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ARTICLE I

RECOGNITION

The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all staff holding positions for which State certification is required under contract excluding any administrator(s).

ARTICLE II

NEGOTIATIONS OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303 of the Laws of 1968, its amendments and supplements. The parties also agree to commence negotiations in accordance with the guidelines issued by the Public Employment Relation Commission pursuant to the above mentioned statute.

Any tentative agreement reached by the Board's and the Association's negotiations teams is subject to ratification by the Board and the Association.

ARTICLE III

GRIEVANCE PROCEDURE

1. The term "grievance" means a complaint by an employee and/or the Association alleging violation of this contract.

2. An aggrieved employee and/or the Association shall institute action under the provisions herewith within thirty (30) calendar days of the occurrence complained of or within thirty (30) days after he should reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be determined to constitute abandonment of the grievance, provided that where an occurrence is part of a recurring series of events, those events occurring more than thirty (30) days prior to the institution of the procedures provided herewith may be considered for the purpose of determining the validity of the complaint.

3. In the presentation of a grievance, the employee and/or the Association shall have the right to present his appeal pro se, by attorney, or to be represented by the Association, but may not be represented by any other organization. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views to the Superintendent and all levels above.

4. Employees and/or the Association are requested first to discuss their grievances orally with their immediate superiors, provided that if the grievance is occasioned by a direct order of the Superintendent to the individual, such oral discussion should be with the Superintendent. Such discussion should occur during the thirty (30) day period and shall not extend it except by written consent of the Superintendent.

5. If the grievance is not resolved to the employee's and/or the Association's satisfaction, the employee and/or the Association has the right to submit his grievance in writing to the Superintendent within thirty (30) days following said discussion specifying:

- (a) nature of the grievance
- (b) results of previous discussions, if any
- (c) remedy sought by grievant
- (d) the specific article or articles of the contract alleged to have been violated.

The Superintendent shall forward the grievance and related material to the Joint Grievance Committee within ten (10) school days, and shall set a date for a meeting of the Joint Grievance Committee.

6. The Joint Grievance Committee shall consist of two (2) members of the Board of Education, appointed by the Board, and two (2) members of the Sea Girt Education Association (SGEA), appointed by the SGEA. The Committee will hold a hearing, at which time the grievant and/or the SGEA representative will present the grievance and the Superintendent or other involved parties will respond. The Joint Grievance Committee will then discuss the grievance in private. It is the clear intent of both parties that such discussion shall not be quoted or referenced in any subsequent litigation, including arbitration, but shall be as frank and candid as possible in the hope of settling disputes. The SGEA members shall report to the Association, and the Board members shall report to the full Board.

7. In the event that the members of the Joint Grievance Committee cannot reach an agreement as to the disposition of the grievance, the grievant and/or the Association may appeal to the Board within ten (10) school days of the hearing, or within twenty-five (25) days of the filing of the written appeal to the Superintendent if no hearing was scheduled or no answer issued.

8. Joint Grievance Committee Sunset Provision. Paragraphs 5, 6 and 7 of Article III shall continue into the next agreement (2006-07 and beyond) only upon the written agreement of both the Association and the Board. Absent such agreement, paragraphs 5, 6, 7 and 8 from the 1999-00/2000-01/2001-02 agreement shall be

restored to the agreement, and current paragraphs 5 through 8 shall be deleted.

9. When an appeal is taken to the Board, there shall be submitted by the grievant a statement of the dissatisfaction of the party appealing, to which shall be attached copies of all previous writing. A copy thereof (which may be without documents) shall be delivered to the Superintendent and all other parties. The statement shall request a hearing if desired.

10. The Board shall review the grievance and hold a hearing with the employee and/or the Association and, excepting for good cause shown, render a decision in writing within thirty (30) calendar days of receipt of grievance by the Board.

11. If the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) calendar days following the determination by the Board. A request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

12. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties and each of the parties shall bear their own costs.

13. All hearings under this procedure shall be conducted in private and shall include only persons directly concerned and their designated or selected representatives.

14. The arbitrator shall limit his decision strictly to the application and interpretation of the provision of the Agreement and shall be without power or authority to make decisions:

(a) Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

(b) Involving Board policy or practice under the provisions of this Agreement, or under applicable law; except that he may decide in a particular case that the Board policy, practice or administrative decision was disregarded or that its attempted application under any terms of this agreement was so discriminatory, arbitrary or capricious as to constitute an abuse of discretion.

(c) Limiting or interfering in any way the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

ARTICLE IV

TEACHER RIGHTS

1. Pursuant to N.J.S.A. 34:13A-1, et. seq., the Board hereby agrees that every employee within the unit shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board agrees that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his participation in 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. Whenever any teaching staff member is required to appear before the Board of Education or any committee thereof concerning any matter which could adversely affect the continuation of that teaching staff member in his office, position, or employment, or the salary, or any increments pertaining thereto, then he shall be given 48 hours prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview. The parties agree that this paragraph of the agreement applies only to meetings with the Board of Education or committees of the Board, and does not apply to meetings between the Superintendent and a teacher.

3. Any question or criticism by a supervisor, administrator or Board member of a teacher shall be made in confidence and not in the presence of students, parents, or other public gatherings except as may be required by law.

4. No teacher shall be reduced in rank or compensation without just cause.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

1. The Board agrees to furnish to the Association in response to reasonable requests from time to time available public information concerning the education program and the financial resources of the district.

2. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings, provided same are not previously scheduled for use. The superintendent of the building in question shall be notified in advance of the time and place of all such meetings.

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

4. The Association shall have the use of the bulletin board in each faculty lounge should the lounge be available for faculty use. The Association shall also be assigned adequate space in the central office for Association notices. The location of the Association bulletin space in each room shall be mutually agreed upon by the Association and the Administrator.

5. The Association shall have the right to use the inter-school mail facilities and the school mail boxes as it deems necessary, with the approval of the Superintendent.

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

ARTICLE VI

TEACHER WORK YEAR

1. The in-school work year for teachers employed on a ten-month basis shall not exceed one hundred eighty-five (185) days. Provided, however, that all teachers newly employed by the District shall be required to serve one additional day prior to the commencement of school for purposes of professional orientation above and beyond the total number of working days for teachers contained in the school calendar.

2. The in-school work year shall include days when pupils are in attendance and one orientation day.

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

4. The Superintendent, at his discretion, may require additional teacher working days so long as the total number of teacher working days does not exceed one hundred eighty-five (185) days and adequate notice is given to faculty.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

1. Teachers are required to arrive at school at least fifteen (15) minutes prior to the opening of class session, and remain at least nine (9) minutes subsequent to the pupil p.m. dismissal, unless excused for good reason by the Superintendent. The regular in-school day shall not exceed seven (7) hours and ten (10) minutes except in emergencies.

2. Teachers shall also receive a duty free lunch period pursuant to statute and may leave the building without permission of the Administrator during this period.

3. The Administrator shall notify the Association of available openings as determined by the Board for any extra-curricular activity position.

4. It is the Board's intent to grant preparation time for each teacher during the regular school day, recognizing that such preparation time is contingent upon scheduling needs. Teachers shall not be assigned to any other duties during preparation time except in cases of emergency.

5. The Administrator may require teachers to remain in the school beyond the time indicated under paragraph 1 of this Article, for activities including, but not limited to, faculty meetings and in-service professional days not in excess of past practice. The Administrator or his representative shall provide a forty-eight (48) hour notice prior to each meeting. Such meetings shall begin no later than five (5) minutes after the student dismissal time and shall run for no more than 45 minutes. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.

6. Parent-teacher conferences shall be scheduled on the Monday, Tuesday & Wednesday afternoon and Monday & Tuesday evenings prior to the annual NJEA convention.

7. The work schedule for the teaching staff employees under a nine period student day shall be as follows:

- a. 55 minute, single session lunch
- b. 8 x 42 minute instructional periods
- c. Ten (10) prep periods per week per full time teacher.

In the event that the Board of Education desires to change the student day, negotiations between the parties will commence

to discuss the impact of said changes on terms and conditions of employment.

The parties agree that these terms of the teacher work schedule do not constitute a waiver by either party of any and all arguments it raised, or could have raised, related to the 1999 unfair practice charge (Docket No. CO-99-296) filed by the Association and the Board's defense to that charge. Nor does the withdrawal of that charge limit the arguments the Association or the Board of Education may raise at any time in the future.

ARTICLE VIII

TEACHER EMPLOYMENT

1. The Board agrees to hire, whenever possible, only fully certificated teachers holding standard teaching certificates issued by the New Jersey State Board of Examiners for every teaching assignment.

2. The duties of non-certificated personnel shall be confined solely and exclusively to such duties as would assist certificated professional personnel in the performance of their respective duties.

3. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the contract school year, in accordance with Schedule A attached. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

4. A teacher with previous teaching experience in the Sea Girt School District shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience in the public school system, military experience or alternative civilian service, Peace Corps, VISTA, or National Teacher Training. Such teachers who have not been engaged in other teaching shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left. The starting salary for teachers without prior Sea Girt experience shall be negotiated between the teacher and the Board of Education.

5. Previously accumulated unused leave days shall be restored to all returning teachers.

6. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30.

7. Mentor positions shall be posted in the school building for not less than five (5) school days prior to being filled.

ARTICLE IX

SALARIES

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

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

3. Each teacher may individually elect to have ten per cent (10%) or more of his monthly salary deducted from his pay. These funds shall be paid in the teacher's name to the Mon-Oc Teachers' Federal Credit Union.

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

5. Each teacher shall receive his final pay and the pay schedule for the following year on his last working day in June.

ARTICLE X

TEACHER EVALUATION

1. A teacher shall have the right, upon reasonable request, to review the contents of his personnel file and to receive copies, at his/her own expense, of any documents contained therein which are not confidential. A teacher shall be entitled to have a representative of the Association accompany him during such a review.

2. No material derogatory to the teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

3. Any complaints regarding a teacher made to any member of the administration by a parent, student or other person which are used in the evaluation of the teacher in any manner shall promptly be brought to the teacher's attention. The teacher shall have the right to respond to and/or rebut such complaint.

4. Prior to or upon entering the classroom on the occasion of an extended observation, the Administrator will inform the teacher of his intent to make an observation for written evaluation. However, such written evaluation is also the result

of multiple contacts and visits during the school year where no prior notification is given. A copy of the written evaluation will be given to the teacher at least one day before the scheduled conference, between the Administrator and the teacher, to discuss and sign the written evaluation.

5. No later than the dates set in the Administrative Code, the Board shall give to each non-tenure teacher continuously employed since the preceding September 30th either:

- (a) A written offer of a contract for employment for the next year, or
- (b) A written notice that such employment shall not be offered.

6. Any non-tenure teacher who has received such notice of non-employment shall be entitled to a statement of written reasons for non-renewal of contract if requested by the teacher, and will be afforded an appearance before a committee of the Board if he/she so requests. The teacher shall make written request for such appearance to the Board Secretary and the Superintendent within ten (10) days of receipt of such notice. The Board will determine, by May 31, the date for the appearance. The appearance and the determination by the Board will occur no later than June 30.

ARTICLE XI

COMPLAINT PROCEDURE

Any complaint received or repeated from hearsay shall be disregarded.

Should a letter of complaint concerning any teacher be submitted to the Board of Education or Administration, it shall be brought to the attention of said teacher within a reasonable time after receipt.

The letter of complaint shall not be placed in the teacher's file, or used against him/her in a disciplinary proceeding unless it has been brought to the teacher's attention.

Should an oral complaint be made concerning any teacher, the Administration may, if it considers the complaint sufficiently serious, reduce it to writing. Once the complaint has been reduced to writing, it shall be handled as though it were a complaint submitted in writing.

ARTICLE XII

CURRICULUM COUNCIL

1. A Curriculum Council shall be established and it shall consist of the Superintendent and representatives of the faculty with two members being selected by the Association and a minimum of two members being selected by the Administrator. The Council shall meet, if necessary, at least once each month and discuss such topics as teaching techniques, pupil testing and evaluation, philosophy and educational goals of the district, staff needs, research and experimentation, educational specifications for buildings and other related matters regarding effective educational operation of the Sea Girt School District.

2. Minutes of the meeting of the Curriculum Council shall be recorded. Copies of the minutes shall be kept in a file maintained for such purpose by the Secretary of the Board of Education and one copy will be given to the President of the Association. Recommendations of the Council shall be submitted in writing and distributed to each member of the Board and the Association. However, the findings of fact, conclusions and recommendations shall be purely advisory and shall not be binding on the Board of Education.

3. Nothing in the Article shall be interpreted to prevent the Council from consulting with additional teachers, professional advisors, parents, students or other persons as needed except that any cost which may be incurred when holding such consultations must receive prior approval by the Board.

4. A Local Professional Development Committee shall be established according to state regulations. It shall be a separate entity from the Curriculum Council.

ARTICLE XIII

SICK LEAVE

1. Every teacher shall receive eleven (11) days leave (for reasons of personal disability or quarantine) with full pay for every school year they are employed in the district, except that as of July 1, 1992, new employees shall receive ten (10) days leave per year. It shall be the obligation of the teacher to certify the absence results from personal illness and any teacher absent over three (3) consecutive days may be required to file a doctor's certificate of illness. Unused sick leave in any given school year shall be allowed to accumulate for use during any subsequent school year.

2. Sick leave credit not to exceed ten (10) days will be granted to teachers who have accumulated these unused sick days while teaching in another school district prior to transferring to the Sea Girt School, contingent upon presentation of satisfactory written proof of unused sick time from an official of the previous school district.

3. Unused personal leave days from Article XIV.1. shall convert to sick leave at the end of each year and shall be added to that person's personal sick leave bank in the amount of one full sick day for each unused personal day.

4. When extended illness or accident results in a teacher using all of his/her sick days which have been accrued, the teacher may request an additional thirty (30) days sick leave in any one contract year. If approved, such additional sick leave shall be payable at one-two hundredth (1/200) of the teacher's annual salary minus the cost of a substitute at the prevailing rate of pay including the Board's share of Social Security and Unemployment Insurance contributions for the substitute.

5. (a) Employees who voluntarily resign or retire after a minimum of fifteen (15) years of continuous service in the Sea Girt School District, shall be paid for their unused accumulated sick leave at a rate of \$35.00 per day up to a maximum of two hundred (200) days per employee.

(b) Employees who voluntarily resign or retire from the school district after a minimum of ten (10) years, but less than fifteen (15) years, shall be paid for their unused accumulated sick leave at a rate of \$30.00 per day.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

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

1. Four (4) days of absence for personal matters which require absence during school hours. Notification to the Superintendent or other immediate superior for personal leave shall be made at least two days before taking such leave, except in the case of emergencies and such notification shall sufficiently be designated as "personal business". When the requested day is adjacent to a holiday or the winter or spring break, the teacher shall provide a reason for why that day must be taken as a personal day, and the Superintendent retains the right to approve or not approve the request.

2. Teachers may be granted up to two (2) days for the purpose of visiting other schools or attending meetings or

conferences of an educational nature. Advance approval of the Administrator shall be obtained at least three (3) days prior to taking such leave. The foregoing is exclusive of the two (2) days granted for teacher attendance at the N.J.E.A. convention.

3. Teachers shall be granted the necessary time for appearances in any legal proceeding connected with the teacher's employment or with the school district. Should a teacher file a workmen's compensation claim against the Board, leave to attend workmen's compensation court shall be without pay, except that a teacher shall be allowed to take a personal day for the purpose of such proceedings.

4. Teachers shall be granted up to four (4) days in the event of the death of a member of the teacher's immediate family which includes a teacher's spouse, child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent, father, mother, brother, sister, or other person whose residence is within the household of the teacher, and/or close friend.

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

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

1. Any teacher employed by the Board who shall marry while in the service of the Sea Girt School District shall report such fact immediately to the Superintendent who shall record the marriage name and name of husband or wife on the teacher's personnel record.

2. The Board shall grant maternity leave without pay, except as provided in paragraph (f), to any teacher upon request subject to the following:

- (a) Any tenured teacher or non-tenured teacher seeking such leave shall apply to the Board sixty (60) days prior to the beginning of the leave when possible. At the time of application, the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. Following the grant of such leave to any teacher, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. The Board may require the teacher to produce a certificate from a physician in support of the requested leave dates and/or in support of a requested change.
- (b) The Board may require a pregnant teacher to seek a doctor's opinion as to whether, as a result of pregnancy, she is

capable of performing her assigned duties. If the doctor finds her incapable, she may seek a second opinion. If both doctors concur, the Board may require the teacher to request a maternity leave.

- (c) Upon return from a maternity leave of absence, the teacher shall be reinstated in her same position or a similar position for which she is certified.
- (d) The Board is not required to renew the employment of a non-tenured teacher beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The maternity leave period shall not be counted for tenure purposes.
- (e) Advancement on the salary guide shall be based upon the date of commencement of the maternity leave of absence. The teacher will be granted a full salary guide step if she works more than ninety (90) teaching days. Working ninety (90) days or less shall result in no advancement on the salary guide. The use of sick leave days as provided in paragraph (f) shall not be considered working days for the purpose of determining the number of days worked.
- (f) Any teacher granted maternity leave by the Board may use accumulated sick leave during the period of disability associated with the pregnancy and birth.

3. Any teacher granted leave by the Board to adopt a child shall be entitled to a leave without pay on the same terms as set forth in Section 2 above, except that sick leave may not be used for any part of that leave.

4. All requests for extension or renewal of leave shall be submitted and answered in writing where time permits this to be possible.

ARTICLE XVI

SABBATICAL LEAVES

1. A member of the professional staff who has served in the Sea Girt Elementary School for a period of at least seven (7) consecutive years may, on the recommendation of the Superintendent and upon approval by the Board of Education, be granted a sabbatical leave of absence for one school year for the purpose of advanced study at an approved college or university when such study is planned to benefit the school system. A minimum of twenty (20) graduate study credits will be satisfactorily completed during the sabbatical leave and the official transcripts required for school personnel records. Failure to show proof of satisfactory completion of at least twenty (20) graduate credits during sabbatical leave will

necessitate full reimbursement to the Board of Education of all moneys granted to the person on sabbatical leave.

2. The teacher on sabbatical leave shall receive a salary equal to one-half the annual contractual salary to which the teacher would have been entitled had the teacher worked in the school system that year, provided such compensation shall be reduced from earnings received through other full-time employment during the same period.

3. Written request for sabbatical leave must be received by the Superintendent no later than April 15th of the calendar year in which sabbatical leave commences. Requests must include the purpose of intended leave, a plan of the activity to be pursued, the length of time involved, and the value of the experience to the individual and to the school system. Action must be taken by the Board no later than May 30th of the said year in which the written request is made.

4. That portion of Article XIX - Personal Development and Educational Improvement which deals with graduate course reimbursement does not apply to persons on sabbatical leave.

5. Professional staff members on sabbatical leave will be considered in the employ of the Sea Girt Board of Education. Their leave time shall count as regular service toward retirement for consideration with regard to salary increments and adjustments, or for the purpose of accumulating sick leave.

6. As a condition of sabbatical leave, the recipient shall enter into a contract with the Sea Girt Board wherein the teacher agrees to continue in the service of that Board for a period of at least two (2) years after expiration of the sabbatical leave of absence. Failing to so continue in service, the teacher shall repay the Board of Education one-half (1/2) of the total payment received during sabbatical leave for each of the two (2) years of unfulfilled service unless the teacher is medically incapacitated, released, or discharged by the Board of Education. Reimbursement for course work unsatisfactorily completed shall be over a period of two (2) years unless such course work is satisfactorily completed within two (2) years of the teacher's return from sabbatical leave.

ARTICLE XVII

INSURANCE PROTECTION

1. The Board shall pay the premiums for full coverage for Blue Cross and Blue Shield and Major Medical Insurance for all teachers and their dependents under the Public School Employees Health Benefits Program of the State of New Jersey as currently in effect. All new employees hired after February 1, 1996 shall receive Employee Only dental insurance for the first thirty-six

months of employment. Dependent Dental coverage may be purchased at the Board rates through payroll deductions at the rate of one-tenth (1/10) of the annual obligation per month. After completing thirty-six months of employment, such employees shall be eligible for dependent Dental coverage on the same terms as other unit members.

2. The Board further agrees to pay the premium for Employee Only Dental insurance with said insurance to be equal to the coverages as currently in effect on January 1, 1989. In the event an employee with more than thirty-six (36) months service in the district elects to include eligible dependents under the dental insurance plan, the Board shall be obligated to pay a maximum of one-half (1/2) of the annual premium for those dependents. The employee's portion of payment for the coverage shall be made through a payroll deduction at the rate of one-tenth (1/10) of the annual obligation per month.

3.a. In addition, the Board will reimburse employees for up to \$500 per year for each employee, spouse and dependent covered by the employee's medical plan, for out-of-pocket prescription drug expenses not reimbursed by the employee's medical plan. The reimbursement shall be at the rate of the individual employee's medical plan. If the deductible for prescription drugs is increased by the New Jersey State Health Benefits Plan for NJ-Plus (in-network) and Traditional, the limit of \$500 will be increased by that amount.

3.b. The employee shall submit the "Explanation of Benefits" form that was supplied to the employee when the employee was reimbursed by the insurance company.

3.c. There shall be no reimbursement by the Board for prescription drug costs covered by the employee's medical plan if the employee fails to apply for reimbursement from the medical plan for prescription drugs.

3.d. The Board shall make every reasonable effort to provide reimbursement for prescription drug expenses within three working days of their being submitted.

3.e. See Schedule "C", attached to this agreement, for an illustration of how the deductible is reached and applied.

4. Plan benefits descriptions shall be distributed by the Secretary of the Board upon receipt of such plan descriptions from the carriers.

ARTICLE XVIII

DEDUCTIONS FROM SALARY

1. The Board agrees to deduct from the salaries of its teachers dues for the Sea Girt Education Association, the Monmouth County Education Association, the New Jersey Education Association or the National Education Association as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any correction shall be transmitted to such person as may from time to time be designated by the Sea Girt Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall be responsible for disbursing such monies to the appropriate association or associations.

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

ARTICLE XIX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

1. Upon advance written request from the teacher, the Board may approve and, upon satisfactory completion, shall reimburse the teacher for the full cost of any courses, seminars, workshops or conferences, as well as any reasonable expenses incurred in connection with such courses, seminars, workshops, or conferences except that any graduate school course shall be reimbursed for up to \$250 per credit, or the graduate school tuition rate at Rutgers University, whichever is higher, but not higher than the actual tuition cost for the course. Other expenses incurred in connection with graduate school courses shall not be reimbursable. Reimbursement for graduate school courses shall be limited to twelve (12) credits per school year.

2. The amount of reimbursement per credit shall be prorated for part-time employees proportionate to their salary in relation to a full-time salary.

3. No tuition reimbursement shall be made for courses taken while a teacher is on an unpaid leave of absence.

ARTICLE XX

MISCELLANEOUS PROVISIONS

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

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

3. Copies of this agreement shall be printed at the equal expense of both parties.

4. Whenever any notice is required to be given to either of the parties of this agreement to the other, pursuant to the provision of this agreement, either party shall do so by telegram or registered letter at the following addresses:

(a) If by the Association, to Board at

Sea Girt Elementary School

Sea Girt, New Jersey 08750

(b) If by the Board, to Association President at

Sea Girt Elementary School

Sea Girt, New Jersey 08750

ARTICLE XXI

DURATION OF AGREEMENT

1. This agreement shall be effective as of July 1, 2006, and shall be effective until June 30, 2007 subject to the parties' rights to negotiate a successor agreement as provided in Article II. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated above, unless it is extended by written mutual agreement of the Board and the Association.

2. IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President and Secretary and its corporate seal to be placed hereon.

Sea Girt Education Association

Sea Girt Board of Education

By: John P. Davis
(President)

By: Aaron T. Dewby
(President)

Jane B. Wassmer
(Secretary)

Susan Kuffer
(Secretary)

SEA GIRT

2006-07

STEP		BA	BA+15	BA+30/MA	MA+15	MA+30
OLD	NEW					
***	1	45621	46061	47011	47261	47511
1	2	46321	46761	47711	47961	48211
2	3	47021	47461	48411	48661	48911
3	4	47721	48161	49111	49361	49611
4	5	48421	48861	49811	50061	50311
5	6	49121	49561	50511	50761	51011
6	7	49819	50185	51177	51438	51699
7	8	50534	50931	52010	52293	52577
8	9	51363	51761	52842	53126	53411
9	10	52757	53155	54236	54520	54805
10	11	54150	54549	55630	55914	56199
11	12	55542	55940	57020	57306	57590
12	13	57306	57707	58785	59070	59354
13	14	59148	59546	60627	60912	61196

Employees on Step 14 or above in the preceding school year with salaries of less than \$70,000 in that year shall receive a salary increase of \$2794. Employees on Step 14 or above in the preceding school year with salaries of more than \$70,000 in that year shall receive a salary increase of \$2000.

Teachers who are paid in the "off guide" category and who earn advanced credits during the year, equal in number to an amount which would have permitted them to advance to the next lateral column had they been on Steps 1 through 14, shall receive that column differential in addition to their "off guide" salary.

Should there be no successor agreement in place as of July 1, 2007, all individuals in the off-guide category shall continue to receive their full salaries at the 2006-07 salary levels. However, individuals not yet in the "off guide" category shall not move into the "off guide" category unless agreed to in negotiations.

SCHEDULE "B"

Sea Girt School District

A remuneration shall be paid for extracurricular positions according to the following schedule:

ACTIVITY	2006-07
Home Tutoring	41.85
Summer School Teacher	2177
Team Leader	1340
Safety Patrol Advisor	544
Drama Club Advisor	1841
Assistant Drama Club Advisor	921
Overnight Field Trip Chap.	352
Coach-in-Charge of Athletics	1640
Boys Soccer Coach	2466
Girls Soccer Coach	2466
Baseball Coach	2466
Softball Coach	2466
Tennis Coach	2466
Boys Basketball Coach	3227
Girls Basketball Coach	3227
Intramural Coach**	1424
Cheerleader Coach: Soccer	1550
Cheering Coach: Basketball	2428
Graduation Class Advisor (includes yearbook)	929
Graduation/Music Director	929

Computer Coordinator	1538
Out-of-School Hours***	41.85
Detention	1440
Peer Leader	1440
Peer Assistant	720
Teacher-in-Charge	1678
Active Board Trainer	2822

* The Board will pay a one-time per sport stipend of \$300.00 for coaches with fifteen (15) years longevity in that sport.

** The intramural program for three seasons, fall, winter and spring would be compensated at the rates above per intramural supervisor. The Board shall maintain the unilateral right to determine whether one or more supervisors are needed.

*** Out-of-School Activities remuneration is to be paid when ordered by the Superintendent.

**** All positions will have written job descriptions.

MEMORANDUM OF AGREEMENT

between the
Sea Girt Board of Education
and the
Sea Girt Education Association

The negotiations committees for the above named parties agree to the following terms for a new negotiated agreement:

1. Duration: July 1, 2006 through June 30, 2007.
2. A Salaries for teaching staff members shall increase by 4.50% above the 2005-06 salary base of \$1,115,350 for 19.1 teachers. Salary guides shall be developed mutually.
B. Schedule B to increase by 4.5%
3. All other provisions in the contract covering 2003-04 through 2005-06 shall continue into the new contract for 2006-07. There shall be no other changes whatsoever.

Upon agreement on salary guides, the negotiations committees for the above named parties agree to recommend this tentative agreement to their respective bodies for ratification.

For the Board

For the Association

James Brown / 3-7-06
Date
[Signature] / 3-7-06
Date
_____/_____
Date
_____/_____
Date

Maureen Gorman / 2-16-06
Date
Juanne M Carey / 2-16-06
Date
John P Davis / 2-16-06
Date
Elyse Granetto / 2/16
Date

SEA GIRT

2006-07

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