount of time is to be prorated.
  - 3. One (1) faculty meeting per month [ten (10) total]. Each of which will last for about one (1) hour per meeting. In total, these meetings will be equal to one and a half (1 and ½) days. Part-time teachers' total number of meetings will be prorated.
- C. <u>Early Dismissal Days</u> will be scheduled each year for Parent/Teacher Conferences, Field Day, and the Last Day of School.

### D. 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 the Day

The total in-school workday shall consist of not more than seven (7) hours, which shall include a duty-free lunch period.

### 2. Arrival and Dismissal Times

- a) Teachers shall report for duty by 8:OO A.M. and shall indicate their presence by initialing the appropriate column of the faculty roster. Teachers shall check out at 3:00 P.M. by initialing the same roster. The teachers shall check out ten (10) minutes after children's dismissal on early dismissal days. In-service days do not apply.
- b) The workday for all teachers shall end at the close of the pupils' day on Fridays.
- 3. <u>Teachers shall not be required to be present</u> when these specialist teachers (Art, Music, Writers Workshop, Health, and Physical Education) are working with their pupils. This time is to be considered preparation and/or conference time by the teacher so relieved.

### B. Lunch Periods

1. Teachers shall have a duty-free lunch period of at least thirty (30) minutes, excluding school days consisting of four (4) hour sessions.

# C. Leaving Building

1. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period but shall inform the Superintendent/Principal.

#### D. Meetings

# 1. Prior to Holidays and Weekends

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

# 2. Notice and Agenda

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

# 3. Evening Meetings

Full-time teachers may be required to attend no more than six (6) evening meetings each school year without additional compensation. The number of evening meetings part-time teachers will be required to attend will be prorated compared to a full-time teacher's number of school work days per year. (The decimal will be rounded from the hundredths place to the nearest whole number.) The meetings to be attended will be discussed and agreed to with the Superintendent.

These may include the following:

- 1. Back to School
- 2. Two Evening Music Concerts
- 3. Gym Show
- 4. Parent- Teacher Conferences (2)
- 5. Art Show
- 6. Graduation
- 7. Other Special Activity Nights

# E. Preparation Time

- 1. Classroom teachers shall, in addition to their lunch period, have daily preparation time or conference time during special area instruction.
- 2. All teachers shall be given at least one (1) preparation period per day.
- 3. All full-time teachers shall be given at least six (6) preparation periods per week.
- 4. These preparation periods shall be at least forty five (45) minutes in length, except on shortened school days.
- 5. When a teacher is scheduled to provide a lunch-recess duty, it will begin at 12:49 1:04.
- 6. The number of teachers to perform recess duty per day will be no more than two (2).
- 7. The number of days per year per teacher to perform recess duty will be equally divided among the full and part time teachers. Part-time teachers' number of lunch-recess duties will be prorated compared to a full-time teacher's number of school work days per year. (The decimal will be rounded from the hundredths place to the nearest whole number.)

# ARTICLE VIII SALARIES and OTHER COMPENSATIONS

### A. Salary Schedule

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

### B. Special Assigned Work, Homeschooling, and Travel Compensation

1. Compensation for any <u>special school-wide work</u> (including but not limited to curriculum, projects, and committee work) that require work to be done outside the

normal teacher workday hours and which has been assigned by the Superintendent/Principal and approved by the School Board is set forth in this Agreement's attached Schedule B.

- 2. Compensation for providing <u>Home Schooling</u> for Beach Haven School students as requested by the Superintendent/Principal and Board is set forth in this Agreement's attached Schedule B.
- 3. Compensation for <u>travel</u> related to Superintendent/Principal and/or Board request(s) or assignment(s), and which is not reimbursed through other means, is set forth in this Agreement's attached Schedule B.
- Compensation for teaching After School Basic Skills as requested by the Superintendent/Principal and Board is set forth in this Agreement's attached Schedule B.
- 5. Board or Superintendent approval should come prior to the work being done. A teacher must submit a voucher which states the amount owed and what it is for to the Beach Haven School Business Administrator or Board Secretary in order to receive compensation for the above mentioned items in Article VIII, B. After the voucher has been submitted and approved by the Board, it shall be paid to the teacher before the next Board meeting.

# C. Procedure for Withholding Increments

Regular salary guide increments excluding adjustment may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties and only in accordance with the following:

- 1. Subject to ARTICLE IV, Section C.
- 2. That the procedures be adhered to as outlined in ARTICLE XIII, "Teacher Evaluation".

- 3. The Superintendent/Principal shall not forward any recommendation to withhold a teacher's increment or a part thereof to the Board unless:
  - a) The recommendation occurs at least ninety (90) calendar days prior to such withholding, and in no case later than May 15 of the preceding school year in which such action would take effect;
  - b) The Superintendent/Principal has given to the teacher against whom the recommendation may be made, written notice which specifies the nature of the deficiency (ies) and the corrective action(s) necessary allowing the teacher a reasonable amount of time in order to correct the deficiency (ies).
- 2. Once a recommendation is forwarded to the teacher and the Board, the teacher may within ten (10) school days file a grievance commencing at the Superintendent/Principal level (Level Two). No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth heretofore in ARTICLE III of this agreement.
- 5. Any action by the Board to withhold an increment or any part thereof shall be subject to appeal as per NJ statute prescribes by an Administrative Law Judge.
- 6. Salary guide increment or part thereof withheld under this provision can only be restored by action of the board as per policy 3152.

### D. Method of Payment

### 1. <u>Ten (10) Month</u>

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

#### 2. Exceptions

When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks (non post-dated) on the last previous working day.

# 3. Final Pay

Each teacher shall receive his final pay (non post-dated) and the pay schedule for the following year by the last full-time teachers' workday, provided that all teacher responsibilities have been completed and approved by the Superintendent/Principal.

# 4. Summer Savings Plan

Each teacher may individually elect to have ten (10%) percent of his/her monthly salary deducted from his/her pay. These funds shall be paid to the teacher or his/her 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.

# ARTICLE IX TEACHER ASSIGNMENT

# A. Notification

# 1. Date for Presently Employed Teachers

All teachers shall be given written notice of their salary schedules, class and/or subject assignments (building assignments), and room assignments for the forthcoming year not later than May 15 to the degree possible. A list of said schedules and assignments shall be simultaneously sent to the Association. In the event a teacher's assignment needs to be changed, the teacher shall be informed in writing and shall be given an opportunity to discuss the change with his Superintendent/Principal.

# ARTICLE X VOLUNTARY TRANSFERS AND REASSIGNMENTS

### A. Notification of Vacancies

### 1. Date

No later than May 15 of each school year, the Superintendent/Principal shall deliver to the Association and post in all school buildings a list of the known vacancies, which shall occur during the following school year.

# 2. Filing Requests

Teachers who desire a change in grade may file a written statement of such desire with the Superintendent/Principal.

# ARTICLE XI TEACHER EMPLOYMENT

### A. Certification

### 1. Standard Certificates

The Board agrees to hire only fully "certificated" teachers holding appropriate certificates issued by the New Jersey State Board of Examiners for every teaching assignment.

### B. Placement of Salary Schedule

### 1. Adjustment of Salary Schedule

Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the school year in accordance with paragraph B-2 below. Any teacher employed consecutively for six (6) months during a year shall be given full credit for one (1) year of service toward the next increment step for the following year.

# 2. Credit for Experience

Credit on the Teacher Salary Schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of this Agreement's Schedule A. Additional credit for military experience shall be given in accordance to Law.

# C. Returning to the District

A teacher with previous teaching experience in the Beach Haven School District shall return to the next step up from the previously held step in that district's school system as set forth in section B above.

# D. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15 or according to NJ Statute.

# ARTICLE XII PROMOTIONS

The Superintendent/Principal shall adequately publicize all vacancies in promotional positions (those that pay a salary differential and/or include but are not limited to administrative positions, classroom teachers, specialists and/or special projects teachers, pupil personnel workers, and positions in programs funded by the federal government).

- 1. When school is in session, a notice shall be posted in each school as far in advance as practical, a minimum of fifteen (15) work day posting period before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting.
- 2. The qualifications for the position and its duties shall be clearly set forth.
- 3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent/Principal within the time limit specified in his notice, and the Superintendent/Principal shall acknowledge in writing the receipt of all such

applications. Application shall be kept on file in the Superintendent/Principal's office for continual consideration for future vacancies.

- 4. 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 their names to the Superintendent/Principal, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent/Principal 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. In addition, the Superintendent/Principal shall post a list of promotional positions to be filled during the summer period at the administrative office in each school.
- 5. All qualified teachers shall be given adequate opportunity to make application, and no position shall be filled until all properly submitted applications have been considered.

# ARTICLE XIII TEACHER EVALUATION

### A. Evaluation Procedure - Certified Personnel

- 1. Teacher shall be evaluated consistent with applicable state statute and regulation P.L. 2012, c.26 and N.J.A.C. 6A:10)
- a. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
- 2. <u>Frequency</u> The number of observations for all teachers not subject to a Corrective Action Plan shall be as follows:
- a. Tenured teachers will receive two (2) short observations per school year. These will include one (1) formal/announced observation and one (1) informal/unannounced observation.
- b. Non-tenured will receive three (3) short observations per school year. These will include two (2) formal/announced observations and one (1) informal/unannounced observation.
  - c. Tenured teachers who have obtained Highly Effective status on their most

recent summative evaluation may replace with supervisor approval one (1) standard observation with a portfolio of practice based on one (1) of the following:

Reflective Practice Protocol

Coaching a clinical intern

Participating in the National Board Certification process

- 3. All certificated staff shall be observed and evaluated according to law.
- a. Within ten (10) working days of a classroom observation, the staff member shall meet with his/her evaluator to hold an observation conference. The purpose of this conference is for the evaluator and staff member to mutually discuss the lesson that was observed.
- b. Within five (5) working days of the observation conference, the staff member shall receive a copy of the written evaluation for signature.
- c. The staff member's signature will only indicate knowledge of the contents of the report, not agreement with the content. No certificated staff member shall be required to sign a blank evaluation form.
- d. Should the certificated staff member wish to have a rebuttal attached to an evaluation, he/she shall submit said document to the evaluator within ten (10) days of receipt of the written evaluation. Said rebuttal shall become part of the evaluation document.
- e. All certificated staff evaluations shall be in accordance with the Department of Education ("DOE") Regulations. Where any of the aforementioned paragraphs conflict with the evaluations required by the DOE, the DOE regulations shall control.
  - 4. Use of video and/or audio recording devices in evaluation:
- a. During a classroom or workplace observation/evaluation, whether formal or informal, no tape recorders, videotape equipment, computers, telephones or any other device with video or

audio recording capability shall be used to record the staff member. Evaluation of a staff member shall not be accomplished through electronic monitoring or taping.

#### B. Personnel Records

### 1. <u>File</u>

An employee shall have the right, upon request, to review the contents of the employee's personnel file. An employee shall be entitled to have a representative of the Association accompany the employee during such review.

# 2. <u>Derogatory Material</u>

No material derogatory to an employee's conduct, service, character or personality shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that the employee had the opportunity to review such material by affixing the employee's signature on the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material within ten (10) days, and the employee's answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. Nothing in this section shall prohibit the recording by members of the administration of the date and substance of observations of employee conduct, nor the filing of such material if the employee refused to sign the employee's evaluation report. In such event, the Association President shall be notified.

#### 3. No Separate File

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 XIV COMPLAINT PROCEDURE

### A. Procedural Requirement

Any complaints regarding a teacher made to the Superintendent/Principal by any parent, student, or other person which influences or may influence the evaluation of a teacher shall be processed according to the procedure outlined below.

# B. Meeting with Superintendent/Principal

The Superintendent/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. Right to Representation

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

### D. Procedure

### 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 on, the complaint shall move to Step Two (2).

#### Step 2

Any complaint unresolved under Step One (1) at the request of the teacher or the complainant shall be reviewed by the Superintendent/Principal in an attempt to resolve the matter to the satisfaction of all parties concerned.

#### Step 3

Upon receipt of the written complaint, the Superintendent/Principal shall confer with all parties. The teacher shall have the right to be present at all meetings of the Superintendent/Principal and the complainant.

### Step 4

If the Superintendent/Principal 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 with his recommendation in writing to the Board along with a copy to all parties concerned.

### Step 5

After receipt of the findings and recommendations of the Superintendent/Principal, 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/Principal should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

# Step 6

Any complaint unresolved under Step Five (5) may be submitted by the teacher to the grievance procedure as set forth in ARTICLE III of this Agreement and shall commence at Level Four (4).

# ARTICLE XV FAIR DISMISSAL PROCEDURE

#### A. Notification of Status

#### 1. Reasons

Any non-tenured teacher who receives a notice of non-employment may, up to fifteen (15) days thereafter, request a written statement of reasons for such non-employment from the Superintendent/Principal. Said statement shall be given to the teacher in writing up to fifteen (15) days after receipt of such request.

### 2. Hearing

Any nontenured teacher who has received such notice of non-employment and statement of reasons shall be entitled to an informal hearing before the Board, provided a written

request for such informal hearing is received in the office of the Secretary of the Board within ten (10) days after receipt by the teacher of the statement of reasons.

### 3. Board Determination

The Board shall issue its written determination as to the employment or non-employment of said nontenured teacher for the next succeeding school year within three (3) days after the completion of the hearing.

# ARTICLE XVI TEACHER FACILITIES

# A. Listing of Facilities

- 1. Space for each teacher within each instructional area in which he teaches to store his instructional materials and supplies.
- 2. An air-conditioned teacher work area containing adequate supplies to aid in the preparation of instructional materials.
- 3. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher.
- 4. Well-lighted and clean teacher rest rooms, and separate from the students' rest rooms.
- 5. A separate, private dining area for the use of the teachers.

# ARTICLE XVII SICK LEAVE

# A. Accumulative

As of September 1, 2017, all full-time teachers employed shall be entitled to ten (10) accumulative sick leave days each school year. Part-time teachers' number of accumulated sick days will be prorated compared to a full-time teacher's number of

accumulated sick days per year. (The decimal will be rounded from the hundredths place to the nearest whole number.)

# B. Notification of Accumulated Sick Days

Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

# C. Payment of Unused Sick Days

The payment of the number of accumulated, unused sick days upon retirement shall be as is outlined below, as long as the teacher has a minimum of five (5) years in the district.

- 1) For the term of this agreement, 2019-2022, the maximum cap shall be 200 days at sixty dollars (\$60) per day.
- a) Ten (10) to nineteen (19) years shall receive eight (80%) of the dollar value of the above amounts.
- b) Five (5) to nine (9) years shall receive fifty percent (50%) of the dollar value of the above amounts.

# ARTICLE XVIII TEMPORARY LEAVE OF ABSENCE

# A. Types of Leave

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

### 1. Personal

a). Each full-time teacher shall be allowed up to three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Request to the teacher's Superintendent/Principal for personal leave shall be

made at least one (1) day before taking such leave (except in the case of emergencies), and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section. Part-time teachers' number of personal days will be prorated compared to a full-time teacher's number of personal days per year. (The decimal will be rounded from the hundredths place to the nearest whole number.)

### b). Unused Personal Days

Unused personal days shall be paid to each teacher at one half (1/2) the current substitute pay at the end of each school year, which is June 30th.

### 2. School Visitation

Each teacher shall be allowed up to one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature with approval from the Superintendent/Principal and Board of Education.

### 3. Legal

Each teacher shall be allowed time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system where the teacher is the defendant.

### 4. Death

The number of school days (not to exceed five) shall be allowed to each teacher without loss of pay in the event of death in the immediate family. The term "immediate family" shall be understood to include only the following: father, grandfather, mother, grandmother, father-in-Iaw, mother-in-law, husband, wife, guardian (en loco parentis), child, brother, sister, or anyone with whom a teacher is domiciled. An allowance not to exceed three (3) days shall be allowed without loss of pay in the case of the death of a relative not heretofore mentioned and who shall be identified to the Superintendent/Principal.

#### 5. Good Cause

Other leaves of absence with or without pay may be granted at the discretion and approval of the Board of Education.

### B. In Addition to Sick Leave

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

### C. Perfect Attendance

Any teacher who has perfect attendance during a school year will receive a perfect attendance bonus of \$200.00 for that year which will be paid by June 30 of that year. Personal days used for religious reasons shall not be counted against perfect attendance. A part-time teacher's perfect attendance bonus dollar amount will be prorated compared to a full-time teacher's perfect attendance bonus. (The decimal will be rounded from the one cent place to the nearest dollar.)

# ARTICLE XIX MISCELLANEOUS LEAVE OF ABSENCE

### A. International and Federal Programs

A leave of absence without pay of up to two (2) years 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. Maternity and Child Rearing

#### 1. Natural Birth

The Board shall grant maternity leave without pay to any teacher upon request. Maternity leave shall commence and terminate on the dates requested by the teacher subject to the following stipulations and limitations:

- a. <u>Disability maternity leave</u> may only commence from 35 calendar days prior to the expected birth date (or at the physician's recommendation) to 35 calendar days after the actual birth date (or according to the physician's recommendation).
- b. Any teacher granted disability maternity leave, as described in Section B-1 (a) above, may at her discretion elect to use all or any part of her accumulated sick leave during the period of such absence and receive full pay benefits for the same.
- c. No teacher shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.
- d. The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician which states that she is medically able to continue teaching.
- 2. Any teacher who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so according to her physician and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability, and she will be entitled to her annual and accumulated sick leave and annual personal days with pay and benefits during the period of absence.

### C. Adoption

1. The Board shall grant adoption leave without pay to any teacher upon request.

- 2. Adoption leave shall commence upon him/her receiving de facto custody of the involved child(ren), or earlier if necessary, in order to fulfill the requirements for the adoption.
- 3. Adoption leave shall terminate on the date requested by the teacher with Board approval.

# D. Paternity

The Board shall grant paternity leave without pay to any teacher upon request. Paternity leave shall commence and terminate on the dates requested by the teacher with Board approval.

# E. Good Cause

Other leaves of absence without pay may be granted at the discretion and approval of the Board of Education for good reason,.

# F. Return from Leave

### 1. Salary

Upon return from leave granted pursuant to this Article, a teacher shall be placed on the salary schedule at the level he or she left. If the teacher worked more than one half (1/2) year or up to February 1 of that year when his or her leave of absence started, the teacher shall advance to the next step on the guide.

#### 2. 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.

### 3. Restored Position

- a) Any teacher who returns from a granted leave of absence shall be restored to a position directly in line with his previous district experience and certification; and
- b) He shall be assigned to the same position which he held at the time said leave commenced if available or, if not, to a substantially equivalent position.

### G. Extensions and Renewals

All extensions or renewals of leaves shall be applied for by the teacher and responded to in writing by the Superintendent/Principal or the Board of Education.

# ARTICLE XX SABBATICAL LEAVE

The Beach Haven Board of Education may grant sabbatical leave in accordance with the following:

- 1. A teacher must have seven (7) consecutive years in teaching in the Beach Haven Elementary School.
- 2. Fifty percent (50%) of salary to be granted for a half (1/2) school year or a whole school year while on

sabbatical leave, plus the maintenance of all fringe benefits.

- 3. To be granted for educational graduate work as a full-time graduate student.
- 4. Sabbatical leave will not be automatic. It may be granted upon the recommendation of the Superintendent/Principal and approval of the School Board.
- 5. One (1) teacher per year may be granted sabbatical leave.
- 6. Cost for graduate credit work will be paid by the Board in accordance with School Board Policy.
- 7. Request for sabbatical leave shall be made by December 1 of the preceding year.
- 8. The teacher granted sabbatical leave shall return to work at the Beach Haven Elementary School for at least two (2) consecutive years, or the monies paid while on leave shall be owed or returned to the Board.

# ARTICLE XXI PROFESSIONAL DEVELOPMENT AND EDUCATION

# A. Purpose

In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes.

The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in a way that best serve his own problems, functions, interests, and needs related to public school education.

# B. Tuition Reimbursement

The Board agrees that tuition reimbursement shall be a maximum of:

\$1,050 per person, per year, for the duration of this contract.

#### C. Convention Reimbursement

Teachers shall be reimbursed \$25.00 per year for materials bought while at the NJEA Convention. A receipt must be provided by the teacher for reimbursement.

### D. <u>Professional Development Training Reimbursement:</u>

The Board agrees that teachers shall be reimbursed for the cost of the professional development training that they attend and for the cost of travel to and from the training site(s). Said professional development shall be approved in advance by the Superintendent and/or Board of Education in compliance with current NJ Department of Education regulations.

# E. Professional Development Synopsis:

Teachers shall provide a written synopsis of their professional development experience.

# ARTICLE XXII SUPERVISION OF STUDENT TEACHERS

# A. Mutual Responsibility

There is a continuing need for the recruitment of able teacher candidates and for the improvement of their preparation. Teachers enlisted to teach in any situation must be provided an education based on the best academic preparations with numerous planned and classroom activities with which teachers must function effectively. Through the cooperation of the Beach Haven School District and the Association, the student teacher is provided with the setting to apply the professional knowledge and skills, theories, and philosophies which have been developed through college courses and related experiences. The Board and the Association accept the joint responsibility to prepare teachers and to provide student teachers with direct field experiences in the Beach Haven School District that are relevant to the teaching act.

#### B. Procedures

The following procedures shall govern the supervision of student teachers:

# 1. Released Time

Each cooperating teacher shall be provided with released time and pay for attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university, subject to prior approval by the Superintendent.

# 2. No Additional Assignments

A cooperating teacher shall not involuntarily be given additional assignments outside of his regular responsibilities during the period he is supervising a student teacher.

### 3. Materials and Supplies

Upon request, a cooperating teacher shall be provided with a duplicate copy of all instructional materials and teacher manuals for use by the student teacher assigned.

# 4. <u>Information for Cooperating Teachers</u>

The Superintendent/Principal shall arrange for each cooperating teacher to be provided in writing with the following in accordance with college procedures. Specific information about:

- a. The date the student will begin the assignment,
- b. When he will complete the assignment,
- c. And holidays or special events, which affect the student teacher's attendance.

# **ARTICLE XXIII**

### PROTECTION OF TEACHERS. STUDENTS, AND PROPERTY

#### A. Unsafe and Hazardous Conditions

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well being, as so deemed by the Superintendent/Principal and the Board of Education and the State of New Jersey.

### B. Reasonable Force

As specified in N.J.S.A 18 A: 6-1, a teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary: For example in order to quell a disturbance threatening physical injury to others; to obtain possession of

weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons and property.

# C. Assault and Injury

# 1. Legal Assistance

The Board shall give full support including legal and other assistance for any assault upon a teacher while acting in the discharge of his duties, pending advice of Board attorney provided such injury or legal proceeding was not determined to be the fault of the teacher.

### 2. Leave

In accordance with law, when absence arises out of or from such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence and shall not forfeit any sick leave or personal leave provided such injury or legal proceeding was not determined to be the fault of the teacher.

### 3. Medical

In accordance with law, the Board shall provide coverage as outlined in the State of NJ Statutes and Regulations for Workers Compensation Coverage for a teacher for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his employment provided such injury or legal proceeding was not determined to be the fault of the teacher.

### 4. Worker's Compensation

Benefits derived under this Agreement or subsequent Agreements shall continue beyond the period of any Worker's Compensation until the complete recovery of any teacher when absence arises out of or from assault or injury not determined to be the fault of the teacher.

### D. Reporting Assaults and Injury

### 1. Superintendent/Principal

Teachers shall immediately report cases of assault or injury suffered by them in connection with their employment to their Superintendent/Principal.

# ARTICLE XXIV DEDUCTION FROM SALARY

### A. Association Payroll Dues Deduction

- 1. The Board agrees to deduct from the salaries of its teachers dues for the Beach Haven 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, N.J. Public Laws of 1969 (NJSA 52:14 -15.9e) and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Beach Haven Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys 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.
- 3. Any teacher will give at least 60 days notice for any change in association status.

### B. Tax Deferred Savings Plan Deductions:

The Board agrees to deduct before taxes individual teacher designated money amounts from any teacher's salary who wishes to invest money in either or both a 403 B and/or a 457 Taxed Deferred Savings Plan. The designated money amount(s) will be deposited into

the prescribed savings plan(s) as soon as possible once they have been deducted from the teacher's paycheck. The teacher will give at least 60 days notice if there are any changes to be made.

### C. Disability Insurance Plan Deductions:

The Board agrees to deduct money for the payment of disability insurance from the salary of any teacher who wishes to enroll in such a plan and deposit it with the insurance provider.

The teacher will give at least 60 days notice if there are any changes to be made.

### D. Representation Fee:

1. Employees who have authorized a payroll deduction of dues to employee organizations may revoke such authorization by providing written notice to the District during the ten days following each anniversary date of their employment. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of dues, the District shall provide notice to the Association President of an employee's revocation of such authorization. Within five days of receipt from the District the Association President shall notify the District if the revocation is invalid under this clause. Absent a response within the five days the revocation shall be considered valid. An employee's notice of revocation of authorization for the payroll deduction of employee organization fees shall be effective on the 30<sup>th</sup> day after the anniversary date of employment.

The first day of work shall be the first paid contractual day of work in the district.

Additional information regarding union protection and the enforcement of the Workplace Democracy Enhancement Act of 2018 can be found in the appendix of this collective bargaining agreement.

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

3. The Association agrees to establish a demand and return system in accordance with Chapter 477, Public Law 1979.

## ARTICLE XXV MISCELLANEOUS PROVISIONS

### A. Nondiscrimination

The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

### B. 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.

### C. 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 applications 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.

### D. 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, during its duration, this Agreement shall be controlling.

#### E. Printing Agreement

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

### F. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provision(s) of this Agreement, either party shall do so by written correspondence within fifteen (15) working days at the following addresses:

- 1. If by Association to the Board Beach Haven School, 8th St. & Beach Avenue, Beach Haven, NJ 08008.
- 2. If by Board to Association Beach Haven School, 8th St. & Beach Avenue, Beach Haven, NJ 08008.

# ARTICLE XXVI HEALTH BENEFITS

The Board of Education shall provide school policy covered employees (or those otherwise grandfathered under past school policy) the opportunity to be enrolled in the New Jersey School Employees' Health Benefits Program for member, spouse, and family. Beginning July 1, 2018, teachers shall be enrolled in the School Employees' Health Benefits Program, Direct 15. Effective July 1, 2020 employees will make insurance contributions to the Board in accordance with the Insurance Deduction Schedule below. The Board of Education shall pay the remaining difference in cost for aforesaid healthcare insurance membership.

### Insurance Deduction Schedule:

- 1. Annual insurance deductions shall be made in accordance with the schedule below and shall remain in effect unless and until it is modified by the parties during negotiations.
- 2. Placement on the Insurance Deduction Schedule shall be determined by the employee's salary each school year.

3. In the event an employee's plan selection and/or their level of coverage should change, the employee's insurance deduction shall be adjusted using the appropriate chart below at the salary used to determine placement on the Insurance Deduction Schedule.

New Letter B. New hires are entitled to single coverage only, until such time that they receive tenure.

Insurance Deduction Schedule								
Family Coverage		Member/Partner Coverage						
	% of		% of					
Salary	Premium	Salary	Premium					
\$45,000-\$49,999	9.00%	\$45,000-\$49,999	9.00%					
\$50,000-\$59,999	12.00%	\$50,000-\$59,999	15.00%					
\$60,000-\$69,999	16.00%	\$60,000-\$69,999	19.00%					
\$70,000-over	20.00%	\$70,000 and over	20.00%					
Parent/Child(ren) Coverage		Single Coverage						
-	% of		% of					
Salary	Premium	Salary	Premium					
\$45,000-\$49,999	9.00%	\$45,000-\$49,999	13.00%					
\$50,000-\$59,999	15.00%	\$50,000-\$59,999	18.00%					
\$60,000-\$69,999	19.00%	\$60,000-\$69,999	21.00%					
\$70,000 and over	20.00%	\$70,000 and over	24.00%					

In addition, with the effective date of this agreeement, the Board pays in full for Delta Dental Plan of New Jersey single, married and family coverage for covered employees, and also pays in full for single, married and family coverage for covered employees in Vision Service Plan C.

# ARTICLE XXVII MANAGEMENT RIGHTS CLAUSE

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations:

a. to direct employees of the school district;

**Beach Haven Board of Education** 

- 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;
- c. to relieve employees from duty because of lack of work or for 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 to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

# ARTICLE XXVIII DURATION OF AGREEMENT

The duration of this Language Agreement between the Beach Haven Board of Education and the Beach Haven Education Association will be from September 1, 2019 to August 31, 2022.

President Date 10/24/19 President

**Beach Haven Education Association** 

Date 10/24/19 Secretary Date 10/24/19

### SCHEDULE B

- 1. <u>Compensation for Special Work</u> as described in Article VIII, B − 1 for the term of this Agreement, 2019 − 2022, is \$42.00 per hour.
- 2. <u>Compensation for Home Schooling</u> as described in Article VIII, B 2 for the term of this Agreement, 2019 2022, is \$47.00 per hour.
- 3. <u>Compensation for Travel</u> as described in Article VIII, B-3 for the term of this Agreement, 2019-2022, is equal to the yearly dollar amount prescribed by the New Jersey State OMB rate.
- 4. Compensation for Teaching "After School Basic Skills" as described in Article VIII, B

   4 for the term of this Agreement, 2019- 2022, is \$50.00 per 45 minutes session.
- 5. <u>Compensation for Missing Guaranteed Preps</u> as described in Article VIII, B-5 for the term of this agreement, 2019-2022 is \$50 per prep, if not made up within six (6) weeks of date missed.
- 6. Longevity is available to those members who have completed twenty years of district service. These members will be compensated \$1,500 annually at the start of each consecutive school year following their 20 years of service.

#### **APPENDIX**

Workplace Democracy Enhancement Act of 2018 "Supplemental"

### **Union Protection**

- The Board and/or its agents, members of the administration, shall not encourage negotiation unit members to resign or relinquish membership in the Association and shall not encourage negotiations unit members to revoke authorization of the deduction of fees to the Association or its unified affiliates.
- 2. The Board and/or its agents, members of the administration, shall not encourage or discourage an employee from joining or assisting the Association.

#### Enforcement

1. This article shall be enforceable through the parties' grievance procedure, which shall include binding arbitration as outlined in the Workplace Democracy Enhancement Act of 2018.

## Salary Guides

<u>2019-2020</u>									
Step	ВА	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1-2	47,965	48,565	49,165	49,765	50,765	51,365	51,965	52,565	53,165
3	48,365	48,965	49,565	50,165	51,165	51,765	52,365	52,965	53,565
4	48,865	49,465	50,065	50,665	51,665	52,265	52,865	53,465	54,065
5	49,565	50,165	50,765	51,365	52,365	52,965	53,565	54,165	54,765
6	50,265	50,865	51,465	52,065	53,065	53,665	54,265	54,865	55,465
7	51,065	51,665	52,265	52,865	53,865	54,465	55,065	55,665	56,265
8	51,965	52,565	53,165	53,765	54,765	55,365	55,965	56,565	57,165
9	52,965	53,565	54,165	54,765	55,765	56,365	56,965	57,565	58,165
10	53,965	54,565	55,165	55,765	56,765	57,365	57,965	58,565	59,165
11	55,165	55,765	56,365	56,965	57,965	58,565	59,165	59,765	60,365
12	56,400	57,000	57,600	58,200	59,200	59,800	60,400	61,000	61,600
13	57,750	58,350	58,950	59,550	60,550	61,150	61,750	62,350	62,950
14	59,250	59,850	60,450	61,050	62,050	62,650	63,250	63,850	64,450
15	60,975	61,575	62,175	62,775	63,775	64,375	64,975	65,575	66,175
16	63,150	63,750	64,350	64,950	65,950	66,550	67,150	67,750	68,350
OG2	76,913	77,513	78,113	78,713	79,713	80,313	80,913	81,513	82,113

Step 1 of the 2018-2019 school year has been compressed beginning in the 2019-2020 school year. Those individuals residing on step 1 of the 2018-2019 school year as well as those teachers hired by the district for the 2019-2020 school year and placed on step 1 will move together through the new guides. A Guide to the Compression follows these salary guides.

## **Salary Guides**

2020-2021

Step	ВА	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	48,625	49,225	49,825	50,425	51,425	52,025	52,625	53,225	53,825
2-3	49,025	49,625	50,225	50,825	51,825	52,425	53,025	53,625	54,225
4	49,525	50,125	50,725	51,325	52,325	52,925	53,525	54,125	54,725
5	50,225	50,825	51,425	52,025	53,025	53,625	54,225	54,825	55,425
6	50,925	51,525	52,125	52,725	53,725	54,325	54,925	55,525	56,125
7	51,725	52,325	52,925	53,525	54,525	55,125	55,725	56,325	56,925
8	52,625	53,225	53,825	54,425	55,425	56,025	56,625	57,225	57,825
9	53,625	54,225	54,825	55,425	56,425	57,025	57,625	58,225	58,825
10	54,625	55,225	55,825	56,425	57,425	58,025	58,625	59,225	59,825
11	55,825	56,425	57,025	57,625	58,625	59,225	59,825	60,425	61,025
12	57,075	57,675	58,275	58,875	59,875	60,475	61,075	61,675	62,275
13	58,450	59,050	59,650	60,250	61,250	61,850	62,450	63,050	63,650
14	60,050	60,650	61,250	61,850	62,850	63,450	64,050	64,650	65,250
15	61,850	62,450	63,050	63,650	64,650	65,250	65,850	66,450	67,050
16	64,050	64,650	65,250	65,850	66,850	67,450	68,050	68,650	69,250
OG2	77,813	78,413	79,013	79,613	80,613	81,213	81,813	82,413	83,013

Step 1 of the 2018-2019 school year has been compressed beginning in the 2019-2020 school year. Those individuals residing on step 1 of the 2018-2019 school year as well as those teachers hired by the district for the 2019-2020 school year and placed on step 1 will move together through the new guides. A Guide to the Compression follows these salary guides.

## **Salary Guides**

### 2021-2022

Step	ВА	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+40
1	49,725	50,325	50,925	51,525	52,525	53,125	53,725	54,325	54,925
2	50,125	50,725	51,325	51,925	52,925	53,525	54,125	54,725	55,325
3-4	50,625	51,225	51,825	52,425	53,425	54,025	54,625	55,225	55,825
5	51,325	51,925	52,525	53,125	54,125	54,725	55,325	55,925	56,525
6	52,025	52,625	53,225	53,825	54,825	55,425	56,025	56,625	57,225
7	52,825	53,425	54,025	54,625	55,625	56,225	56,825	57,425	58,025
8	53,725	54,325	54,925	55,525	56,525	57,125	57,725	58,325	58,925
9	54,725	55,325	55,925	56,525	57,525	58,125	58,725	59,325	59,925
10	55,725	56,325	56,925	57,525	58,525	59,125	59,725	60,325	60,925
11	56,925	57,525	58,125	58,725	59,725	60,325	60,925	61,525	62,125
12	58,225	58,825	59,425	60,025	61,025	61,625	62,225	62,825	63,425
13	59,625	60,225	60,825	61,425	62,425	63,025	63,625	64,225	64,825
14	61,225	61,825	62,425	63,025	64,025	64,625	65,225	65,825	66,425
15	63,050	63,650	64,250	64,850	65,850	66,450	67,050	67,650	68,250
16	65,250	65,850	66,450	67,050	68,050	68,650	69,250	69,850	70,450
OG2	79,013	79,613	80,213	80,813	81,813	82,413	83,013	83,613	84,213

Step 1 of the 2018-2019 school year has been compressed beginning in the 2019-2020 school year. Those individuals residing on step 1 of the 2018-2019 school year as well as those teachers hired by the district for the 2019-2020 school year and placed on step 1 will move together through the new guides. A Guide to the Compression follows these salary guides.

## Guide to Salary Guide Compression

