



OGEA



OCEAN GATE EDUCATION ASSOCIATION

NEGOTIATED CONTRACT

July 1, 2022- June 30, 2025

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ARTICLE 1
RECOGNITION

- A. The Board hereby recognizes the Ocean Gate Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the following personnel:

Full and Part Time Teachers
Librarians
Nurses
Technology Coordinator
Special Education Coordinator

But excluding:

Superintendents
School Business Administrators
Secretaries and Clerks
Custodians
Cafeteria Workers
Aides and Tutors

- B. Unless otherwise indicated, the terms "teachers" or "employees", when used hereinafter in this Agreement, shall refer to all teachers, librarians, coordinators, and nurses represented by the Association in the negotiating unit, as above defined, as listed in Paragraph A. and references to male teachers shall include female teachers.
- C. The term "teacher" shall include any certificated teaching position.

ARTICLE 2
NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with New Jersey Public Employer-Employee Relations Law in a good faith effort to reach agreement on all matters concerning the terms and conditions of members' employment. Any agreement so negotiated shall apply to all members recognized in ARTICLE 1, be reduced to writing, and presented to the full Board and the Association for consideration for final ratification.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of views, and make proposals and counter proposals. The Board shall make available to the Association for inspection all pertinent records, data, and information of the Ocean Gate School District that fall within public domain.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be

clothed with the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

- D. Except as this Agreement shall hereinafter otherwise provide, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.
- F. 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.
- G. Both the Association and the Board shall submit proposals to one another for negotiations through the office of the Superintendent no later than the April 30th prior to the first scheduled negotiations meeting preceding the expiration date of the contract in accordance with established collective bargaining laws in the State of New Jersey.

ARTICLE 3
GRIEVANCE PROCEDURE

- A. A grievance shall mean a complaint by members or representatives of members that there has been a misinterpretation, misapplication, or violation of policies, agreements or administrative decisions affecting terms and conditions of employment. A grievant shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting the grievance. He shall have the right to present his own appeal or to designate the Association representative of the Ocean-Gate Education Association, or any other representative of his own choosing. A grievance must be initiated within ten (10) school days of the occurrence or within ten (10) school days when the member would reasonably be expected to know of its occurrence.
 - 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.
 - 2. Any aggrieved member may be represented at all stages of the grievance procedure by himself or a representative of his choosing, but the Association shall be represented at all steps.
 - 3. The parties agree that all hearings under the adopted grievance procedure of this Agreement shall be conducted in private, and shall include only such parties in interest, witness, and the designated or selected representatives.

B. Procedures

1. Any member or the Association who has a grievance shall discuss it first with his/her Principal/Superintendent in an attempt to resolve the matter informally at that level.
2. If, as a result of this discussion, the matter is not resolved to the satisfaction of the member within five (5) school days, the member may set forth his complaint in writing to the Principal/Superintendent. The letter shall contain a request for a meeting with the Principal/Superintendent within five (5) school days after his/her receipt of the complaint. Following this meeting, the Principal/Superintendent shall communicate his decision to the member, in writing within three (3) school days. If a formal written grievance is not presented by the aggrieved party within a period of twenty-five (25) calendar days, then the grievance shall be disallowed.
3. If the grievance is not resolved to the member's satisfaction, the member may request a review by the Board of Education within ten (10) calendar days after the receipt of the Principal/Superintendent's written decision. The request for review shall be submitted in writing through the Principal/Superintendent who shall attach all related papers and forward the request of the Board of Education. The Board of Education shall render a decision within thirty (30) calendar days after the review is requested. At any meeting with the Board, the member may be represented by a person of his choosing.
4. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes a review by a third party, they shall so notify the Board through the Principal/Superintendent within ten (10) school days of receipt of the Board's decision or twenty (20) school days from Level Three request.
 - a. The following procedure will be used to secure the services of an arbitrator:
A request will be made to PERC according to their rules and regulations.
 - b. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on the parties.

ARTICLE 4
COMPLAINT PROCEDURES

A. State of Purpose:

To provide procedures for the investigation of a complaint involving pupils and teacher, or parent and teacher. Whenever a complaint merits notification of the members, the Superintendent shall meet with the member to discuss the possible solutions.

No adverse action shall be taken against a member as the result of a complaint without the member first having an opportunity to respond and have counsel of the member's own choosing.

B. Procedural Steps:

1. **Step One:** Member and pupils, or member and parents should confer at this step to attempt to resolve any and all complaints. Any unresolved complaints will then be processed through Step Two.
2. **Step Two:** Any complaint unresolved under Step One will be reviewed by the Superintendent in an attempt to resolve the matter to the satisfaction of all parties concerned. If the matter still remains unresolved, it will be processed under Step Three.
3. **Step Three:** If the Superintendent is unable to resolve this complaint to the satisfaction of all parties concerned, he/she shall forward the results of his/her investigation along with his/her recommendations, in writing, to the Board of Education and a copy to all parties concerned.
4. **Step Four:** After receipt of the Superintendent's findings and recommendations, and before action thereon, the Board of Education shall afford the parties the opportunity to meet with the Board and show cause why the Superintendent's recommendation should not be followed. All parties shall have the right of representation before the Board of Education, which right includes representation by any representative of the parties choosing.
5. **Step Five:** Copies of the action taken by the Board of Education shall be forwarded to all parties.

ARTICLE 5
MEMBER RIGHTS

- A. "Pursuant to NJSA 34:13A-1.1 *et seq.*, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by NJSA 34:13 A-1 *et seq.* or any other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall

not discriminate against any employee 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 any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution in any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. This language is subject to subsequent legislative amendments."

- B. Nothing contained herein shall be construed to deny or restrict to any member such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to members hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No member shall be formally disciplined, formally reprimanded, reduced in rank or compensation, without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Whenever any teaching staff member is required to appear before the Board of Education or any committee or member 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 he/she shall be given 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.
- E. No member shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. Any criticism by a supervisor, administrator, or Board member of a member or his/her instructional methodology shall be made in confidence and not in the presence of pupils, parents, co-workers or public gatherings.

ARTICLE 6
ASSOCIATION RIGHTS AND PRIVILEGE

- A. Whenever any representative of the Association or any member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Superintendent of the building shall be notified in advance of the time and place of all such meetings. Approval shall be required in accordance with Board policy.
- C. Representatives of the Association and the New Jersey Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

- D. The Association shall have the right to use facilities and equipment at reasonable times when such equipment is not otherwise in use.
- E. The Association shall have the exclusive use of a bulletin board in the Faculty Lounge. The Board reserves the right to post communications to members on said bulletin boards.
- F. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary for Association business.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the members, and to no other organization.
- H. All new members shall be given a copy of the current negotiated agreement between the Ocean Gate Education Association and the Ocean Gate Board of Education upon approval of employment, by Resolution of the Ocean Gate Board of Education. The Ocean Gate Education Association will be responsible for providing the newly hired member with a current copy of the negotiated contract, including any amendments made after initial ratification.

ARTICLE 7
IN-SCHOOL WORK YEAR

- A.
 - 1. The in-school work year for all members shall not exceed 183 days for the 2022-2023, 2023-2024, 2024-2025 school years. The additional days will provide in-service professional development experience that will attempt to assist the teacher in attaining the required 100 hours of continuing education. Any days in excess of 180 shall be used for administrative/professional purposes and shall not include pupil contact time.
 - 2. Beginning July 1, 2022, the Board will hold five (5) after school faculty meetings during the school year. Such meetings shall be a maximum of forty-five (45) minutes in duration, and shall not occur before the school day begins. The scheduling of the meetings shall solely be within the discretion of the Superintendent with adequate notice provided to the Association.
- B. A member must be employed for at least ninety-one (91) teaching days of any school year to be eligible for a full credit of one year of service toward the next increment step for the following year.
- C. The school calendar shall be constructed by the Superintendent. The Association will review a draft of the Superintendent's recommendations with respect to the school calendar for the ensuing school year by March 1st.

- D. The Board, in determining said calendar, will consider the recommendations of the Association. The Board will advise the Association concerning any deviations from such recommendations prior to the adoption of or any changes in the official school calendar.
- E. The in-school work year shall include days between September 1 and June 30 when pupils are in attendance, orientations days, and any other days on which member attendance is required.
- F. One additional in-service day within the 180 day pupil calendar shall be an early dismissal day for students.
- G. The last four (4) days of the school calendar shall be early dismissal days for students.
- H. The day before Thanksgiving will be an early dismissal day for pupils and staff. The last day of school before Christmas holiday shall be an early dismissal. The last day of school before the Easter break shall be an early dismissal.

ARTICLE 8
TEACHING HOURS AND TEACHING LOAD

- A. As professionals, members are expected to devote to their assignments the time necessary to meet their responsibilities.
- B. The arrival and departure times for all members shall be designated by the Board of Education prior to the school year. If the Board intends to change the starting time for members on a regular basis, it shall give the Association written notice of such a change.
- C. In the event there are to be double sessions, the Board shall enter into negotiations with the Association over negotiable work day provisions for special subject members prior to the implementation of double sessions.
- D. The work day for all teaching staff members will be from 8:15 a.m. to 3:15 p.m. A member shall be present on each playground from 8:25 a.m. to 8:30 a.m. to supervise students' arrival to school. Each member shall be responsible for the dismissal of his/her own class at 3:05 p.m. Members have the responsibility to devote additional time, as necessary, for instructional preparation and professional obligations.
- E. During their duty-free lunch periods, teachers shall not leave the building without signing out in the appropriate ledger.
- F. Educational trips are to be normally scheduled during the pupils' school day. On occasion, it is necessary for members to overextend these hours.
- G. Member participation in educational trips which extend overnight or on weekends shall be voluntary.

- H. A Lunch Aide will be on duty in the All-Purpose Room during student lunches. A Duty Teacher will be immediately available in the event of problems. The Duty Teacher will be available for duty in the All-Purpose Room during student lunches in the event the Lunch Aide is not available for duty on a specific day. This coverage is limited to emergencies and is not intended to be used as a substitute.

The duty roster shall be maintained by the Superintendent and a copy shall be afforded to the Association.

All full-time teachers shall have a maximum of one (1) playground duty per week. The President of the Ocean Gate Education Association shall have a duty-free schedule. The duty-free schedule afforded the OGEA President will be agreed upon by the members of the Association receiving representation as established by current practice.

- I. Members shall not be required to be present when specialist teachers, such as teachers of art, music, library, physical education, technology, etc., are working with their pupils. This time is to be considered preparation and/or conference time by the teachers so relieved. Full-time teachers shall be guaranteed a minimum of one hundred and fifty (150) minutes of duty-free preparation time a week within the confines of the student day, in at least twenty-five (25) minute consecutive blocks. Part-time teachers shall receive a proportionate percentage of preparation time computed on the number of weekly work days of employment.

ARTICLE 9 PROFESSIONAL RESPONSIBILITIES

- A. All part-time teachers shall be required to attend Back to School Night, the Holiday Concert, fall and spring conferences and Graduation if they take place on a day that the member works in the Ocean Gate School District. Attendance by all full-time staff members shall be required at the Back to School Night (date to be determined by the Superintendent), the Holiday Concert, fall and spring evening conferences, to be held from 4:00-6:00 p.m., (date to be determined by the Superintendent), and Graduation (date to be determined by the approved school calendar).
- B. The Association's view or views of an individual member or groups of members on matters relating to administrator/member or Board/member relationships shall not be discussed in front of, or in the presence of, pupils or parents during contracted hours.
- C. The Association and its individual members shall protect all property of the Board of Education, members, parents, and pupils against loss, damage, or deliberate destruction, and shall report any loss, damage or destruction of property, which occurs at any time during contracted hours. This reporting shall be to the Superintendent.

ARTICLE 10
NON-TEACHING DUTIES

- A. The Board and Association acknowledge that the teacher's primary responsibility is to teach and that their energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
1. Members shall not be required to perform the following duties:
 - a. Non-professional assignments, including but not limited to milk distribution.
 - b. Counting or accounting for money from students.
 - c. Delivering books to or from classrooms.
 - d. Keeping New Jersey School Registers.
 2. For the duration of this Contract, all standardized tests will be machine scored. Members will continue to enter scores on cumulative record folders.

ARTICLE 11
TEACHER EMPLOYMENT

- A. Teachers shall be notified of their contract and salary status for the forthcoming year no later than May 15th if a salary agreement has been negotiated for the ensuing year. Such notification shall be consistent with statute.
- B. Prior to April 1st, each member and instructional staff member who wishes to change duty assignments shall present to the Superintendent a written statement of their preference for assignment for the following school year. Such statement shall be specific regarding the member's preference for regular instruction assignment and any extra duty preferences. Each request shall include:
1. Specific evidence of their professional preparation for the requested assignment, including semester hours and grades earned in such preparation.
 2. A specific statement of past professional experience in the type of assignment being requested.
 3. All teachers shall be given a tentative written notice of their class/subject assignment and room assignment for the forthcoming year no later than June 30th of the prior year.

Every consideration will be given to staff member requests, but final authority for placements and transfer must be reserved for the Superintendent under current legislation outlining their duties and responsibilities.

C. 18A:27-10- NON-TENURE TEACHING STAFF MEMBERS: OFFER OF EMPLOYMENT FOR NEXT SUCCEEDING YEAR OR NOTICE OF TERMINATION BEFORE APRIL 30TH:

On or before April 30th in each year, every Board of Education in this State shall give to each non-tenure teaching staff member continuously employed in it since the preceding September 30th either:

1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or policies of the Board of Education, or
2. A written notice that such employment will not be offered.

D. 18A:27-11- FAILURE TO GIVE TIMELY NOTICE OF TERMINATION AS OFFER OF EMPLOYMENT FOR NEXT SUCCEEDING YEAR:

Should any Board of Education fail to give to any non-tenured teaching staff member either an offer of contract for employment for the next succeeding year or a notice that such employment will be offered, all within the time and in the manner provided by this Act, then said Board of Education shall be deemed to have offered to that teaching staff member continued employment of the next succeeding school year upon the same terms and conditions, but with such increases in salary as may be required by law or policies of the Board of Education.

E. 18A:27-12- NOTICE OF ACCEPTANCE/DEADLINE:

If the teaching staff member desires to accept such employment, he shall notify the Board of Education of such acceptance, in writing, on or before June 1st, in which event such employment shall continue as provided for herein. In the absence of such notice of acceptance the provisions of this Article shall no longer be applicable.

ARTICLE 12
SALARIES

- A. The basic salaries in this negotiated contract are expected to cover all services rendered by the member in connection with teaching assignment, supervision of students, in-service improvement programs, and any other duties pertaining to school activities.
- B. When a member of the professional staff acquires a Master's Degree or a Doctorate conferred by a college or university whose course are acceptable to the New Jersey Board of Examiners, or acquires fifteen (15) or thirty (30) credits beyond the Bachelor's Degree or fifteen (15) or thirty (30) credits beyond the Master's Degree, the member shall be placed on the proper column of the salary guide. This adjustment will be recommended to the Board of Education by the Superintendent when final proof of such degree is presented by the Superintendent. Placement on a new column shall occur effective on the September 1st or February 1st following fulfillment of the requirements to move to a

new column. In order to be moved to a new column, a member must submit proof of credit and/or degree completion by September 1st for an October 1st effective change or by February 1st for a March 1st effective change. If a deadline date is missed the change will be effective on the next October 1st or March 1st, as relevant.

- C. Credit for military service up to a maximum of four (4) years of credit, and/or up to two (2) years of service in the Peace Corps shall be granted on the appropriate salary schedule.

No new member shall be paid more than members presently employed for the same years of experience and credits, degrees and/or military service and/or Peace Corps service.

Prior teaching experience, military service, or Peace Corps service shall be verified and evaluated by the Superintendent.

- D. Members employed on a ten-month basis shall be paid in twenty (20) equal semi-monthly installments.
- E. Teachers may individually elect to have part of their monthly salary deducted from their pay and deposited into First Financial Credit Union. Said monies shall be forwarded to the credit union by the Board's Business Administrator/Board Secretary.
- F. Members will be compensated for extra-curricular activities at an hourly rate as outlined below. All proposed extra-curricular activities must be submitted in writing to the Superintendent. The Superintendent will make a presentation to the Board of Education at the next regularly scheduled Board of Education meeting. All extra-curricular activities are required to receive prior Board approval.

Extra-Curricular Activities

2022-2023	\$38.00
2023-2024	\$38.00
2024-2025	\$38.00

- G. When a payday falls on or before a school holiday, vacation, or weekend, members shall receive their paychecks on the last previous working day.
- H. Members shall receive their final checks on the last scheduled workday in June (particular reference is given to NJS 18A:29-4 "Withholding Salary for Failure to Perform Duties").
- I. The duties of the Teacher-in-Charge, Assistant Teacher-in-Charge, Safety Patrol, Professional Development Chairperson, and Sixth Grade Teacher will be as outlined in Board Policy. A copy of this policy shall be given to the Association. Compensation as outlined below:

Teacher-in-Charge

2022-2023	\$1,500.00
2023-2024	\$1,500.00
2024-2025	\$1,500.00

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Assistant Teacher-in-Charge

2022-2023	\$600.00
2023-2024	\$600.00
2024-2025	\$600.00

Safety Patrol

2022-2023	\$400.00
2023-2024	\$400.00
2024-2025	\$400.00

Professional Development Chairperson

2022-2023	\$450.00
2023-2024	\$450.00
2024-2025	\$450.00

Sixth Grade Teacher

2022-2023	\$450.00
2023-2024	\$450.00
2024-2025	\$450.00

J. Spring Music Concert

For the date of the Spring Music Concert, the music teacher will be paid a flat rate of \$175.00. For assistance with the Spring Music Concert, the Board will pay a(n) individual(s) up to a maximum of four (4) hours at the rate of \$38.00 per hour. Such monies for assistance are capped at \$152.00

K. Breakfast Supervisor

The position of Breakfast Supervisor shall be eliminated. Breakfast will be served in the classroom.

L. Salary guides will be included at the end of the negotiated contract between the Ocean Gate Board of Education and the Ocean Gate Education Association.

ARTICLE 13
HEALTH INSURANCE

- A. The Board agrees to continue to assume full cost of the premiums for health insurance coverage, New Jersey Public School Employees coverage less the employee contribution under Chapter 78, P.L. June 28, 2011, for either the individual or family for all tenured full-time Association members. All newly hired full-time employees in the bargaining unit have single family coverage until they reach tenure.

Health Benefit coverage has been changed from Horizon BCBS Direct 10 to Horizon BCBS Direct 15.

In order to offset the cost of the Health Benefits increase, effective July 1, 2019, there will be a stipend given at the end of every school year of this contract to each member who receives health benefits through Ocean Gate Board of Education. There is a total of \$15,000 available each year for the duration of this contract.

The Board further agrees to continue payment of the premiums for existing Major Medical coverage for full-time Association members.

The Board shall provide and pay the premiums for the Prescription Drug Program described and subject to the same employee contributions as described above.

The Board may substitute coverage with any plan, provided such coverage is equal to or better than the insurance originally provided and subject to the same employee contributions.

This program is open to all local employees and must be offered to every full-time member working an average of thirty (30) hours per week, as well as all elected and appointed officials receiving a salary.

B. The Board shall provide a full family dental program for full-time members known as the Delta Dental Plan of New Jersey, Plan 111A as described in the insurance proposal dated December 23, 1987.

C. All members presently employed as of April 1, 1991 shall be grand-fathered for part-time member benefits. Those presently enrolled shall also be protected. Those benefits include all benefits currently offered to full-time members if eligible.

1. The part-time member benefits are determined by the amount of days in this district. The part-time members shall receive a proportionate amount paid on the premium based upon the number of days in this district.
2. All other benefits remain the same. There shall not be a determination of benefits for any member nor any reduction in coverage.

Members, upon retirement, shall be given the right to convert their medical coverage provided that the retiree will pay the current annual premium- dental and prescription plans included.

D. During any unpaid leave of absence, insurance plans mentioned in the Article will be continued for one (1) year. The Board agrees to make the initial payment. After that time, the member may continue his/her coverage for an eleven (11) month period or as long as is permitted by the provider.

E. The Board shall be provided an opportunity to present a new plan to the member group and this presentation shall be at a convenient time arranged by both parties. This does not give the Board the arbitrary right to change carriers. This shall be a presentation.

- F. The Board shall provide vision insurance subscribed from Vision Services Plan hereinafter known as Modified Plan A. This plan has a \$25.00 copay and a current base of \$4.62- member only coverage and member and dependent coverage of \$9.92. The dependent coverage may be elected by the member by meeting the additional premium. This plan shall be open to all full and part-time members.
- G. Employees shall contribute an amount established by P.L. 2011, Chapter 78 toward payment of premiums. Should P.L. 2011, Chapter 78 be repealed during the term of the agreement, the Association agrees to meet with the Board and reopen negotiations on the issue of health benefits contributions. The obligation of employees to contribute toward their medical insurance cost shall be effective upon their employment with the Board.

ARTICLE 14
TEACHER FACILITIES

- A. Each school shall have the following facilities:
1. Space in each classroom in which members may store instructional materials and supplies.
 2. A member work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 3. An appropriate furnished room which shall be reserved for the exclusive use of members as a faculty lounge. Although members shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff. (A separate, private dining area for the use of teachers.)
 4. A serviceable desk, chair, and filing cabinet for the exclusive use of each member.
 5. Suitable closet space for each member to store coats and personal articles.
 6. Copies, exclusively for each member's use, of all texts used in each of the courses he/she is to teach.
 7. Adequate chalkboard, whiteboard, and dry eraser board space in every classroom.
 8. Adequate books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.
 9. Air conditioning for the Members' Lounge.
 10. Upon request of the Association, vending machines shall be installed in the Members' lounge area.

ARTICLE 15
SICK LEAVE

A. Definition of Sick Leave (NJS 18A:30-1)

"Sick leave is hereby defined to mean the absence from his/her post of duty, of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in her/her immediate household."

B. Sick Leave Available (NJS 18A:30-2)

1. "All persons holding any office, position, or employment in all local school districts, regional school districts, or county vocational schools of the State who are steadily employed by the Board of Education or who are protected by tenure in their office, position, or employment under the provisions of this or any other law, except persons in the classified services of the Civil Service under Title II, Civil Service of the revised statutes shall be allowed sick leave with full pay for a minimum of eleven (11) school days in any school year."

In this district, eleven (11) days shall be the maximum granted per year. Accumulated sick leave shall be governed by paragraph "E" of this Article. Part-time teachers shall be allowed a proportionate percentage computed on the number of weekly work days of employment.

2. Members newly hired on or after October 1 shall be credited at a pro-rated rate at the time of hire.

C. Restoration of Sick Leave

Previously accumulated unused leave days shall be restored to a returning Member upon the recommendation of the Superintendent and approval by the Board of Education. The Superintendent shall inform the returning member of the number of accumulated sick leave days which shall be restored. This notification shall be in writing and shall occur prior to the Board's vote to appoint. Any request for additional previously accumulated sick leave time must be made to the Superintendent in writing prior to the Board's vote to appoint.

D. Accumulate Sick Leave (NJS 18A:30-3)

"If any such person requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years."

E. Physician's Certification Required for Sick Leave (NJS 18A:30-4)

"In case of sick leave claimed, a Board of Education may require a physician's certification to be filed with the Secretary of the Board of Education in order to obtain a sick leave."

F. Payment of Sick Leave for Service Connected Disability (NJS 18A:30-2.1)

"Whenever any employee, entitled to sick leave under this Chapter is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, his/her employer shall pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in the sections NJS 18A:30-2 and NJS 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 Labor and Workmen's Compensation, of the revised statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability."

G. All members will receive payment for accumulated sick leave upon leaving the district. All parties agree to the following:

1. Only days earned in Ocean Gate School District shall be paid.
2. Payment for sick leave accumulated shall be based on the following:

10-20 years teaching	\$65.00 for each accumulated day
21 or more years teaching	\$80.00 for each accumulated day
3. The unused portion of sick leave days by a member in service in the Ocean Gate School District may be accumulated up to one hundred and eighty (180) days. In June, the school secretary shall submit to each member the number of sick leave days accumulated by him/her.
4. The provisions of Paragraph G. shall apply to any member who passes away or who becomes permanently disabled.
5. The member or his/her Estate shall have the option of receiving said monies in no more than two (2) payments to be not longer than one (1) year from leaving, death or permanent disability.
6. Members shall notify the Board of Education of his/her intention to leave the District by January 1st to be eligible for a payment to be paid on July 1st. If notice is not received by January 1st it will result in payment of the monies on the following July 1st.

- H. Any member leaving the district must be tenured to receive payment. Payment shall be made to a member who fulfills the following requirements during a single year; contingent upon the member's continuation of employment or retirement:

Uses 0 sick days	\$300.00
Uses 1 sick day	\$200.00
Uses 2 sick days	\$100.00
Uses more than 2 sick days	\$ 0.00

The Board Office shall be notified no later than August 1st after completion of the previous school year, by the office of the Superintendent, of the number of members eligible and the amount of eligibility. The Board Office will then prepare the documentation necessary to issue checks to the eligible members on September 15th of the following school year.

ARTICLE 16
TEMPORARY LEAVE OF ABSENCE

- A. The provisions for temporary leave of absence at full pay stated below shall be for one (1) year and unused days shall not be accumulated for use in another year.

1. Death in the Immediate Family

All full-time staff shall be allowed up to five (5) calendar days without loss of pay in the event of death in the immediate family. The immediate family shall include father, mother, spouse, domestic partner (as defined in state guidelines and regulations), child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, or a relative living as a member of the immediate household.

Up to two (2) days without loss of pay shall be allowed all full-time staff in the event of death of the spouse's grandparent, brother-in-law, sister-in-law, niece, nephew, uncle, aunt or other significant people at the discretion of the Superintendent.

2. Military Service

All leaves of absence granted to members entering military service shall be governed by the New Jersey Statutes.

3. Reserve Field Training

Regular members shall be granted permission to engage in military reserve field training without deduction of pay as set forth in the New Jersey Statutes. There shall be strict adherence to New Jersey Statutes concerning pay for the member while the member is away on this leave. Whenever possible, reserve field training shall be conducted during summer months or when school is closed for pupils.

B. Emergency Requests

1. The definition of emergency shall mean a situation that cannot be foreseen or planned for in advance. Up to a maximum of three (3) days in any school year, for emergency leaves of absence, with or without pay, shall be a matter of discretion of the Superintendent.

C. In the event of the death of a member or student in the Ocean Gate School District, the Superintendent may grant (to an appropriate number of Members) sufficient time off to attend the funeral.

D. Other temporary leaves of absence with or without pay may be granted by the Board of Education for good reason upon the recommendation in writing of the Superintendent.

E. Leaves taken pursuant to Sections A, B, C, and D shall be in addition to any sick leave to which the member is entitled.

F. Professional Visitations

The Board shall, through budgeting procedures, make reasonable appropriations for members to take advantage of workshops, seminars and conferences. The Board agrees to pay the reasonable expenses incurred by members who attend such sessions upon prior approval.

G. Personal Business

Three (3) days shall be allowed each year to full-time teachers for Personal Business. Part-time teachers shall be allowed a proportionate percentage computed on the number of weekly work days of employment. Each member may choose to use personal day(s) before or after a Holiday or recess only one time throughout a given year, given three (3) days notice. Unused personal days shall be carried over to the next year as sick days.

Three (3) days notice to the Superintendent will be required for the use of personal days except in the case of an emergency.

ARTICLE 17
EXTENDED LEAVES OF ABSENCE

A. Military Leave

Military leave without pay shall be granted to any member who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment. All rights and benefits accrued will be protected under the New Jersey Statutes 18A:16-33 and 18A:29-11. These laws are titled "Tenure, Pension and Other Employment Rights in Military and Naval Services". (NJS 18A:29-11)

B. Disability Leave for Maternity

Disability leave for maternity is a period of time for the purpose of giving birth to a child when the member is physically unable to perform her duties as certified by her physician.

1. Disability leave shall commence and terminate on the date requested by the member governed by the terms of Number 2 below. Whenever possible, the district shall be notified at least six (6) weeks prior to the commencement of the leave and shall be informed of the date of return to active status.
2. Any pregnant member will be deemed eligible for sick leave to the extent allowable or to utilize accumulated sick leave commencing twenty (20) days prior to the expected date of birth (whichever date last occurs) and shall continue until twenty (20) working days or one (1) month after the birth of the child (thirty (30) days for Caesarian Section) whichever date first occurs.
3. No member shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse of specific duration between childbirth and the desired date of return.
4. The Board shall not remove any member from her duties during pregnancy unless the member cannot produce a certificate from her physician, that she is medically able to continue working.
5. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et seq., the Law Against Discrimination, nor in violation of the Constitution of the State of New Jersey and of the United States.

C. Child-Rearing Leave- Natural Childbirth or Adoption

1. A non-tenured member or a member with less than three (3) years of working experience in the Ocean Gate School shall be granted a child-rearing leave, without pay, for the remainder of the current school year in which the child is born or adopted.
2. A tenured member or a member with more than three (3) years of consecutive experience in the Ocean Gate School shall be granted a child-rearing leave, without pay, for the remainder of the current school year in which the child is born or adopted and for one (1) additional school year immediately thereafter. This extension for one (1) additional school year shall be made, in writing, to the Superintendent by April 1st of the current school year in which the child-rearing leave began.
3. While child-rearing leaves under 2. above are either for the balance of the year in which the child is born or for that period and for the full school year after the child is born, nothing in the above language shall prevent a tenured member and the Board from agreeing that a tenured member may return on other than the beginning of a school year if such return is administratively convenient to the Board. Such decision is not grievable.
4. In order to receive such a leave under 1. or 2. above, the member must apply for it in writing at least sixty (60) days before its commencement. In the case of adoption, since the date of

custody cannot be predicted in all cases, notice shall be given in writing at least sixty (60) days prior to the anticipated date of custody if possible and, if not, as soon as practicable.

5. In the case of natural childbirth, child-rearing leave must commence immediately following the last sick leave day under B.2. above.
 6. In the case of an adoption, child-rearing leave shall commence upon their receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
- D. Other extended leaves of absence without pay may be granted by the Board of Education on the recommendation of the Superintendent.
 - E. All benefits to which a member was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.
 - F. All extensions or renewals of extended leaves of absence shall be applied for prior to April 1st and granted in writing through the office of the Superintendent according to the provisions mentioned in the preceding paragraphs.
 - G. The Board shall grant a leave of absence without pay to any member to run for or serve in a state or national public office, such leave to be for a period of not less than two and one-half (2 ½) months (September 1st to November 15th) nor more than one (1) school year at a time subject to the possibility of the individual's yearly renewal. The school Board must be notified of a member's intention to seek office no later than July 1st, preceding the September in which such leave is to begin.

ARTICLE 18 CONTINUING EDUCATION

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

- A. The Board of Education shall reimburse members for tuition fees. Courses must be in the elementary education area or related to the Ocean Gate School curriculum and must receive prior approval of the Superintendent. Courses taken without approval shall be disallowed.
- B. To be eligible for approval, course work shall be at the graduate level (providing these graduate courses are not to be used for emergency certification.) Upon successful completion of the course with a passing grade, a transcript and receipts for tuition paid shall be submitted to the Board Secretary for reimbursement within thirty (30) days after the next scheduled Board meeting.

- C. Full-time tenured members will be reimbursed by the Board for up to a cap of \$4,500 available for all staff each year that will be divided among the staff that is approved for reimbursement. Part-time tenured members shall receive reimbursement by the Board for a proportionate amount of six (6) credits based on the number of days worked in the District.

ARTICLE 19
PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY

- A. Teachers and students shall be protected according to present statutes and regulations.
- B. Members shall immediately report cases of assault suffered by them in connection with their employment by filing the appropriate forms with the Superintendent.

ARTICLE 20
PROFESSIONAL IMPROVEMENT AND PROFESSIONAL DEVELOPMENT

- A. Professional Improvement Plan
 - All parties will follow NJ Statute
- B. Professional Development
 - 1. The Board of Education agrees to utilize full-day sessions designated for staff in-service training and identified as non-student contact days during the school year, or student year or a combination of both, for the purpose of providing at least twelve (12) hours of professional development opportunities per year, as established in NJAC 6:11-13 (Mandated Continuing Education for Teachers).
 - 2. The programs established for presentation on this day shall be planned and implemented by the District Professional Development Committee and it shall be the responsibility of the District Professional Development Committee to ensure the Program meets the requirements Code. Priority will be given to District Goals and Objectives.
 - 3. The Superintendent will maintain a record of the number of hours of continuing education for each member and provide each member with an accounting of his/her accumulated hours each June. Any discrepancies between the Superintendent and members' records should be noted within thirty (30) days of receipt of the Superintendent's records.

ARTICLE 21
DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its members' dues for the Ocean Gate Education Association and the New Jersey Education Association as said members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, NJ Public Laws of 1969 (NJSA 52:14-5, 9E) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the OGEA and NJEA. Member authorization shall be in writing on the appropriate forms.
- B. Each of the Associations named shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. Additional authorizations for dues deducted may be received after August 1st under rules established by the State Department of Education.
- D. Representation Fee
1. If any member does not become a member of the Association during any membership year (July 1st to June 30th) which is covered in whole or in part by this Agreement, said members 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 member's per capita cost services rendered by the Association as majority representative.
 2. Amount of Fee- Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues initiation fee 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 equal to 85% of that amount.
 3. Deduction and Transmission of Fee
 - a. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those members who have not become members of the Association for the current membership year. The Board will deduct from the salaries of such members the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
 - b. Payroll Deduction Schedule

The Board will deduct the representation fee thirty (30) days after notification by the Association.

c. Mechanics

Except as otherwise provided in the 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.

d. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph a. above and/or the amount of the representation fee, and such changes will be reflected in and deductions made at the next regularly scheduled pay date.

4. Indemnification

The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever, which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any member of any sum of money as a representation fee under the provision of this Agreement.

ARTICLE 22
MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.
- B. If any provision of this Agreement or any application of this Agreement to any member or group of members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other revisions or application shall continue in full force and effect.

ARTICLE 23
TEACHER OBSERVATION AND EVALUATION PROCEDURES

- A. All formal observations of the work performance shall be conducted with full knowledge of the member. The Superintendent may conduct informal observations at any time during the school year without the prior knowledge of the members.
- B. Open Evaluations
All observations of the work performance of a member shall be conducted openly with full knowledge of the member. The use of eavesdropping, public address, and similar surveillance devices shall be strictly prohibited.

A member shall be given a copy of any class evaluation at least one (1) day prior to the conference to discuss it.

No member shall be required to sign a blank or incomplete evaluation until after the member has read it, discussed it with the Superintendent, and signed it with or without comments from the members.

1. Evaluations shall be addressed to the member, shall be in writing, and include, when pertinent:
 - a. Strengths and weaknesses of the member as evidenced during the period since the previous report.
 - b. Specific suggestions as to measures which the member might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

C. Copies of Observations Evaluations

1. No observation report or evaluation report shall be placed in the member's file or otherwise acted upon, without prior conference with the member and the Superintendent.
2. No member shall be required to sign a blank or incomplete observation or evaluation form.
3. Members must sign all copies of observation or evaluation forms in the presence of the Superintendent at the conclusion of the conference described in Paragraph A. above. A signature on the form does not indicate agreement with the context but merely indicates that a conference was conducted.
4. In the event a member refuses to sign an observation or evaluation form as required in Paragraph C.3. above, the Superintendent shall so notate on the form prior to placement in the member's file.

D. Personnel File

A member shall have the right, upon request, to review the contents of his/her personnel file and shall be given a copy of evaluations and comments placed therein. A member shall have the right to submit comments in writing to all materials in his/her file and have these comments placed in the personnel file. Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents it shall not establish any secret evaluations which are not available for the member's inspection.

BASE YEAR

2021-22 Ocean Gate Teachers

Salary Guide Step	BA	BA+15	BA+30	MA	MA+30
1	54,770	55,270	55,770	56,270	56,770
2	55,270	55,770	56,270	56,770	57,270
3	56,020	56,520	57,020	57,520	58,020
4-5	57,120	57,620	58,120	58,620	59,120
6-7	58,820	59,320	59,820	60,320	60,820
8	60,520	61,020	61,520	62,020	62,520
8A	62,220	62,720	63,220	63,720	64,220
9	63,920	64,420	64,920	65,420	65,920
10	65,820	66,320	66,820	67,320	67,820
11	67,720	68,220	68,720	69,220	69,720
12	69,620	70,120	70,620	71,120	71,620
13	71,820	72,320	72,820	73,320	73,820
13A	74,070	74,570	75,070	75,570	76,070
14	76,570	77,070	77,570	78,070	78,570
15	79,470	79,970	80,470	80,970	81,470
16	82,720	83,220	83,720	84,220	84,720

YEAR 1

2022-23 Ocean Gate Teachers

Salary Guide Step	BA	BA+15	BA+30	MA	MA+30
1-2	55,800	56,300	56,800	57,300	57,800
3	56,550	57,050	57,550	58,050	58,550
4	57,650	58,150	58,650	59,150	59,650
5-6	59,350	59,850	60,350	60,850	61,350
7-8	61,050	61,550	62,050	62,550	63,050
8A	62,750	63,250	63,750	64,250	64,750
9	64,450	64,950	65,450	65,950	66,450
10	66,350	66,850	67,350	67,850	68,350
11	68,250	68,750	69,250	69,750	70,250
12	70,150	70,650	71,150	71,650	72,150
13	72,150	72,650	73,150	73,650	74,150
13A	74,150	74,650	75,150	75,650	76,150
14	75,745	76,245	76,745	77,245	77,745
14A	77,245	77,745	78,245	78,745	79,245
15	78,845	79,345	79,845	80,345	80,845
15A	80,720	81,220	81,720	82,220	82,720
16	82,720	83,220	83,720	84,220	84,720
17	83,720	84,220	84,720	85,220	85,720

YEAR 2

2023-24 Ocean Gate Teachers

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+30
1	56,430	56,930	57,430	57,930	58,430
2-3	57,030	57,530	58,030	58,530	59,030
4	58,130	58,630	59,130	59,630	60,130
5	59,830	60,330	60,830	61,330	61,830
6-7	61,530	62,030	62,530	63,030	63,530
8-8A	63,230	63,730	64,230	64,730	65,230
9	64,930	65,430	65,930	66,430	66,930
10	66,730	67,230	67,730	68,230	68,730
11	68,530	69,030	69,530	70,030	70,530
12	70,420	70,920	71,420	71,920	72,420
13	72,320	72,820	73,320	73,820	74,320
13A	74,220	74,720	75,220	75,720	76,220
14	75,820	76,320	76,820	77,320	77,820
14A	77,420	77,920	78,420	78,920	79,420
15	79,120	79,620	80,120	80,620	81,120
15A	81,020	81,520	82,020	82,520	83,020
16	83,020	83,520	84,020	84,520	85,020
17	84,720	85,220	85,720	86,220	86,720

YEAR 3

2024-25 Ocean Gate Teachers

Salary Guide

Step	BA	BA+15	BA+30	MA	MA+30
1-2	57,930	58,430	58,930	59,430	59,930
3-4	58,630	59,130	59,630	60,130	60,630
5	60,230	60,730	61,230	61,730	62,230
6	61,930	62,430	62,930	63,430	63,930
7-8	63,630	64,130	64,630	65,130	65,630
9	65,330	65,830	66,330	66,830	67,330
10	67,130	67,630	68,130	68,630	69,130
11	68,930	69,430	69,930	70,430	70,930
12	70,820	71,320	71,820	72,320	72,820
13	72,620	73,120	73,620	74,120	74,620
13A	74,420	74,920	75,420	75,920	76,420
14	76,220	76,720	77,220	77,720	78,220
14A	78,020	78,520	79,020	79,520	80,020
15	79,820	80,320	80,820	81,320	81,820
15A	81,720	82,220	82,720	83,220	83,720
16	83,720	84,220	84,720	85,220	85,720
17	85,720	86,220	86,720	87,220	87,720


ARTICLE 24
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2025, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. 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, attested by the Board Secretary and its corporate seal to be placed hereon to take effect on the day and year first written.
- C. The Ocean Gate Education Association shall pay the cost of having this contract prepared and printed for distribution to the members of the Association; and to present one printed copy to the Board for their review and filing in the Board Office at the completion of the printing process.

DATE: 7/7/2023

DATE: 2/7/2023

SIGNED: FOR THE BOARD




Board President




SBA/Board Secretary

SIGNED: FOR THE ASSOCIATION



Association President



Association Secretary