

#2553

AGREEMENT

BETWEEN

SEA ISLE CITY EDUCATION ASSOCIATION

AND

THE

SEA ISLE CITY BOARD OF EDUCATION

Effective July 1, 1996 through June 30, 1999

## TABLE OF CONTENTS

	Page
PREAMBLE.....	1
ARTICLE I - RECOGNITION.....	2
ARTICLE II - NEGOTIATION OF A SUCCESSOR AGREEMENT.....	3
ARTICLE III - GRIEVANCE PROCEDURE.....	4
ARTICLE IV - EMPLOYEE RIGHTS.....	8
ARTICLE V- BOARD RIGHTS AND RESPONSIBILITIES.....	10
ARTICLE VI - ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES.....	12
ARTICLE VII - TEACHER EVALUATION.....	13
ARTICLE VIII - PERSONNEL FILES.....	15
ARTICLE IX - EMPLOYEE WORKLOAD.....	16
ARTICLE X - WORK SCHEDULE.....	18
ARTICLE XI - EMPLOYMENT PROCEDURES.....	22
ARTICLE XII - SALARIES.....	23
ARTICLE XIII- SICK LEAVE.....	24
ARTICLE XIV - PERSONAL DAYS.....	26
ARTICLE XV - BEREAVEMENT LEAVE.....	27
ARTICLE XVI - TEMPORARY LEAVES OF ABSENCE.....	28
ARTICLE XVII - SUPPORTIVE STAFF, SENIORITY AND JOB SECURITY.....	29
ARTICLE XVIII - EXTENDED LEAVES OF ABSENCE.....	31
ARTICLE XIX - FAIR DISMISSAL PROCEDURES.....	34

ARTICLE XX - SABBATICAL LEAVES.....	35
ARTICLE XXI - INSURANCE PROTECTION.....	37
ARTICLE XXII - REPRESENTATION FEE.....	38
ARTICLE XXIII - SEPARABILITY AND SAVINGS.....	41
ARTICLE XXIV - COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT.....	42
ARTICLE XXV - COPIES OF AGREEMENT.....	43
ARTICLE XXVI - EDUCATION INCENTIVE.....	44
ARTICLE XXVII - CLOTHING ALLOWANCE.....	45
ARTICLE XXVIII - FULLY-BARGAINED AGREEMENT.....	46
ARTICLE XXIX - JURY DUTY.....	47
ARTICLE-XXX - DURATION.....	48
SCHEDULE A.....	49
SCHEDULE B.....	51
SCHEDULE C.....	52

PREAMBLE

This Agreement is entered into this first day of July, 1996, by and between the SEA ISLE CITY BOARD OF EDUCATION, hereinafter called the "Board", and SEA ISLE CITY EDUCATION ASSOCIATION, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Board and the Association.

## ARTICLE I

### RECOGNITION

A. The Sea Isle City Board of Education hereby recognizes the Sea Isle City Education Association as the exclusive and sole representative for collective negotiations concerning grievances and conditions of employment for all certified and non-certified personnel, either part time or full time, whether under contract, on leave, or presently employed, including; teachers, cafeteria cook/manager, cafeteria aides, bus driver/custodians, custodian, but excluding; Chief School Administrator, Board Secretary, School Secretary and substitutes. A part time employee shall be defined as one who works four (4) hours per day or the equivalent of twenty (20) hours per week not including lunch.

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

## ARTICLE II

### NEGOTIATION OF A SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968, as amended by Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin no later than the date established by PERC. Any agreement so negotiated shall be reduced to writing, and be submitted for ratification by the Association and approval of the Board of Education. If ratified and approved, it shall be signed by the parties in interest.

B. 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. 1. A "grievance" is a claim by an employee or the Association based upon the misinterpretation, misapplication or violation of this Agreement.

2. An aggrieved person is the person or persons or the Association making the claim.

B. The purpose of this procedure is to secure, at the lowest possible level, solutions equitable to the problems which may from time to time arise affecting employees within the scope of this Agreement or within the scope of Chapter 123, Public Laws 1974. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. 1. A grievance to be considered under this procedure must be initiated by the employee within 12 school days from the time of the occurrence complained of. Failure to act within the said twelve (12) school day period shall be deemed to constitute an abandonment of the grievance.

2. In the presentation of a grievance, the aggrieved person shall have the right to present his own appeal or to designate any representative and/or the Association to appear at any step in his appeal.

Level One: An aggrieved person shall first discuss his grievance with the Chief School Administrator.

Level Two: 1. If the subject is not resolved to the aggrieved person's satisfaction through his discussion, he will then submit within three (3) school days, in writing to the Chief School Administrator his grievance. A decision shall be rendered by the Chief School Administrator in writing within six (6) days after receipt of the written grievance.

2. If the grievance is not resolved to the aggrieved person's satisfaction within five (5) school days, the aggrieved person shall submit his grievance to the Board of Education in writing specifying:

- a. The nature of the grievance
- b. The results of the previous discussions
- c. The basis of his dissatisfaction with the determination
- d. The remedy sought

3. A copy of the writing called for in paragraph 2 shall be furnished to the Chief School Administrator.

Level Three: 1. Within ten (10) school days from the receipt of the written grievance (unless a different time period is mutually agreed upon), the Board shall hold a closed hearing at which all parties concerned shall have the right to be heard.

2. Within ten (10) school days from said hearing (unless a different time period is mutually agreed upon), the Board shall, in writing, advise the aggrieved person and/or his representative, if there is one, of their determination and shall forward a copy of said determination to the Chief School Administrator.

Level Four: 1. If the employee is dissatisfied with the decision of the Board of Education and only if the grievance pertains to violations of this Agreement between the Board and the Association, the employee may file for Arbitration within fifteen (15) school days after receipt in writing of the Board's decision.

2. An arbitrator shall be assigned by PERC pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Public Laws of 1974.

D. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties, or the policies of the Board of Education. The arbitrator shall have only the power to interpret what the parties to the Agreement intended by the specific clause in this Agreement which is at issue. His recommendation on such interpretation of the Agreement shall be binding.

E. The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

F. 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 representative.

G. It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all legal and required assignments and rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

H. 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 the aggrieved person, 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.

ARTICLE IV  
EMPLOYEE RIGHTS

A. 1. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliation for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reasons of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

2. The Board and the Association agree that there shall be no discrimination because of race, creed, religion, age, sex, national origin or political affiliation.

3. The Board and the Association agree that all employees covered under this Agreement have the right freely and without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Board or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

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B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws or regulations.

C. No employee shall be reprimanded or reduced in salary or contractual benefits without just cause.

D. Whenever any employee is required to appear before the Chief School Administrator, the Board, or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or salary or any increments pertaining thereto, then he shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative present to advise and represent him during such meeting or interview.

E. The Association recognizes the rights of the Board and the Chief School Administrator with respect to evaluation procedures and final assessment of students. In so much as the certified professional staff are held accountable for "student progress" through evaluation criteria in annual summary conferences, then the Board shall recognize the right of the certified professional staff members to construct a disclaimer when disputes arise over the evaluation of students, and the Board or the Chief School Administrator's assessment of students prevails over the professional staff member's assessment.

F. Any questions or criticism by a supervisor, Administrator or Board member of any employee and his instructional methods and/or the employee's work performance shall be made in confidence and not in the presence of students, parents or at other public gatherings. The Association agrees that its members and officers will accord similar treatment to Board members, administrators and supervisors concerning their educational function.

## ARTICLE V

### BOARD RIGHTS AND RESPONSIBILITIES

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but not limiting, the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the District and its properties and facilities.
2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of the employees needed for any particular time.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the District after advance notice thereof to the employees is recognized.
4. To hire all employees, to promote, transfer, assign or retain employees in positions with the District.
5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to the law.
6. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.

B. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

## ARTICLE VI

### ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

A. The Board agrees to furnish the Association in response to reasonable written requests from time to time, all information pertaining to negotiations and grievance proceedings.

B. The rights and privileges of the Association and its representative as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

C. The Association shall be granted the privilege to use the following school equipment: classroom computers, word processors, copiers, telephone, electric typewriter and school mailboxes. Use of a modem must have CSA approval. The Association shall pay for the cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

D. 1. The Association shall be responsible for interpreting the provisions of this Agreement to its members.

2. Nothing contained in this Agreement shall be construed to limit or restrict the Board or the Association in their rights to seek and obtain such judicial relief as they may be entitled to have in law or in equity for injunction or damage or both, in the event of a breach of contract by the Association, its members or the Board.

E. Whenever any representatives of the Board and the Association mutually agree to schedule negotiations or grievance proceedings during working hours, such representatives of the Association shall suffer no loss in pay.

F. Payment to all professional/certified employees, part time and full time, engaged in any instructional activity with students shall be based on the salary guide.

G. The Board agrees to maintain a telephone in the faculty lounge to be used for school purposes.

**ARTICLE VII**  
**TEACHER EVALUATION**

A. Teachers with tenure shall be evaluated at the discretion of the Chief School Administrator or upon request of the teacher. Such requested evaluation shall not exceed three a year.

B. Non-tenured teachers shall be evaluated formally at the discretion of the Chief School Administrator as required by law and any other times he deems necessary and to be followed in each instance by a written evaluation report and by a conference between the teacher and the Chief School Administrator for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. These evaluations shall begin at the discretion of the Chief School Administrator, be spaced as evenly as possible during the course of the year, with a minimum of three evaluations, to be completed no later than April 15th.

C. 1. All monitoring or observation of the work performance of a teacher shall be conducted in class, with full knowledge of the teacher.

2. In-classroom observations shall consist of at least twenty (20) minutes.

3. A teacher shall receive a written evaluation form no later than four (4) school days after the observation.

4. A conference concerning the evaluation shall occur no later than eight (8) school days after receipt of the evaluation.

D. 1. An informal evaluation or desk memo is an observation which has been reduced to writing, comprises less than a full class period or other full block of instruction, is not formally scheduled and consists of observations of routine day to day activities related to teaching.

2. Reports of informal evaluations or desk memos shall be signed by the teacher to acknowledge receipt and the teacher may request a conference concerning such evaluations and may respond to them.

## ARTICLE VIII

### PERSONNEL FILES

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records, shall be maintained by the Board, and may be used for evaluation purposes by the Administration or Board only.

B. Upon request and at reasonable times, any employee may review his personnel file. However, this appointment for review must be made through the Chief School Administrator.

C. Whenever a written complaint concerning an employee or his actions is to be placed in this personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.

D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action. References to complaints found to be groundless, grievances upheld, discipline actions overturned, etc. shall be removed from the employee's personnel file.

E. Maintenance of the personnel files will be in accordance with the Archives Laws of the State of New Jersey.

F. The Board shall not establish any separate personnel file which is not available for employee inspection.

**ARTICLE IX**  
**EMPLOYEE WORK LOAD**

A. 1. a. Ten (10) month personnel: The in-school work year for teachers employed on a ten month basis shall not exceed 185 days.

b. Definition of in-school year: The in-school work year shall include days when pupils are in attendance and any other days on which teacher attendance is required.

2. Teachers shall have a daily duty-free lunch period of the same duration as the students' lunch period.

3. Teachers shall work a seven hour day including lunch period. However, teachers shall be assigned bus supervision on a rotating, equitable basis.

Teachers may leave the building with the permission of the Chief School Administrator during their scheduled lunch period.

4. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. In keeping with this intent, teachers shall be required to perform the following duties:

Bus supervision

Cafeteria/playground supervision as per job description

6. One (1) day each month teachers may be required to attend, after the regular work day without additional compensation, professional meetings outside the school district. Such meetings shall not run later than 75 minutes after student dismissal time. If additional time is needed, compensatory time shall be arranged for the teacher. A mileage allowance shall be given at the rate allowable by the Internal Revenue Service.

7. a. The Board and the Association agree to the extra-curricular activities listed in Schedule B.

b. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in school day shall, upon approval of the Chief School Administrator, be compensated to the rates of pay in Schedule B.

c. Extra-curricular activity payment shall be separate from the regular payroll checks and teachers performing these duties shall be paid 1/2 of the stipend the first pay in January and the second 1/2 of the stipend the first pay in June. Extra-curricular activity paychecks for athletics shall be paid on the first pay following the end of said season.

8. Teachers in grades K-8 and instructional staff shall have a minimum of 200 minutes of preparation time per week. Part time teachers shall have 40 minutes of preparation time for each day in the district.

B. 1. a. The bus driver custodian shall work on a twelve (12) month contract from July 1, 1996 to June 30, 1999.

b. The custodian shall work on a twelve month contract from July 1, 1996 to June 30, 1999.

2. a. The cafeteria cook manager shall work on a ten (10) month contract from September 1, 1996 to June 30, 1999.

b. The assistant cook shall work on these days when school is in session.

**ARTICLE X**  
**WORK SCHEDULE**

A. 1. Day Bus Driver/Custodian work shift shall consist of eight (8) hours, inclusive of a thirty (30) minute lunch and the employee must remain on the premises except for school district business.

2. Custodian night work shift shall consist of eight (8) hours of work inclusive of a thirty (30) minute dinner break.

B. 1. The Cafeteria Cook/Manager work shift shall consist of six and one half (6 1/2) hours inclusive of a thirty (30) minute lunch.

2. The Cafeteria Cook Assistant work shift shall consist of a minimum four and one half (4 1/2) hours inclusive of a thirty (30) minute lunch.

C. 1. Any supportive employee called to return to work outside his/her regularly scheduled shift shall be paid for a minimum of one (1) hour's work and call back hours worked shall be continuous. Any part of one hour shall be considered as one hour.

2. Call time shall be paid at the rate of two (2) times the employee's regular hourly rate and defined as any time an employee is called back to work after finishing his/her regular tour of employment and has left said place of employment after that tour.

3. Overtime shall be paid at the rate of one and one half (1 1/2) times the employee's regular hourly rate and defined as any time worked in excess of 40 hours in any work week other than call time. The following shall count as regular days.

- a. holidays
- b. paid sick days
- c. paid personal days
- d. paid vacation days (12 month employees only)
- e. other approved paid leaves

4. Summertime rates shall be paid to an employee requested to work by the Chief School Administrator at the regular hourly rates paid during the preceding ten and twelve month contracts with the same provisions for overtime.

D. 1. Vacation eligibility shall be determined as of July 1st of each year.

2. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the Chief School Administrator. Such approval shall not be arbitrarily withheld.

3. Vacation time may be accumulated over a maximum period of two (2) years.

4. Twelve month employees shall be eligible for vacations on the following basis:

- a. First year personnel - one half working day for each full month of service up to the maximum of five (5) working days.
- b. Over one year but less than five years of service - ten (10) working days.
- c. Five years of service but less than ten years: fifteen (15) working days.

d. Ten years of service but less than fifteen years: twenty (20) working days.

e. Fifteen years of service or more: twenty-five (25) working days.

E. 1. Schedule paid holidays for members of the unit are:

Independence Day (12 month employees only)

Labor Day (12 month employees only)

Thanksgiving Day

Day after Thanksgiving

Christmas Day

New Years Day

Good Friday

Easter Monday

Memorial Day

Presidents Day

Veterans Day

Columbus Day

Martin Luther King Day

2. These shall be paid holidays only if school is not in session and to employees working five and one half (5 1/2) hours or more per day.

F. 1. Upon retirement or termination of employment in good standing from Sea Isle City School District, an employee with ten (10) years of service may cash out two (2) years of accumulated unused vacation days. Notification to cash out vacation time must be given to the Board on or before January 1st of the prior year.

2. Payment is calculated by taking the twelve month employee's present salary at retirement and dividing it by 240, thus finding the per diem rate. Said payment shall be 100% of the per diem rate times the total number of accumulated vacation days.

EMPLOYMENT PROCEDURES

of this Agreement shall initially be given credit on the salary schedule for the previous outside teaching- in a duly accredited school in an amount which is entirely subject to negotiation between the Board and the individual teacher. In compliance with state statute, military service credit shall be given. This provision shall be called to the attention of any new teacher being hired in the Sea Isle City system prior to final agreement on salary.

B. Upon a written request by the Association to the Chief School Administrator, said Chief School Administrator shall report to the Association in writing certificates and degrees held in major and minor fields of study and prior years of experience of each new teacher.

C. Employees shall be notified of their contract and salary status for the ensuing year no later than April 30, and the employee shall notify the Board of their intentions in regard to employment for the ensuing year no later than June 1st.

ARTICLE XII

SALARIES

A. 1. Each employee on a ten (10) month basis shall be paid in twenty (20) equal, semi-monthly installments.

2. Summer Pay Plan - Each employee may elect to have 5% - 10% of his monthly salary deducted from his pay. These funds shall be deposited into a statement savings account in the employee's name.

3. Exceptions - When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

B 1. Salaries for teachers shall be as listed in Schedule A.

2. Stipend positions and compensation for said positions shall be as listed in Schedule B. It is clearly understood that the Board, in its sole discretion, shall decide whether to fill, continue, discontinue or abolish any of said positions at any time during the term of this Agreement.

3. Salaries for support staff shall be as listed in Schedule C.

C. In addition to salaries provided in B above, employees shall receive longevity payment. Such payments shall commence at the beginning of the employee's eighteenth year of employment in the Sea Isle City Public School and shall be payable in twenty equal installments as per practice following the schedule below:

Years of Service	1996-97	1997-98	1998-99
18 - 20 Years	\$1,000	\$1,000	\$1,000
21 - 23 Years	\$1,800	\$1,800	\$1,800
24 - 26 Years	\$2,600	\$2,600	\$2,600
27 + Years	\$3,400	\$3,400	\$3,500

ARTICLE XIII  
SICK LEAVE

A. All ten (10) month employees employed shall be entitled to eleven (11) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit of total accrual. Annually, unused sick leave days available for accrual shall be limited to ten (10). The first sick day taken shall be the non-accumulative sick day.

B. All twelve (12) month employees shall be entitled to thirteen (13) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit of total accrual. Annual unused sick leave days available for accrual shall be limited to twelve (12), the first sick leave day taken shall be the non-accumulative sick day.

C. 1. Upon retirement from the Sea Isle City School District, a ten (10) month employee who is 55 years old or has been employed for at least twenty (20) years in the Sea Isle City School District and has accumulated at least fifty (50) sick days leave in the district, shall receive a payment for such accumulated unused sick leave days in accordance with school records beginning in 1973.

2. Payment is calculated by taking the ten (10) month employee's present salary at retirement and dividing it by 200, thus finding the per diem rate. Said payment shall be one hundred percent (100%) of the per diem rate times the total number of accumulated sick leave days, maximum being \$15,000.00.

3. Upon retirement from the Sea Isle City School District, a twelve (12) month employee who is 55 years old or has been employed at least twenty (20) years in the Sea Isle City School District and has accumulated at least sixty (60) sick leave days

in the district, shall receive a payment for such accumulated unused sick leave days in accordance with the school records beginning in 1973.

4. Payment is calculated by taking the twelve month employee's present salary at retirement and dividing it by 240, thus finding the per diem rate. Said payment shall be one hundred percent (100%) of the per diem rate times the total number of accumulated sick leave days, maximum being \$15,000.00.

5. Employees shall notify the Board prior to December 1 of the school year in which retirement is anticipated. The employee shall have the option of electing to take the payment between July 1 and July 31 of the retirement year or January 31 of the following calendar year.

6. The estate of an employee of the Board who dies and would otherwise have been eligible for this benefit shall be entitled to this benefit.

D. After the conclusion of each school year and not later than July 31st, the Board will provide the following bonuses to full time unit members to encourage improved staff attendance:

<u>Total Number of Sick Days Used During the Prior School Year</u>	<u>Compensation</u>
No Days Used	\$200.00
One Day Used	\$175.00
Two Days Used	\$150.00
Three Days Used	\$100.00

E. Employees shall be notified in writing of accumulated sick leave days no later than September 30 each year.

F. Any employee who shall be absent from work for three (3) or more consecutive working days due to illness may be required to submit acceptable medical evidence substantiating the illness, except that shorter absence could result in a request for verification if the Administrator detects a negative pattern of attendance.

ARTICLE XIV  
PERSONAL DAYS

A. Ten (10) month employees shall be entitled to up to a maximum of three (3) days leave of absence without loss of pay for personal, legal business, household or family matters which requires absence during school hours. Application for personal leave shall be made at least two (2) days before taking 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 he is taking such leave under this section; however, no such leave will be taken immediately one day before or after a holiday. Twelve (12) month employees shall be entitled to four (4) personal days without loss of pay under this article.

B. Part-time employees shall be entitled to personal days on a pro-rata basis.

**ARTICLE XV**  
**BEREAVEMENT LEAVE**

A. In the event of death of the employee's parents, spouse, child, brother, sister, father-in-law, mother-in-law, the employee shall be granted time off without loss of pay commencing between the day of death and the day of the funeral, but in no event to exceed five (5) consecutive work days.

B. In the event of death of the employee's grandparents, grandchild, brother-in-law, sister-in-law, aunt or uncle, the employee shall be granted time off without loss of pay commencing between the day of death and the day of the funeral, but in no event to exceed two (2) consecutive work days.

**ARTICLE XVI**  
**TEMPORARY LEAVES OF ABSENCE**

A. Employees may be granted other leaves of absence with or without pay by the Board for good reason, in the sole discretion of the Board.

**ARTICLE XVII**  
**SUPPORTIVE STAFF**  
**SENIORITY AND JOB SECURITY**  
(Other Than Secretaries)

A. School District seniority is defined as service by appointed employees in the school district in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he:

1. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the School District.
2. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the department involved at the work location, consistent with Title 18A:17-4.
3. In the event that within eighteen (18) months from the date of his lay off a vacancy occurs in the classification of his last appointment in the department from which he was laid off, or in a lesser classification in the same line of work in the department, a laid off employee shall be entitled to recall, thereto in the order of his department seniority.
4. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District by certified mail, return receipt requested. Within ten (10) days from receipt of such notice of recall, the employee shall notify the Director of the department involved in the recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within thirty (30) days from the date he receives the recall notice or within such period of time as is set forth in a written

extension of time signed by the Director of the department or his designee. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall.

5. Seniority shall not be accumulated during the period of layoff. Upon recall the appointed employee shall have his accumulated seniority to the date of layoff.

6. All notices of examinations for job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least fifteen (15) days before the closing date for applications. A copy of each examination notice shall be sent to the Association.

**ARTICLE XVIII**  
**EXTENDED LEAVES OF ABSENCE**

A. 1. Due to a medical disability which is substantiated by a certificate from a medical doctor, a teacher shall be granted an extended leave of absence without pay, however, during the period of the teacher's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated.

2. Upon termination of medical benefits when applicable, the employee may elect to retain said benefits by reimbursing the Board of Education on a monthly basis, maximum of one year, so as to continue group rate premiums.

B. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained. A teacher returning from medical disability leave shall be entitled to all benefits to which said teacher was entitled at the time leave commenced.

C. No tenured or non-tenured teacher shall be barred from returning to work after medical disability leave on the grounds that not enough time has elapsed during the recovery time. However, the Board may require medical proof that the employee is able to return to work.

D. Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenure teacher who would not have been granted tenure in the absence of this provision or to offer a new contract for a new school year to any non-tenure teacher who would have not been offered such a contract in the absence of this provision.

E. A teacher may make application to the Board for child-rearing leave of absence for a period of up to one year. Said application shall be made to the Chief School Administrator at least ninety (90) calendar days prior to the commencement of the child rearing leave. If approved, the date of requested return may be adjusted by the

Board to commence in January or September or any other natural break in time which the Board deems in keeping with the educational needs of the system, and may preclude the one year time period cited above. Said child rearing leave shall be without pay. The Board of Education Secretary shall, upon request, provide the teacher with the necessary information in order that the teacher can take over the payments of insurance premiums.

F. A leave of absence of up to one (1) year without pay shall be granted for the purpose of caring for a sick member of the teacher's immediate family. For the purpose of this section, "immediate family" is defined as father, mother, spouse, child. Unless the Board deems otherwise, or an emergency exists, at least sixty (60) days notice shall be given. Additional leave may be granted at the discretion of the Board.

G. The Board may grant a leave of absence without pay to an employee to campaign for or serve in a public office. Such request shall be made at least ninety (90) days prior to the date the leave is to commence. If granted, such leave shall continue until the start of the first marking period following the termination of the campaign or term of office or other natural break in the school year as determined by the Chief School Administrator.

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

I. Upon return from leave granted according to Section A above, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level as he would have achieved if he had not been absent, provided, however, that time spent on such leaves shall not count toward fulfillment of time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted under Sections E, F and G above, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure. Leave granted under Section A, shall count toward increment if the teacher taught during that school year.

J. Except for leave granted pursuant to Section A of this Article, advancement on the salary guide or raises the following year of the extended leaves of absence shall be based upon the date of commencement of the leave of absence. The employee will be granted a full salary guide step or raise, if he/she works more than ninety (90) days in that school year. Working ninety (90) days or less shall result in no advancement on the salary guide or raise the following year.

**ARTICLE XIX**  
**FAIR DISMISSAL PROCEDURES**

A. 1. On or before April 30 of each year, the Board shall give to each non-tenure employee continuously employed since the preceding September 30 either:

a. A written offer of a contract for employment for the next succeeding year providing for a least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or,

b. A written notice that such employment shall not be offered.

2. Any non-tenure employee who receives a notice of non-employment may within fifteen (15) days thereafter, in writing, request a statement of the reasons for such non-employment from the Board. Said statement shall be given to the employee in writing within thirty (30) days after receipt of such request.

3. Any non-tenure employee who has received such notice of non-employment and reasons shall be entitled to an informal appearance before the Board, provided a written request for the informal appearance is received in the office of the Chief School Administrator within ten (10) days after receipt by the employee of the statement of reasons.

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

## ARTICLE XX

### SABBATICAL LEAVES

A. A sabbatical leave may be granted to a teacher by the Board for study or research in the area of **the teacher's current or potential area of assignment in the** district or any other reasons of value as determined in the sole discretion of the Board. The Board in its sole discretion can deny a request for any reason including, but not limited to; **the purpose of the leave and the potential benefit to the school district, the needs of the school district and the availability of replacement staff and budgetary funds.**

B. The employee shall apply for such leave in writing to the Chief School Administrator no later than December 1st of the school year preceding the school year for which the sabbatical leave is requested. Such requests must contain significant rationale **setting forth the value of such leave to the school district.** The employee shall be advised of the Board's action on the application immediately following the Board meeting in February.

C. In order to apply, a teacher must have been employed by the Sea Isle City Board of Education at least seven (7) complete, consecutive years, and be a non-recipient of a sabbatical leave during the seven preceding years. **The leave shall be granted for no more than one (1) academic year.**

D. A teacher on sabbatical leave shall receive compensation during the **period of leave at fifty percent (50%) of the salary for a full academic year** which he would have received had he remained on active duty.

E. The number of teachers given sabbatical leave in one (1) year shall not exceed one (1). In the event more than one teacher submits a request in the same year, leave if granted shall be based upon seniority. If teachers applying have equal seniority, then the decision shall be in accordance with Board policy.

F. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level he would have achieved had he remained actively employed in the system during his period of absence.

G. Any teacher granted a sabbatical leave of absence must agree in writing to return to service in the Sea Isle City school system for a period of two (2) years. Should such employee fail to return to the system upon completion of the sabbatical leave, he shall refund all compensation paid to him by the Board. This agreement shall be canceled in the event of the death or total disability of the teacher prior to returning.

H. The teacher on leave shall determine with the Chief School Administrator in advance of beginning the leave, the necessary deductions from his salary so as not to jeopardize pension, medical insurance and other benefits.

I. During the sabbatical year a teacher shall report in writing two times each semester to the Chief School Administrator describing the progress he made in fulfilling the purpose of the leave. One report shall be filed at the midpoint of the sabbatical and the second report shall be filed at the end of the sabbatical. Such report shall be filed using the format developed by the Chief School Administrator. Any official transcripts shall be submitted as soon as possible.

**ARTICLE XXI**  
**INSURANCE PROTECTION**

A. The Board will provide and pay the full premium cost for each employee full family coverage medical and surgical benefits equal to or better than the New Jersey State Health Benefits Plan.

B. The Board will provide and pay the full premium cost for each employee full family dental plan through the New Jersey Delta Dental Service Plan.

C. The Board will provide each employee and pay the full premium cost for prescription insurance with a \$10.00/\$5.00 co-pay.

D. The Board agrees to provide full family coverage for the twenty-four (24) month vision service plan of the New Jersey Vision Service Associates.

E. Temporary disability benefits underwritten by the Washington National Insurance Company shall be provided as per Plan I of the NJEA Umbrella Temporary Disability Benefits Plan. The Board shall pay 100% of the cost for said coverage. It is understood that the plan benefits and rates shall reflect appropriate increases to provide coverage at least equal to that provided under the New Jersey Temporary Disability Benefits Law (NJSA 43:21-42).

F. For each employee that remains in the employ of the School Board for a full school year, the Board shall make payment of medical insurance premiums under Section A to provide insurance coverage for a full twelve (12) months commencing September 1st and ending August 31st.

ARTICLE XXII  
REPRESENTATION FEE

A. If a full-time, certified teacher in the employment of the Sea Isle City Board of Education does not become a member of the Sea Isle City Education 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, the said teacher 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. 1. 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 law.

2. In order to adequately offset the per capita 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 may be set up to 85% of that amount as 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 that change.

C. 1. 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 paragraph 2

below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

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

a. Ten (10) days after receipt of the aforesaid list by the Board, or;

b. Thirty (30) days after the employee begins his or her employment in the bargaining unit position, unless the employee previously served in the 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 ten (10) days after the resumption of the employee's employment in the bargaining unit position, whichever is later.

3. 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 entitled under this Article, the Board will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

4. 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. The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. 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 the bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. The Association shall indemnify and hold the Board harmless against any and all claims arising from the Board's compliance with this Article.

**ARTICLE XXIII  
SEPARABILITY AND SAVINGS**

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of the law or by the Court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected hereby and shall continue in full force and effect.

ARTICLE XXIV  
COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER  
AGREEMENT

A. Any individual contract between the Board and an individual employee, hereto and hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

**ARTICLE XXV**  
**COPIES OF AGREEMENT**

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

**ARTICLE XXVI**  
**EDUCATION INCENTIVE**

A. Educational costs will be \$1,200.00 per tenured teacher per school year for graduate courses in his/her area of current assignment not to exceed a total cost to the Board of \$22,000.00 per school year.

B. The Chief School Administrator shall be consulted prior to registration in order to be certain the course is relevant and is approved for reimbursement by the Board.

C. Educational costs will be reimbursed upon submission to the office of the Chief School Administrator, evidence of participation, official proof of the successful completion of the course (minimum grade of "B" required) and proof of educational costs.

D. The Board may grant reimbursement of educational costs for courses outside a teacher's current area of assignment if he/she is able to show a direct correlation of benefits to the school district.

E. The Board may grant reimbursement of educational costs for non-tenured teachers for graduate courses at the same reimbursement rate and requirements as tenured teachers.

F. Any employee who is required or requested by the Board to take educational courses or job training courses shall be reimbursed for the cost of the tuition. Said payments are in addition to the tuition account referenced in Section A.

G. Teachers who have spent their allocated monies may apply to the Chief School Administrator for additional money for summer studies, should money remain in the account. Said application shall be made prior to June 1st of each year.

H. For the purposes of this Article "annually" shall be defined as that period from September 1 to August 31.

**ARTICLE XXVII**  
**CLOTHING ALLOWANCE**

On or about October 1 of each year, the Board shall provide to each custodian and cafeteria worker employed by the District by that date, a lump sum uniform allowance of two hundred fifty (\$250.00) dollars. In lieu of this lump sum payment the Board, at its discretion, may enter into an agreement with a uniform service to provide uniforms. Employees shall be required to report to work in neat, acceptable attire. Custodians are to wear matching work clothes on days school is in session.

**ARTICLE XXVIII**  
**FULLY-BARGAINED AGREEMENT**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

ARTICLE XXIX

JURY DUTY

Upon the event that an employee is called for Jury Duty, that employee shall receive his regular daily pay for said time on jury duty. That employee shall surrender any monies that are paid for jury duty, with the exception of mileage and meal allowance.

ARTICLE XXX

DURATION

A. This Agreement shall be effective as of July 1, 1996 and shall continue in effect until June 30, 1999, on language, salaries and benefits, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally, and it is understood that it shall expire on the date indicated, unless it is extended in writing

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries, and their seals placed thereon, all on the day and year first above written.

SEA ISLE CITY EDUCATION  
ASSOCIATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

SEA ISLE CITY  
BOARD OF EDUCATION

By: William J. Kohnert  
President

By: Patricia A. Hill  
Secretary

By: Stephen D. Connor  
Member/Negotiating Team

## Salary Guide

### Schedule A

#### 1996-1997

STEP	YOS	BA	BA+15	BA+30	MA	MA+15	MA+30
1	1	\$29,500	\$30,600	\$31,700	\$32,800	\$33,900	\$35,000
2	2	30,100	31,200	32,300	33,400	34,500	35,600
3	3	30,700	31,800	32,900	34,000	35,100	36,200
4	4	31,900	33,000	34,100	35,200	36,300	37,400
5	5	33,700	34,800	35,900	37,000	38,100	39,200
6	6	34,900	36,000	37,100	38,200	39,300	40,400
7	7	36,100	37,200	38,300	39,400	40,500	41,600
8	8-9	37,800	38,900	40,000	41,100	42,200	43,300
9	10	39,500	40,600	41,700	42,800	43,900	45,000
10	11	41,800	42,900	44,000	45,100	46,200	47,300
11	12-17	44,600	45,700	46,800	47,900	49,000	50,100
12	18,18+	46,700	47,800	48,900	50,000	51,100	52,200

#### 1997-1998

STEP	YOS	BA	BA+15	BA+30	MA	MA+15	MA+30
1	1	\$30,100	\$31,250	\$32,400	\$33,550	\$34,700	\$35,850
2	2	30,700	31,850	33,000	34,150	35,300	36,450
3	3	31,300	32,450	33,600	34,750	35,900	37,050
4	4	31,900	33,050	34,200	35,350	36,500	37,650
5	5	33,700	34,850	36,000	37,150	38,300	39,450
6	6	34,900	36,050	37,200	38,350	39,500	40,650
7	7	36,100	37,250	38,400	39,550	40,700	41,850
8	8	37,800	38,950	40,100	41,250	42,400	43,550
9	9-10	39,500	40,650	41,800	42,950	44,100	45,250
10	11	41,800	42,950	44,100	45,250	46,400	47,550
11	12	44,400	45,550	46,700	47,850	49,000	50,150
12	13,13+	47,700	48,850	50,000	51,150	52,300	53,450

**SCHEDULE A**

**1998-1999**

<b>STEP</b>	<b>YOS</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	1	\$32,100	\$33,300	\$34,500	\$35,700	\$36,900	\$38,100
2	2	32,700	33,900	35,100	36,300	37,500	38,700
3	3	33,300	34,500	35,700	36,900	38,100	39,300
4	4	33,900	35,100	36,300	37,500	38,700	39,900
5	5	34,500	35,700	36,900	38,100	39,300	40,500
6	6	36,100	37,300	38,500	39,700	40,900	42,100
7	7	37,700	38,900	40,100	41,300	42,500	43,700
8	8	39,300	40,500	41,700	42,900	44,100	45,300
9	9	40,900	42,100	43,300	44,500	45,700	46,900
10	10-11	43,500	44,700	45,900	47,100	48,300	49,500
11	12	46,100	47,300	48,500	49,700	50,900	52,100
12	13,13+	48,700	49,900	51,100	52,300	53,500	54,700

**SCHEDULE B  
STIPEND POSITIONS**

1996-1999

<b>POSITION</b>	<b>PAYMENT</b>
Bus Driver	\$72
Chaperones (Overnight)	\$40
Chaperones (Single Event)	\$25
Tutor (Per Hour)	\$30
Athletic Director	\$1,100
Club Activities	\$1,100
Detention	\$1,100
Music	\$1,100
NJHS	\$1,100
Safety Patrol	\$850
Student Government	\$1,100
Summer School	\$2,000
Team Sports	\$1,100
Theater	\$1,100
WASH (5-8)	\$1,100
WASH (K-4)	\$1,100
Yearbook Advisor	\$1,100

**SCHEDULE C**

**NIGHT CUSTODIAN**

STEP	YOS	1996-97	1997-98	1998-99
1	1	\$20,225	\$21,740	\$23,370
2	2-3	22,280	23,740	25,300
3	4-6	24,340	25,735	27,220
4	7-9	26,400	27,735	29,145
5	10,10+	28,450	29,730	31,070

**DAY CUSTODIAN**

STEP	YOS	1996-97	1997-98	1998-99
1	1	\$21,175	\$23,295	\$25,620
2	2-3	24,850	26,850	29,010
3	4-6	28,530	30,395	32,400
4	7-9	32,200	33,945	35,790
5	10,10+	35,880	37,495	39,180

**CAFETERIA COOK/MANAGER**

STEP	YOS	1996-97	1997-98	1998-99
1	1	\$15,375	\$16,525	\$17,765
2	2-3	15,880	16,940	18,075
3	4-6	16,390	17,355	18,385
4	7-9	16,895	17,770	18,690
5	10,10+	17,400	18,180	19,000

**ASSISTANT COOK**

STEP	YOS	1996-97	1997-98	1998-99
1	1	\$10,965	\$11,785	\$12,670
2	2-3	11,325	12,080	12,890
3	4-6	11,685	12,375	13,110
4	7-9	12,045	12,670	13,330
5	10,10+	12,400	12,960	13,540