# **AGREEMENT**

between the

# **SEA GIRT BOARD OF EDUCATION**

and the

SEA GIRT EDUCATION ASSOCIATION

for the school years

2023-2024 through 2025-2026

# **TABLE OF CONTENTS**

Article		<u>Page</u>
I	Recognition	1
II	Negotiation of Successor Agreement	1
III	Grievance Procedure	1
IV	Teacher Rights	3
V	Association Rights and Privileges	4
VI	Teacher Work Year	4
VII	Teaching Hours and Teaching Load	5
VIII	Teacher Employment	6
IX	Salaries	7
X	Teacher Evaluation	8
XI	Complaint Procedure	8
XII	Sick Leave	9
XIII	Temporary Leaves of Absence	10
XIV	Extended Leaves of Absence	11
XV	Sabbatical Leaves	12
XVI	Insurance Protection	13
XVII	Deductions from Salary	14
XVIII	Professional Development and Educational	
	Improvement	14
XIX	Miscellaneous Provisions	15
XX	Duration of Agreement	17
Schedule "A"		18-20
Schedule "B"		21-22

# **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 s/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/her 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 supervisors, 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/her 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.
- 6. Within ten (10) school days from the receipt of the written grievance, the Superintendent shall set a day for a hearing which will be within fifteen (15) school days from the receipt of the written grievance, unless a different period is mutually agreed upon.
- 7. Within fifteen (15) days after said hearing, unless a different time period is mutually agreed upon, the Superintendent shall in writing advise the employee and/or the Association and his/her representative, if there be one, of his determination.
- 8. In the event of the failure of the Superintendent to act in accordance with the provisions of paragraph 6 and 7, or in the event a determination by him/her is deemed unsatisfactory by any party, the dissatisfied party within ten (10) days of the act or the failure to act, may appeal to the Board. 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.
- 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/her 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 s/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/her participation in collective negotiations with the Board, or his/her 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/her office, position, or employment, or the salary, or any increments pertaining thereto, then s/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/her own choosing present to advise and represent him/her 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 representative have the right to use the school building at reasonable hours, for meetings provided it does not conflict with a previously scheduled activity. The Administrator of the building in question shall be notified in advance of the time and place of all such meetings. The Association and teachers shall not use the building for tutoring or any other paid activity.
- 3. The Association has the right to use school facilities and equipment when the equipment is not 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/her 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.
- 5. It is understood that the last day of school for teachers will be used for professional responsibilities and not professional development. Teachers will be dismissed once all professional responsibilities are completed.
- 6. Teachers may present a certificate for four (4) hours of attendance at an out-of-district virtual, online, or in-person professional development training in lieu of one (1) in-District professional development day, subject to the prior approval of the Superintendent, as to the following:
- a. The length, subject matter, method of instruction and course requirements for the virtual, online, or in-person out-of-District professional development program;
  - b. Exemption from one (1) or part of one (1) in-District professional development day.
- c. The exempted in-District professional development day to be substituted for by the attendee for the successful completion of the out-of-District virtual, online, or in-person professional development day.
- d. If approved, a teacher may use the out-of-District virtual, online, or in-person professional development program for up to one (1) in-District professional development day per year.
- e. The virtual, online, or in-person professional development program must be done between July 1<sup>st</sup> and June 30<sup>th</sup> of the year in which it will be applied.
  - f. There shall be no cost to the District.

#### 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/her 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 over two days, with both afternoons and one evening session with the hours of 1:30-3:30 p.m. and 5:30-8:00 p.m.
- 7. The work schedule for the teaching staff employees under a nine-period student day shall be as follows:
  - a. Nine (9) periods of forty-two (42) minutes each per day.
  - b. Ten (10) preparation periods per week per full time teacher.
  - c. One (1) duty-free lunch period per day.
- 8. 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/her 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 in accordance with law (May 15).
- 7. Mentor positions shall be posted in the school building for not less than five (5) school days prior to being filled.
- 8. To the extent possible, before the end of the school year and/or no later than June 15<sup>th</sup>, the Superintendent will notify the employees of their anticipated assignment and schedule for the next school year.
- 9. Before the end of the school year and/or no later than June 30<sup>th</sup>, the Superintendent will notify the employees of their anticipated summer Schedule B assignment for the summer.

# **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. When a pay day falls during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
- 4. Each teacher shall receive his/her final pay and the pay schedule for the following year on his/her 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/her 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/her during such a review.
- 2. No material derogatory to the teacher's conduct, service, character or personality shall be placed in his/her 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/her 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. Evaluations shall be done in accordance with the Board approved evaluation model, statute and code.
- 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 15, 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.

Any anonymous complaint by a teacher against a Supervisor, Administrator, or other Board employee or Board member will 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**

# SICK LEAVE/FAMILY ILLNESS

- 1. Teachers shall receive ten (10) days sick 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. 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.
- 3. Provided the teacher has accumulated sick leave in addition to the ten (10) days sick leave received each year a teacher may take up to 3 days leave annually for family illness. The teacher must forfeit one accumulated sick day from the accumulated sick leave bank for each family illness day used during the year. Opportunities to take family illness days do not accumulate from year to year and are only available if the teacher has accumulated unused sick leave in addition to the yearly entitlement to sick leave.
- 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 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, for a maximum of 200 days per employee.
- (b) 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 \$60.00 per day up to a maximum of two hundred (200) days per employee.

(c) Employees who voluntarily resign or retire after a minimum of twenty (20) years of continuous service in the Sea Girt School District, shall be paid for their unused accumulated sick leave at a rate of \$85.00 per day up to a maximum of two hundred (200) days per employee. Employees must notify the Superintendent and the Business Administrator by February 1<sup>st</sup> in the year of retirement to receive payment in the July immediately following the year of retirement.

Failure to notify the Superintendent and Business Administrator by February 1<sup>st</sup> of the year of retirement may delay the payment to the second July after the year of retirement.

#### **ARTICLE XIII**

# 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 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.
- 3. 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, with the prior approval of the Superintendent for the purposes of attending the funeral services.
- 4. Leaves taken pursuant to the above shall be in addition to any sick leave to which the teacher is entitled.
- 5. Absences for good cause may be approved at the discretion of the Superintendent when the paid leave provisions have been exhausted, and the teacher will be docked 1/200 of his/her annual salary per day.

#### ARTICLE XIV

# EXTENDED LEAVES OF ABSENCE

- 1. 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) 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 fewer 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.
- (e) Any teacher granted maternity leave for the birth of her child shall be presumed to be disabled for four weeks before the anticipated date of birth and for four weeks after the actual date of birth and may use accumulated sick leave during those periods without medical proof of actual incapacity to work.

Sick leave may be used before or after this presumed period of disability, with proof of medical incapacity to work from her physician, subject to review by the Board physician as in any other sick leave request.

Medical insurance shall continue during any paid disability period related to pregnancy and childbirth.

2. 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.

- 3. All requests for extension or renewal of leave shall be submitted and answered in writing where time permits this to be possible. Requests shall be submitted and answered in writing.
- 4. Teachers on a leave without pay for child-rearing purposes may continue their medical insurance under the provisions of the COBRA law that applies to employees who have terminated employment and shall pay the premiums for such coverage as do other employees with COBRA coverage.

# ARTICLE XV

### 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 XVI**

# **INSURANCE PROTECTION**

1.(a) The Board of Education shall pay the premiums for full coverage for Direct 15, or alternatively any less expensive plan that is equal to or better than Direct 15, for all teachers and their dependents under the New Jersey School Employees Health Benefits Program (SEHBP) as currently in effect. All teachers shall contribute an amount equal to the amount set forth in New Jersey P.L. 2011, Chapter 78. Employees choosing a more expensive plan than Direct 15 or its less expensive alternative will pay the difference in cost.'

As per New Jersey P.L. 2011, Chapter 78, the Board of Education will establish a Section 125 Plan. A copy of the plan shall be kept on file in the Board office with a copy sent to the Association.

- (b) Effective January 1, 2021, any employee hired on or after July 1, 2020 who is eligible for health benefits shall be enrolled in the New Jersey Educators Health Plan ("NJEHP"). All such employees shall remain enrolled in the NJEHP, or the Garden State Health Plan ("GSHP") following its availability on July 1, 2021, or shall waive coverage through December 31, 2027. Effective January 1, 2021, any employee hired prior to July 1, 2020 who is eligible for health benefits may enroll in NJ Direct 10, NJ Direct 15, NJEHP, or GSHP (when available). Employees enrolled in the NJEHP or GSHP shall make payments toward the cost of coverage in accordance with P.L. 2020, c. 44 ("Chapter 44"). Employees enrolled in any other health benefit plan shall make payments toward the cost of coverage in accordance with P.L. 2012, c. 78 ("Chapter 78").
- (c) The Board will pay the following amounts to employees who waive health insurance coverage with proof of alternative insurance coverage:

Single – The lesser of \$1,600 or 25% of the annual premium.

Parent/child – The lesser of \$2,200 or 25% of the annual premium.

Employee/spouse – The lesser of \$3,500 or 25% of the annual premium.

Family – The lesser of \$4,000 or 25% of the annual premium.

2. 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.

- 3. 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, 2020. 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.
- 4. Plan benefits descriptions shall be distributed by the Secretary of the Board upon receipt of such plan descriptions from the carriers.

### **ARTICLE XVII**

#### **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 XVIII

# 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 within the scope of the teacher's teaching assignment, 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 \$648.00 per credit or the cost of the Rutgers School of Education tuition per credit, but shall not receive an amount higher than the actual tuition cost for the course. It is preferred that such courses be taken at an institution accredited by NCATE, TEAC, or Middle States Association's Commission on Higher

Education or the equivalent regional accrediting body. Pursuant to statute, in order to be eligible for reimbursement, the teacher must obtain a final grade average of B or better, or a pass in a pass/fail course, for each course which reimbursement is sought and shall submit the teacher's official transcripts, tuition, course and receipt of payment to the college or university. Reimbursement for graduate school courses shall be limited to twelve (12) credits for 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.
- 4. Any advancement on the salary guide, based on success course completion, may only occur effective on February 1 or September 1. Inservice courses are not eligible for advancement on the salary guide.
- 5. 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 by the Board is required, and the teacher shall make the request at least seven (7) calendar days prior to the Board meeting at which consideration of the request will occur. The foregoing is exclusive of the two (2) days granted for teacher attendance at the N.J.E.A. Convention.

# **ARTICLE XIX**

#### 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. The Board shall provide a copy of the Agreement to employees via email.
- 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 atSea Girt Elementary School Sea Girt, New Jersey 08750

- (b) If by the Board, to Association President atSea Girt Elementary School, Sea Girt, New Jersey 08750
- 5. The 2019-2020 base salary for staff members shall be established by the mutually agreed upon scattergram summary. In each year, the amount of the increase shall include the salary increment paid in the prior year. Salary adjustments may result in a modification of current salary guides, scales and steps. Salary distribution and salary guide construction shall be mutually agreed to by the Board and the Association. All other stipends, ratios, longevity amounts and remuneration items not changed in the Memorandum of Agreement or a Tentative Agreement shall remain unchanged for the successor Agreement.
- 6. The child/ren of a nonresident teacher may be permitted to attend the Sea Girt Elementary School at a reduction of 50% tuition for each school year, pursuant to Sea Girt Policy 5111 "Eligibility of Resident/Nonresident Students" which sets forth the option for the child/ren of nonresident staff members to attend the Sea Girt Elementary School, in pertinent part, in the section titled, "Children of Nonresident Staff Members".

The teacher parent/guardian of the nonresident student is responsible for payment on a monthly basis of the costs associated with any related and extraordinary services, above and beyond those calculated in the regular education tuition fee.

The Board shall not be responsible for the transportation to or from school of the child/ren of a nonresident teacher.

# **ARTICLE XX**

# **DURATION OF AGREEMENT**

- 1. This agreement shall be effective as of July 1, 2023 and shall be effective until June 30, 2026 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:		Ву:		
	(President)		(President)	
By:		Ву:		
	(Secretary)		(Secretary)	

SCHEDULE "A"
SEA GIRT TEACHERS' SALARY GUIDE
2023-2024

STEP	BA	BA+15	BA+30/MA	MA+15	MA+30
1	68,733	69,433	70,508	70,733	71,008
2	69,433	70,133	71,208	71,433	71,708
3	70,133	70,833	71,908	72,133	72,408
4	70,833	71,533	72,608	72,833	73,108
5	71,558	72,258	73,333	73,558	73,833
6	72,308	73,008	74,083	74,308	74,583
7-8	73,058	73,758	74,833	75,058	75,333
9	74,058	74,758	75,833	76,058	76,333
10	75,258	75,958	77,033	77,258	77,533
11-12	76,458	77,158	78,233	78,458	78,733
13	77,958	78,658	79,733	79,958	80,233
14	79,158	79,858	80,933	81,158	81,433
15	80,358	81,058	82,133	82,358	82,633
16	81,558	82,258	83,333	83,558	83,833
17	82,958	83,658	84,733	84,958	85,233
18	84,658	85,358	86,433	86,658	86,933
19	86,658	87,358	88,433	88,658	88,933
20	88,683	89,383	90,458	90,683	90,958
OG			95,582		

All column movement shall be in accordance with Article XVIII.4.

SCHEDULE "A"
SEA GIRT TEACHERS' SALARY GUIDE
2024-2025

STEP	BA	BA+15	BA+30/MA	MA+15	MA+30
1	69,918	70,818	71,893	72,118	72,393
2	70,618	71,518	72,593	72,818	73,093
3	71,318	72,218	73,293	73,518	73,793
4	72,018	72,918	73,993	74,218	74,493
5	72,743	73,643	74,718	74,943	75,218
6	73,493	74,393	75,468	75,693	75,968
7	74,243	75,143	76,218	76,443	76,718
8-9	75,243	76,143	77,218	77,443	77,718
10	76,443	77,343	78,418	78,643	78,918
11	77,658	78,558	79,633	79,858	80,133
12-13	79,033	79,933	81,008	81,233	81,508
14	80,333	81,233	82,308	82,533	82,808
15	81,683	82,583	83,658	83,883	84,158
16	83,083	83,983	85,058	85,283	85,558
17	84,583	85,483	86,558	86,783	87,058
18	86,283	87,183	88,258	88,483	88,758
19	88,283	89,183	90,258	90,483	90,758
20	90,283	91,183	92,258	92,483	92,758
OG			97,182		

All column movement shall be in accordance with Article XVIII.4.

SCHEDULE "A"
SEA GIRT TEACHERS' SALARY GUIDE
2025-2026

STEP	BA	BA+15	BA+30/MA	MA+15	MA+30
1	71,333	72,433	73,508	73,733	74,008
2	72,033	73,133	74,208	74,433	74,708
3	72,733	73,833	74,908	75,133	75,408
4	73,433	74,533	75,608	75,833	76,108
5	74,133	75,233	76,308	76,533	76,808
6	74,883	75,983	77,058	77,283	77,558
7	75,633	76,733	77,808	78,033	78,308
8	76,633	77,733	78,808	79,033	79,308
9-10	77,833	78,933	80,008	80,233	80,508
11	79,033	80,133	81,208	81,433	81,708
12	80,333	81,433	82,508	82,733	83,008
13-14	81,633	82,733	83,808	84,033	84,308
15	83,033	84,133	85,208	85,433	85,708
16	84,533	85,633	86,708	86,933	87,208
17	86,233	87,333	88,408	88,633	88,908
18	88,033	89,133	90,208	90,433	90,708
19	89,933	91,033	92,108	92,333	92,608
20	91,883	92,983	94,058	94,283	94,558
OG		0	98,782		

All column movement shall be in accordance with Article XVIII.4.

SCHEDULE "B"

# **Sea Girt School District**

A remuneration shall be paid for extra-curricular positions according to the following schedule: ACTIVITY

	2023-2024	2024-2025	2025-2026
Home Bound Instruction	\$61.51	\$63.45	\$65.45
Summer School Teacher	\$3,212.15	\$3,313.33	\$3,417.70
Team Leader	\$1,978.65	\$2,040.98	\$2,105.27
Safety Patrol Advisor	\$813.90	\$839.54	\$865.99
Drama Club Advisor	\$2,718.99	\$2,804.64	\$2,892.99
Assistant Drama Club Advisor	\$1,363.73	\$1,406.69	\$1,451.00
Overnight Field Trip Chap.	\$572.73	\$590.77	\$609.38
Coach-in-Charge of Athletics	\$2,421.15	\$2,497.42	\$2,576.09
Boys Soccer Coach	\$3,636.58	\$3,751.13	\$3,869.29
Girls Soccer Coach	\$3,636.58	\$3,751.13	\$3,869.29
Baseball Coach	\$3,636.58	\$3,751.13	\$3,869.29
Softball Coach	\$3,636.58	\$3,751.13	\$3,869.29
Boys Basketball Coach	\$4,838.71	\$4,991.13	\$5,148.35
Girls Basketball Coach	\$4,838.71	\$4,991.13	\$5,148.35
Tennis Coach	\$3,636.58	\$3,751.13	\$3,869.29
Lunchtime Study Hall Advisor	\$2,839.56	\$2,929.01	\$3,021.27
Cheerleading Coach	\$3,397.83	\$3,504.86	\$3,615.26
Graduation Class Advisor (includes yearbook)	\$1,609.71	\$1,660.42	\$1,712.72
Graduation/Music Director	\$1,374.56	\$1,417.86	\$1,462.52
Out-of-School Hours**	\$61.51	\$63.45	\$65.45

Detention Proctor	\$2,470.61	\$2,548.43	\$2,628.71
Peer Leader Advisor	\$2,224.64	\$2,294.72	\$2,367.00
Peer Leader Assistant Advisor	\$1,499.96	\$1,547.21	\$1,595.95
Teacher-in-Charge	\$2,470.61	\$2,548.43	\$2,628.71
Newspaper Advisor	\$2,262.00	\$2,333.25	\$2,406.75
Technology Facilitator	\$2,716.59	\$2,802.16	\$2,890.43
Model UN Advisor	\$2,224.74	\$2,294.82	\$2,367.11
Band Director Grades 4-8	\$2,718.99	\$2,804.64	\$2,892.99
Lunchroom Advisor	\$2,839.56	\$2,929.01	\$3,021.27
Recess Advisor	\$2,839.56	\$2,929.01	\$3,021.27

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

<sup>\*\*</sup> Out-of-School Activities remuneration is to be paid when ordered by the Superintendent.

<sup>\*\*\*</sup> All positions will have written job descriptions.