

**AGREEMENT**

**BETWEEN**

**THE SPRING LAKE HEIGHTS**

**BOARD OF EDUCATION**

**AND**

**THE SPRING LAKE HEIGHTS**

**TEACHERS' ASSOCIATION**

**JULY 1, 2003 - JUNE 30, 2006**

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## **PREAMBLE**

This Agreement entered into this first day of July 1, 2003 by and between the Board of Education of the Borough of Spring Lake Heights in the County of Monmouth, New Jersey hereinafter called the “Board” and Spring Lake Heights Teachers’ Association hereinafter called the “Association”.

## **ARTICLE I RECOGNITION**

- A. The Board of Education of Spring Lake Heights hereby recognizes the Spring Lake Heights Teachers' Association as the exclusive and sole representative of collective negotiation concerning the terms and conditions of employment for all employees within the District which includes the following:
1. Full and Part Time Certificated Teachers
  2. Full Time Child Study Team Members
  3. Full Time Custodians

Excluded here from are all managerial, supervisory and confidential employees (including, but not limited to, confidential secretaries) within the meaning of Chapter 123 Public Laws of 1975. Benefits, with the exception of health benefits, will be prorated with the number of days worked for part time employees listed above.

- B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all non-supervisory certificated personnel as set forth in subparagraph 1 and 2, as listed in this Article above in Paragraph A.
- C. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the unit as listed in this Article above in Paragraph A.
- D. Unless otherwise indicated, the term "custodians", when used hereinafter in this Agreement, shall refer to personnel represented by the Association in subparagraph 3, as listed in this Article above in Paragraph A.
- E. As this Agreement recognizes different classifications of employees, the terms and conditions of employment for the different classifications of employees are exclusively set forth in this Agreement as follows:
1. As to employees in classifications 1 and 2, listed above in paragraph A, the following articles and provisions shall apply; Articles I, II, III, IV, V, VI, VII, IX, X, XI, XIII, XIV, Schedules A and C. None of the other Articles shall apply in this Agreement to employees in classifications 1 and 2.
  2. As to employees in classification 3 listed above in Paragraph A, the following articles and provisions shall apply; Articles: I, II, III, IV, VI (A-F), VIII (A), X, XI, XII (A-B), XIII, XIV, Schedule B. None of the other Articles shall apply in this Agreement to employees in classification 3.

## **ARTICLE II NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Law of 1975 in good faith efforts to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin on December 1, or as soon thereafter as practicable, but not later than December 15, or as such times as are provided by law or regulation, of the calendar year in which this Agreement expires or as per P.E.R.C. Rules and Regulations. Any agreement so negotiated shall apply to all employees as set forth herein shall be reduced to writing, be signed by the authorized representatives of the Board and the Association and be adopted by the Board and the Association.
- B. The Board of Education and the Spring Lake Heights Teachers' Association retain the right to ratify or reject any agreement reached during negotiations.
- C. During negotiating, facts, opinions, proposals, and counter-proposals will be exchanged freely by the parties hereto. Any information mentioned in connection with same will be provided by the Board of Education and/or the Teachers' Association, if practical, and provided same does not violate any law or breach confidentiality or infringe upon an individual's rights.
- D. This Agreement incorporates the entire understanding of the parties hereto on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed.
- E. This Agreement shall not be modified in whole or in part by the parties hereto except by an instrument in writing duly executed by both parties.

**ARTICLE III  
GRIEVANCE PROCEDURE**

**A. DEFINITIONS**

1. A “grievance” is a claim by an employee or the Association based upon the interpretation, application, or violation of the provisions of this Agreement, except that the arbitration provisions of Level III shall only apply to interpretations of the language of this Contract and not to Board policies, administrative decisions, terms and conditions of employment, or anything other than interpretations of the language of the Contract.
2. An “aggrieved person” is a person or persons who is/are a member(s) of the appropriate unit making the claim.
3. A “party in interest” is a person making the claim, and any person(s) or the Association 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 resolve differences concerning the rights of the parties at the lowest possible level which may from time to time arise because of interpretations of Board policies, administrative decisions, and the language of this Agreement.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention by the Association provided the adjustment is not inconsistent with the terms of this Agreement.

## C. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum and every effort shall be made to expedite the process. The time limits specified, may however be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure before the end of the school year, and if left unresolved until the beginning of the following 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 practical.

### LEVEL I

3. An employee with a grievance shall discuss it first with his/her immediate supervisor, either directly or through the Association's Representative within 30 days of the occurrence of the event, situation or incident which gave rise to the grievance, with the objective or resolve the matter informally at this level.

### LEVEL II

4. If the aggrieved person is not satisfied with the disposition of his/her Grievance at Level I, or if no decision has been rendered within 5 school days after presentation of the grievance, he/she may file the grievance in writing with the Association's Grievance Committee. No later than 10 school days after receiving the written grievance, the Committee shall refer it to the Superintendent of Schools.

### LEVEL III

5. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II within 10 school days after the grievance was delivered to the Superintendent, he/she may request in writing that the Committee submit his/her grievance to the Board of Education. The Board of Education will respond within 5 days after next regularly scheduled Board meeting.
6. In such cases only where a grievance or a portion of it concerns an interpretation of the language of this Contract, the issue of Contract language interpretation only may be subject to binding arbitration as follows:

- (a) If the parties fail to resolve the grievance to the satisfaction of the aggrieved within 15 school days after the receipt thereof, a request may be made within 10 school days, by either party, to PERC (Public Employees Relation Commission) for a list of Arbitrators. The parties shall then be bound by the rules of procedure of the PERC (Public Employees Relation Commission) in the selection of the Arbitrator as well as the proceeding under arbitration. The Arbitrator's jurisdiction and the scope of his/her interest is specifically limited to the interpretations of the meaning of the language of this Agreement.
- (b) The Arbitrator's decision shall be in writing and shall be submitted to the Board of Education and the Association and shall be final and binding on both parties.
- (c) The cost for the services of the Arbitrator shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring same.

#### D. RIGHTS OF EMPLOYEES TO REPRESENTATION

- 1. The aggrieved party may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a Representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 2. No reprisals of any kind shall be taken by the Board or any member of the Administration against any party in interest, any Representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

## E. MISCELLANEOUS

1. If, in the judgment of the Association, a grievance(s) arising out of the same transaction materially affects the group or class of employees, the Grievance Committee may submit such grievance(s) in writing to the Superintendent directly and the processing of such grievance(s) shall begin at Level II. The Grievance Committee may process such grievance(s) through all remaining levels of the grievance procedure, except that nothing herein shall be construed to give either side the right to arbitration of these issues except with regard to the differences of interpretation of the language of the Contract and Level III shall not apply to any other issues, including but not limited to, Board policies, administrative decisions, the terms and conditions of employment, or anything other than interpretations of the language within the Contract.
2. Decisions which are rendered at Level I which are unsatisfactory to the aggrieved person and all decisions rendered at Level II and III of the grievance procedure shall be in writing setting forth the decisions and the reasons therefore and shall be transmitted promptly to all parties concerned and to the Chairperson of the Grievance Committee of the Association. Decisions rendered at Level III shall be in accordance with Paragraphs 5a, b, and c of this Article.
3. All documents, communications and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Such files may be kept by the Superintendent and the Association.
4. Forms for filing grievances, serving notices, taking appeals, making reports and making recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and be given appropriate distribution so as to facilitate operation of the grievance procedure. Copies of all such forms may be obtained through the Spring Lake Heights Teachers' Association.
5. 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.
6. The within grievance procedure shall not be used as an instrument to create new policy.

## **ARTICLE IV ASSOCIATION RIGHTS AND PRIVILEGES**

Representatives of the Spring Lake Heights Teachers' Association, the Monmouth County Education Association, the New Jersey Education Association, and the National Educational Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and are approved by the Superintendent.

The Board shall grant one day's absence with pay per year to the President of the Spring Lake Heights Teachers' Association as requested during his/her term in office for official business.

The Association and its members shall have the right to use the school building at all reasonable hours for meeting. The Superintendent shall be notified in advance of the time and place of the meeting. This privilege to use the building in accordance with the terms of these Paragraphs, shall not exist at the time members of the Association are on strike nor when same shall interfere with normal school operations.

The Spring Lake Heights Teachers' Association shall have the right to use the school mail boxes without approval of the Superintendent as it deems necessary, subject to the Laws of the State of New Jersey, and any Rules and Regulations promulgated thereunder.

The Superintendent shall advise the President of the Spring Lake Heights Teachers' Association of the next year's calendar prior to making recommendations for adoption to the Board of Education.

All staff hired after July 1, 1998, who live out of district and who wish to have their children attend the Spring Lake Heights School, must pay one half of the State certified tuition rate. The cost will remain \$0.00 for all staff hired before July 1, 1998. This is subject to the Board of Education's Admission Policy, #5118.

**ARTICLE V**  
**TEACHER EVALUATION AND DISCIPLINE**

- A. The Spring Lake Heights Board of Education shall adopt policies and procedures requiring the annual evaluation of all tenured teaching staff members by appropriately certified personnel in accordance with N.J.A.C. 6:3-4.3 et seq. (N.J.S.A. 18A:4-15; 18A:6-10; et seq.; 18A:7A-1 et seq.; 18A:29-14) and all non-tenured teaching staff in accordance with N.J.A.C. 6:3-4.1 et seq. (N.J.S.A. 18A:27-3.1 et seq.).
- B. Teachers shall not be disciplined, reprimanded, reduced in rank or compensation except in accordance with Title 18A of the New Jersey Statutes and Title 6 of the New Jersey Administrative Code.
- C. Any reference to any Statute or Code section herein shall be reflected to conform with any amendment, repeal or other action as to said Statute or Code.

**ARTICLE VI**  
**SICK LEAVE AND OTHER LEAVES OF ABSENCE**

**A. SICK LEAVE**

1. All employees who are covered under this Agreement shall be entitled to 12 sick days each school year pro-rated as of the first official day of employment.
2. Unused sick days shall be accumulated from year to year.
3. Employees shall be notified of the status of their accumulated sick leave at the end of each school year.
4. If an employee is absent for four (4) consecutive days, he/she shall be obligated to submit a certification upon returning to work from a licensed physician indicating the nature of the illness and the necessity of the absence prior to obtaining sick leave.

**B. PAYMENT OF UNUSED SICK LEAVE**

1. Any employee, as defined in Article I, who retires according to the provision of the TPAF or PERS in order to receive immediate benefits and not merely “deferred retirement”, shall be eligible for payment of unused sick leave days accumulated in the Spring Lake Heights School District.
2. Payment for unused sick leave shall be made as soon as possible after July 1st but no longer than September 1st. To receive payment for same, the retiree must notify the Secretary of the Board of Education on or before January 1st. In the event the Board Secretary is notified after January 1st payment will be made as soon as possible after July 1st but not later than September 1st of the following year.
3. Upon retirement, the retiring employee shall be compensated for his or her accumulated sick leave acquired during their tenure in the Spring Lake Heights School District at the rate of \$45.00 per day. Employees hired after September 1, 1993 will be compensated for sick leave acquired during their tenure in the Spring Lake Heights School District to a maximum of 225 days. The Board of Education reserves the right to annually increase this rate for employees eligible for TPAF or PERS without establishing a precedent.

## C. LEAVE OF ABSENCE WITH COMPENSATION

All employees shall be entitled to the following non-accumulative leave of absence with full pay each school year:

1. Personal Business - Three (3) days leave of absence for personal Reasons. Application to the Superintendent or other immediate superior for personal leave shall be made at least seven (7) days before taking such leave (except in the case of an emergency) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this section. This leave cannot be taken the day before or the day after a school holiday as defined by the school calendar or at the approval of the Superintendent.

At the completion of each school year, each employee shall be compensated for his or her unused personal days for that year at a rate of \$60.00 per day, or the days may be converted to unused sick days.

2. Professional Days - Up to three (3) days for the purpose of visiting other schools or attending meetings or conferences of an education nature if the Superintendent approves.
3. Association Conferences and Conventions - Two (2) days for one Representative of the Association to attend conferences and conventions of State and National affiliate organizations.
4. Legal Business - Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is subpoenaed to attend, these shall be granted by the Superintendent up to maximum of two (2) days. The legal subpoena must be attached with the request for absence when submitted for approval.

5. Death in Family
  - (a) Up to five (5) days at a time in the event of the death of a member of the employee's immediate family or an immediate family member of the employee's current spouse. The term immediate family shall include the following: wife, husband, father, mother, child, brother, sister, or a relative who, at the time of death, has been a member of the employee's household. This leave must commence within 10 school days of the occurrence of death. Exceptions may be made at the discretion of the Superintendent.
  - (b) Death other than the immediate family, one (1) day shall be granted.
6. Illness in Family - Up to two (2) days in case of serious illness in immediate family.
7. Other Leaves - Other leaves of absence with pay may be granted by the Board for good reasons.

Leaves taken pursuant to Section 5(a) above shall be in addition to any sick leave to which the employee is entitled.

#### D. LEAVES OF ABSENCE WITHOUT COMPENSATION

Where requests are made for a leave of absence without pay for reasons not contemplated within the paragraphs listed aforesaid, they may be granted at the discretion of the Board of Education on the following terms.

- (a) If the application for leave is an emergency, it shall be submitted at once through the Superintendent to the Board of Education in writing and the duration of the proposed leave of absence shall be contained in the written application. The Board shall not permit a non-paid leave between an authorized leave and a school holiday subject to extenuating circumstances;
- (b) If the leave of absence is granted by the Board of Education, it shall be on the condition that the person obtaining such leave shall notify the Board of Education at least 30 days before the expiration of the leave of absence of his/her intention to return or not. Failure to comply with this notice requirement shall be construed as an indication by the employee of his/her resignation and the Board shall consider his/her position open and may seek and employ a replacement;

- (c) Where leave is obtained on an annual basis not under emergency circumstances, the application of such leave shall be made prior to April 1st in writing as aforesaid;
- (d) An employee granted annual leave in accordance herewith must notify the Board in writing of his/her intention to return or resign prior to April 1st of the following year. Failure to comply with this section shall be construed by the Board as a resignation on the part of the employee and the Board shall be free to seek a replacement and fill the vacancy.
- (e) Beginning in the 1998 – 1999 school year, if the employee is on an unpaid leave for more than 5 months in same school year, they will not advance on salary guide.

#### E. MATERNITY

1. Pregnant employees are entitled to disability leave one month before the anticipated date of delivery and one month after the delivery within the school year for which they have already contracted. If an employee is disabled for a longer period of time than her accumulated sick leave bank, said employee will then qualify for extended disability leave (Federal Family Medical Leave Act). At the end of the disability leave, the employee may take up to twelve weeks family leave with benefits (New Jersey Family Leave Act). At the conclusion of such leave, employees will return to work or may apply for child care leave without pay for the remainder of the school year. Extension of child care leave for an additional full year may be considered by the Board of Education upon the proper application by the employee.
2. Disability leave due to pregnancy as set forth above may be taken without pay in the event the employee no longer has accumulated sick leave or as paid sick leave using one's accumulated leave.
3. Any employee taking pregnancy related disability leave and/or twelve week's family leave, subject to the above requirements, shall be reinstated upon return with no loss in seniority.

F. CHILD CARE LEAVE

Child care leave shall be available to men and women and shall be given strictly at the discretion of the Board of Education.

Child care leave applies to adoption as well.

G. SABBATICAL LEAVE

1. Sabbatical leave may be granted for study. Request for sabbatical leave must be received by the Superintendent in writing in such form which may be mutually agreed upon by the Association and the Superintendent no later than January 1 and action by the Board must be taken on all such requests no later than February 15 of the school year preceding the year for which the sabbatical leave is requested.
2. No request for sabbatical leave shall be entertained unless the teacher has completed at least seven (7) full years of service in the Spring Lake Heights School District. A Teacher on sabbatical leave shall be paid by the Board of Education at 50% of the salary which they would have received if they remained on active duty.
3. Upon return from sabbatical leave, a Teacher shall be placed on the salary schedule level which he/she remained actively employed in the system during the period of his/her absence and should be credited with all of the benefits for which he/she would have been entitled during the period of his/her leave and continuing thereafter upon his/her return. All leaves of absence must be for a minimum of 1/2 year.
4. Anyone granted a sabbatical leave remains eligible to receive tuition reimbursement pursuant to Article VII of this Agreement to the extent of \$1,000.00 per year.
5. In the event anyone granted sabbatical leave does not teach within the Spring Lake Heights School District of a period of two (2) years after the end of the granted leave, then said Teacher shall reimburse the Spring Lake Height School District any and all compensation received during said leave.

## **ARTICLE VII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

In our rapidly changing society, teachers must constantly review curricula content, teaching method 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 teachers' 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 teachers should fulfill the obligation for professional improvement in ways that best serve their own problems, functions, interest and needs.

The Board agrees to establish an account of \$20,000.00 each year (non-accumulative) from which teachers shall be reimbursed for approved graduate courses in their field and for professional development workshops approved by the C.S.A. Summer workshops conducted by the Board of Education must be planned before June 30 and must be funded by the previous years' balance of the tuition account.

The procedure for application, approval, and reimbursement for graduate courses will be as follows:

1. Application to the C.S.A. for graduate course reimbursement approval must be made 30 days prior to the published course registration deadline except under extenuating circumstances when announcement of a program does not permit such notification. A copy of the course registration deadline and course schedule must be submitted with application for reimbursement. Registration for courses shall be for current semester only.
2. An employee shall be reimbursed upon successful completion of course(s) (Grade of B or higher) and the tuition statement must be presented to the Chief School Administrator for the next scheduled Board Meeting. Payment for approved graduate courses shall take place by July 10th of the subsequent contract year in which the course(s) were completed.
3. Should more than 1 employee request reimbursement for graduate courses, said reimbursement will be distributed equally among those employees who have been approved, to the extent of the fund. Nothing herein shall restrict an employee(s) from receiving additional reimbursement if all other employees have been equally reimbursed and the fund has not been exhausted.

Reimbursement is restricted to an employee with permanent certificate and only upon re-employment in the District. Credits required for a certification in a particular field are not eligible for reimbursement. There will be no reimbursement for graduate courses taken outside the employees field.

Employees are encouraged to participate in professional improvement workshops each year, outside the normal hours of the contractual day. They are to be compensated at a rate of;

2003 - 2004 \$30.00/per hour

2004 - 2005 \$31.00/per hour

2005 - 2006 \$32.00/per hour

All workshops shall be approved by and at the recommendation of the Superintendent and at the discretion of the Board of Education. The Association agrees to promote or otherwise encourage professional development.

**ARTICLE VIII  
SUPPORT STAFF**

The terms and conditions of employees as defined in Article I(A)(3)-(7), shall be set forth below in addition to those others set forth in the above mentioned Article I;

**A. CUSTODIANS - 12 MONTH CONTRACT EMPLOYEES**

1. Overtime compensation shall be 1 and 1/2 times the Custodian's hourly Rate authorized in advance by the Superintendent.

1b. Compensation for emergency call – ins will be a minimum of two (2) hours of the Custodian's applicable hourly rate authorized by the Superintendent.

2. Only custodial employees employed on a 12-month basis are entitled to vacation leave. The vacation policy for custodial employees employed on a 12-month basis is as follows:

Less than 1 year	:1 day per month, up to 10 days
After 1 year to 10 years	:10 days
After 11 years to 19 years	:15 days
After 20 years	:20 days

Custodial employees may not use vacation time until the completion of six months of service in the district.

3. Each Custodian shall be entitled to the following holidays:

Columbus Day	New Year's Day
Labor Day	Martin Luther King Day
Veterans Day	Presidents Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving Day	Memorial Day
Christmas Day	Fourth of July

4. Each full time Custodian shall work a forty-hour week.

5. Each Custodian shall receive a \$300.00 per year allowance for uniforms paid on presentation of receipts.

6. In the event school is in session on any of the above listed holidays, the Custodian will receive another day off in place of the listed day. This day may be taken at the discretion of the Custodian, but is subject to the approval of the Superintendent. If one of the above days falls on a Saturday or Sunday, the Custodian shall receive the Monday immediately following the holiday.

**ARTICLE IX  
RELATED TEACHING DUTIES**

1. Teachers shall have one (1) preparation period per day. In general, preparation time shall be used for professional responsibilities, such as: preparation of classroom activities and instructional materials; preparation and/or grading of student assignments and tests; meeting with principals, supervisors, staff, students, or parents. A staff member may sign out of the building during a preparation period when necessary. Teachers agree to relinquish three (3) preparation periods per year for coverage purposes. After a teacher has relinquished three (3) preparation periods for coverage purposes they will be compensated at 50% of the agreed hourly rate per period. Teachers will submit payment vouchers (with proper supporting documentation). Payment for relinquished preparation periods shall take place by as soon as practicable.
2. With recommendation of the Superintendent and the Board of Education approval, teachers shall be compensated for extra duties performed outside the scope of the normal workday and not previously compensated under other provisions of the contract. Compensation will be paid at the hourly rate not to exceed the hours stipulated by the Superintendent. Compensation shall be made as follows;

2003 - 2004 \$30.00/per hour  
2004 - 2005 \$31.00/per hour  
2005 - 2006 \$32.00/per hour
3. Each school year, parent conferences will be conducted. They shall consist of three-day conferences which will take place during the normal work session and one evening session. Teachers will leave school at the end of the half-day session on the day of the evening conference. Conference periods will be two hours in duration.
4. Teachers work day shall begin 15 minutes before, and end 15 minutes after the start and finish of the student day. This will include a thirty-minute duty-free lunch for a total of six hours and 47 minutes per day.
5. Those activities for which faculty supervision is required shall be posted.
6. Teachers shall report to school 184 days each year, of which 180 days shall be student instructional days. If a student instructional day is canceled, the school calendar shall be adjusted to provide for 180 student instructional days. The teacher calendar year shall be structured so that teachers report to school on the day preceding the first student instructional day and report to school on the day following the last student instructional day. The day following the last student instructional day shall be no more than 3 hours in duration and be for the administrative purposes of completing the end of the year check out procedure. Two other days shall be scheduled for in-service training.

**ARTICLE X  
REPRESENTATION FEE**

**A. PURPOSE OF FEE**

If an employee does not become a member of the Association during any membership year (i.e., from September 1, to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

**B. AMOUNT OF FEE**

**1. Notification**

Prior to the beginning of each membership year, the Association will notify the Board, in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the laws of the State of New Jersey.

**2. Legal Maximum**

In order to adequately offset the per capital cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at a maximum of 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

## C. DEDUCTION AND TRANSMISSION OF FEE

### 1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, (in accordance with the hereinafter paragraph), the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

### 2. Payroll Deduction Schedules

The Board will deduct the representation fee in equal installments, as nearly as possible from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the Board; or
- (b) 30 days after the employee begins his or her employment in a bargaining unit position unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employees employment in a bargaining unit position, whichever is later.

### 3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitle under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

### 4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for the above set forth Paragraph and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 days period. The list will include names, job titles, and dates of employment for such employees.

D. INDEMNIFICATION AND SAVE HARMLESS PROVISION

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article provided that:

- (a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.
- (b) If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

2. Exception

It is expressly understood that the above said liability will not apply to any claim, demand, suit or other form of liability which may rise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

E. MEMBERSHIP

Membership in the Association is available to all employees recognized by this Agreement on an equal basis. The Association has established and maintains a demand and return system which complies with the requirements as forth in Article X of this contract.

**ARTICLE XI  
INSURANCE PROTECTION**

- A. The Board shall provide the following health benefit coverage (medical, Dental, and prescription) for all eligible employees.
1. All non tenured employees shall receive single benefits only with the option to purchase additional benefits for spouse coverage or family coverage.
  2. All single tenured employees shall receive single benefits only.
  3. All married tenured employees shall receive husband and wife benefits only.
  4. All tenured employees with eligible children shall receive family benefits.

In regards to section 1-4 the following deductibles shall apply.

1. The health insurance premium deductible shall be:  
\$250.00 for individual coverage and  
\$500.00 for family coverage
2. The co-payment for the employee prescription plan shall be  
\$10.00 for generic-retail and mail  
\$15.00 for name brand/retail or mail
3. All first dollar benefits are subject to the deductible
5. All employees hired prior to July 1, 2001 shall be entitled to 50% of the difference in hospitalization costs between the Traditional Plan and the PPO Plan should the employee opt to enroll in the PPO Plan in place of the Traditional Plan. The employee must notify the District Board Secretary, in writing, by September 1st of the contract year if they are electing this option.

Employees may transfer back into the Traditional Plan after the year in the PPO Plan.

6. All employees hired on or after July 1, 2001 shall be enrolled in the PPO Benefit plan provided by the Board with the option to enroll in the Traditional Benefit Plan at the employee's expense. Should the employee covered in this section choose to participate in the "Section 125 Plan" he or she will be compensated at the rate of the cost of the Traditional Benefit Plan for which they would be eligible for. Items a.1 - a.4 covered in this section also apply to this item.

**B. SECTION 125 PLAN**

1. Pursuant to and in accordance with Federal Tax Ruling 213 of the Internal Revenue Code, Regulation 1.105 and N.J.S.A. 54A:6-24, the Spring Lake Heights Board of Education agrees to herein implement a "Section 125 Plan" benefit protection subject to legal implementation and without any additional cost to the Board. Said plan will be an addendum to the collective bargaining agreement between the parties. The employee may under this plan, elect a cash option to the district health benefits provided the employee certifies in writing to the Board that the employee is receiving substantially similar benefits from another source.
2. Employees may elect a cash payment of their respective eligible total health care premium cost (medical, dental, prescription) in lieu of health benefits as follows:

	<u>03/04</u>	<u>04/05</u>	<u>05/06</u>
Waiver of employee coverage	\$2,770	\$2,994	\$3,168
Waiver of husband/wife coverage	\$6,050	\$6,500	\$7,000
Waiver of family coverage	\$6,800	\$7,350	\$7,900

The employee must notify the District Board Secretary, in writing, by September 1st of the contract year if they are electing this option. Payment shall take place by July 10th of the subsequent contract year. All payments authorized pursuant to this subparagraph shall be subject to ordinary and regular deductions.

**C. CHANGES IN INSURANCE COVERAGE**

Any changes to the stated coverage shall be negotiated and agreed upon by both Parties. In the event the Board determines that the expense for the existing coverage becomes too excessive, then the Board reserves the right to select the appropriate insurance carrier with no reduction in benefits to the staff.

**ARTICLE XII**  
**SALARIES**

- A. The salaries of all employees covered by this Agreement are set forth in Schedules A, B and C, as applicable, which are attached hereto and made a part hereof.
  
- B.
  - 1. Employees may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the employees on the final payday in June.
  
  - 2. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
  
  - 3. All ten (10) month employees shall receive their final checks on the last working day in June provided all records and reports are properly completed and submitted to the Superintendent.
  
  - 4. It is understood and agreed that the salary guides apply to all employees covered in this Agreement and the levels on the teachers guides are determined in accordance with the policies adopted by the Board of Education heretofore. Teachers are entitled to a position on the guide on a basis of service in the Spring Lake Heights School District, plus whatever experience and military service advantages are allowed them by the Board of Education on an individual basis. The terms B.A. and M.A. denote the degrees in Arts or Sciences if the degree makes the teacher eligible for certification in accordance with regulations of the State Department of Education. These guides are adopted and are binding upon the Board of Education and the Teacher's Association until June 30, 2006.
  
- C. Employees shall be paid for home instruction for time spent at the site of instruction at the following rates per year;
  - 2003 - 2004 \$30.00/per hour
  - 2004 - 2005 \$31.00/per hour
  - 2005 - 2006 \$32.00/per hour

**ARTICLE XIII**  
**MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute a Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- B. If any provision of the Agreement or any application of this Agreement to any Employee or group of employees is held to be contrary to law, then such provision of 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.
- C. Any individual contract heretofore or hereafter executed between the Board of Education and an individual employee shall be subject to the consistent with the terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The contract format shall be agreed upon by the negotiators for both parties with final approval obtained from the Spring Lake Heights Teachers' Association and the full Board of Education. The cost of printing said Agreement shall be divided equally between the Board and the Association.

**ARTICLE XIV  
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2006. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, The Spring Lake Heights Teachers' Association has caused this Agreement to be signed by its President and attested by its Secretary and the Board of Education has caused this Agreement to be signed by its President and attested by its Secretary this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

BOARD OF EDUCATION  
OF THE  
BOROUGH OF SPRINGLAKE HEIGHTS  
IN THE  
COUNTY OF MONMOUTH

ATTEST:

\_\_\_\_\_  
Sean K. Gately,  
Board Secretary

\_\_\_\_\_  
Gerald R. Preston,  
Board President

SPRING LAKE HEIGHTS  
TEACHERS' ASSOCIATION

\_\_\_\_\_  
Helen Russo-Alesi,  
Vice-President

\_\_\_\_\_  
Donna Ruane,  
President

*Schedule A: Teachers' Salary Guides 2003-2006*

<b>Step#</b>	<b>03-04</b>	<b>04-05</b>	<b>05-06</b>
<b>1</b>	<b>\$36,250</b>	<b>\$37,500</b>	<b>\$40,300</b>
<b>2</b>	<b>\$36,525</b>	<b>\$38,000</b>	<b>\$40,800</b>
<b>3</b>	<b>\$37,100</b>	<b>\$38,505</b>	<b>\$41,300</b>
<b>4</b>	<b>\$37,600</b>	<b>\$39,255</b>	<b>\$41,800</b>
<b>5</b>	<b>\$38,600</b>	<b>\$39,830</b>	<b>\$42,402</b>
<b>6</b>	<b>\$39,600</b>	<b>\$41,503</b>	<b>\$43,000</b>
<b>7</b>	<b>\$40,600</b>	<b>\$43,000</b>	<b>\$43,600</b>
<b>8</b>	<b>\$41,750</b>	<b>\$43,500</b>	<b>\$44,505</b>
<b>9</b>	<b>\$43,500</b>	<b>\$44,000</b>	<b>\$45,700</b>
<b>10</b>	<b>\$46,500</b>	<b>\$46,500</b>	<b>\$47,100</b>
<b>11</b>	<b>\$49,100</b>	<b>\$49,100</b>	<b>\$49,100</b>
<b>12</b>	<b>\$52,208</b>	<b>\$52,208</b>	<b>\$52,208</b>
<b>13</b>	<b>\$55,500</b>	<b>\$55,500</b>	<b>\$55,500</b>
<b>14</b>	<b>\$59,000</b>	<b>\$59,000</b>	<b>\$59,500</b>
<b>15</b>	<b>\$62,925</b>	<b>\$62,900</b>	<b>\$63,500</b>
<b>16</b>	<b>\$67,000</b>	<b>\$67,455</b>	<b>\$68,624</b>

*Advanced Education Compensation 2003-2006*

	<b>03-04</b>	<b>04-05</b>	<b>05-06</b>
<b>M.A.</b>	<b>\$2,500</b>	<b>\$2,500</b>	<b>\$2,500</b>
<b>M.A. + 15</b>	<b>\$2,750</b>	<b>\$2,750</b>	<b>\$2,750</b>
<b>M.A. + 30</b>	<b>\$3,300</b>	<b>\$3,300</b>	<b>\$3,300</b>
<b>Ph.D.</b>	<b>\$3,500</b>	<b>\$3,500</b>	<b>\$3,500</b>

*Longevity Compensation 2003-2006\**

	<b>03-04</b>	<b>04-05</b>	<b>05-06</b>
<i>6 - 11 years</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<i>12 - 16 years</i>	<i>\$250</i>	<i>\$0</i>	<i>\$0</i>
<i>17 - 21 years</i>	<i>\$500</i>	<i>\$250</i>	<i>\$0</i>
<i>22 - 26 years</i>	<i>\$750</i>	<i>\$500</i>	<i>\$250</i>
<i>27 + years</i>	<i>\$1,000</i>	<i>\$750</i>	<i>\$500</i>

***\*Longevity Payments\****

**Teachers shall be entitled to longevity payments after completing five continuous years of active full time service in the Spring Lake Heights School District.**

*Schedule B: Day Custodial Salary Guides 2003-2006*

<b>Step#</b>	<b>03-04</b>	<b>04-05</b>	<b>05-06</b>
<b>1</b>	<b>\$32,500</b>	<b>\$33,750</b>	<b>\$35,250</b>
<b>2</b>	<b>\$33,000</b>	<b>\$34,000</b>	<b>\$35,500</b>
<b>3</b>	<b>\$33,500</b>	<b>\$34,250</b>	<b>\$36,000</b>
<b>4</b>	<b>\$34,000</b>	<b>\$34,500</b>	<b>\$36,500</b>
<b>5</b>	<b>\$34,500</b>	<b>\$35,250</b>	<b>\$37,000</b>
<b>6</b>	<b>\$35,000</b>	<b>\$36,050</b>	<b>\$37,500</b>
<b>7</b>	<b>\$35,500</b>	<b>\$36,800</b>	<b>\$38,000</b>
<b>8</b>	<b>\$37,500</b>	<b>\$37,500</b>	<b>\$38,500</b>
<b>9</b>	<b>\$39,000</b>	<b>\$39,000</b>	<b>\$39,000</b>
<b>10</b>	<b>\$42,500</b>	<b>\$42,500</b>	<b>\$42,500</b>
<b>11</b>	<b>\$46,000</b>	<b>\$46,000</b>	<b>\$45,500</b>
<b>12</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$49,000</b>

*Night Custodial Salary Guides 2003-2006*

<b>Step#</b>	<b>03-04</b>	<b>04-05</b>	<b>05-06</b>
<b>1</b>	<b>\$25,400</b>	<b>\$26,000</b>	<b>\$27,300</b>
<b>2</b>	<b>\$25,500</b>	<b>\$26,200</b>	<b>\$27,500</b>
<b>3</b>	<b>\$25,578</b>	<b>\$26,400</b>	<b>\$27,700</b>
<b>4</b>	<b>\$26,000</b>	<b>\$26,562</b>	<b>\$27,900</b>
<b>5</b>	<b>\$27,000</b>	<b>\$27,250</b>	<b>\$28,244</b>
<b>6</b>	<b>\$28,000</b>	<b>\$28,200</b>	<b>\$28,650</b>
<b>7</b>	<b>\$30,500</b>	<b>\$29,250</b>	<b>\$29,400</b>
<b>8</b>	<b>\$32,000</b>	<b>\$32,000</b>	<b>\$32,000</b>
<b>9</b>	<b>\$34,000</b>	<b>\$34,000</b>	<b>\$34,500</b>
<b>10</b>	<b>\$37,000</b>	<b>\$37,000</b>	<b>\$37,000</b>
<b>11</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$40,000</b>
<b>12</b>	<b>\$43,000</b>	<b>\$43,000</b>	<b>\$44,000</b>

*Longevity Compensation 2003-2006*

	<b>03-04</b>	<b>04-05</b>	<b>05-06</b>
<i>6 – 11 years</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
<i>12 - 16 years</i>	<i>\$250</i>	<i>\$0</i>	<i>\$0</i>
<i>17 – 21 years</i>	<i>\$500</i>	<i>\$250</i>	<i>\$0</i>
<i>22 - 26 years</i>	<i>\$750</i>	<i>\$500</i>	<i>\$250</i>
<i>27 + years</i>	<i>\$1,000</i>	<i>\$750</i>	<i>\$500</i>

*\*Longevity Payments\**

**Custodians shall be entitled to longevity payments after completing five continuous years of active full time service in the Spring Lake Heights School District.**

*Schedule C: Co-Curricular Compensation 2003-2006*

<b>Title</b>	<b>03-04</b>	<b>04-05</b>	<b>05-06</b>
<b>Boys Soccer</b>	<b>\$2,680</b>	<b>\$2,807</b>	<b>\$2,940</b>
<b>Girls Soccer</b>	<b>\$2,680</b>	<b>\$2,807</b>	<b>\$2,940</b>
<b>Boys Basketball</b>	<b>\$2,680</b>	<b>\$2,807</b>	<b>\$2,940</b>
<b>Girls Basketball</b>	<b>\$2,680</b>	<b>\$2,807</b>	<b>\$2,940</b>
<b>Boys Baseball</b>	<b>\$2,680</b>	<b>\$2,807</b>	<b>\$2,940</b>
<b>Girls Softball</b>	<b>\$2,680</b>	<b>\$2,807</b>	<b>\$2,940</b>
<b>Tennis</b>	<b>\$2,680</b>	<b>\$2,807</b>	<b>\$2,940</b>
<b>Cheerleading</b>	<b>\$2,680</b>	<b>\$2,807</b>	<b>\$2,940</b>
<b>Intramurals</b>	<b>\$2,259</b>	<b>\$2,366</b>	<b>\$2,478</b>
<b>Band/Chorus</b>	<b>\$3,240</b>	<b>\$3,394</b>	<b>\$3,555</b>
<b>Yearbook</b>	<b>\$1,132</b>	<b>\$1,186</b>	<b>\$1,242</b>
<b>Washington D.C. Chaperone</b>	<b>\$421</b>	<b>\$441</b>	<b>\$462</b>
<b>Dance Chaperone</b>	<b>\$63/dance</b>	<b>\$66/dance</b>	<b>\$69/dance</b>
<b>Science Club</b>	<b>\$623</b>	<b>\$653</b>	<b>\$684</b>
<b>Student Council</b>	<b>\$623</b>	<b>\$653</b>	<b>\$684</b>
<b>Drama Club</b>	<b>\$623</b>	<b>\$653</b>	<b>\$684</b>
<b>Art Club</b>	<b>\$623</b>	<b>\$653</b>	<b>\$684</b>
<b>Computer Club</b>	<b>\$623</b>	<b>\$653</b>	<b>\$684</b>
<b>C.O.L.T.</b>	<b>\$623</b>	<b>\$653</b>	<b>\$684</b>
<b>Math Club</b>	<b>\$623</b>	<b>\$653</b>	<b>\$684</b>
<b>Odyssey of the Mind</b>	<b>\$1,355</b>	<b>\$1,419</b>	<b>\$1,486</b>
<b>Odyssey of the Mind: Regional</b>	<b>\$432</b>	<b>\$453</b>	<b>\$475</b>
<b>Odyssey of the Mind: National</b>	<b>\$432</b>	<b>\$453</b>	<b>\$475</b>