

2024-2028 AGREEMENT

between

***AVALON BOARD OF EDUCATION/STONE HARBOR BOARD
OF EDUCATION***

and

***AVALON EDUCATION ASSOCIATION/STONE HARBOR
EDUCATION ASSOCIATION***

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PREAMBLE

This agreement entered into this 1st of May, 2024, by and between the Board of Education of the Borough of Avalon, Cape May County, New Jersey and the Board of Education of the Borough of Stone Harbor, Cape May County, New Jersey, hereinafter called the “Boards” and the Avalon Education Association and Stone Harbor Education Association, hereinafter called the “Associations”.

WITNESSETH

WHEREAS, The Boards and the Associations recognize and declare that providing a quality education for the students of the Avalon School District and the Stone Harbor District is their primary aim, and

WHEREAS, The Boards have an obligation, pursuant to NJSA 34:13 A-1 et. seq., to negotiate with the Associations as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. Unit

The Boards recognize the Associations as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified teachers, nurses, librarians, counselors and child study team members whether under contract, on leave, presently employed or employed during the duration of the agreement by the Boards, but excluding the Chief School Administrator, Board Secretary, substitutes, custodians, cafeteria staff, secretarial staff, transportation staff, and all supervisors within the meaning of the Act.

B. Definition of Teacher

Unless otherwise indicated, the term "Teachers" when used hereinafter in the Agreement, shall refer to all certified employees represented by the Associations in the negotiating unit as above defined, and references to male or female teachers shall include any person recognized under this agreement.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJSA 34: 13A-1 et. seq., in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin in accordance with PERC rules in the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated and approved by the Boards and the Associations shall apply to all teachers, be reduced to writing, be adopted by the Boards, adopted by the Associations, and signed by both parties.

B. Modification

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.

C. Judicial Relief

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

D. Impasse

The Boards and the Associations agree that in the event an impasse is reached during negotiations that both sides will follow the procedures articulated by PERC.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A “grievance” is a claim by a teacher, group of teachers, or the Associations, based upon the interpretation, application, or violations of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of a teacher, group of teachers, or the Associations.

2. Aggrieved Person

An “aggrieved person” is the person, persons, or the Associations making the claim.

3. Days

The term “days” shall mean school days. School days shall include days when pupils are in attendance, any other days on which teacher attendance is required, and days on which the business office is open in the summer.

B. Purpose

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

C. Procedure

1. An aggrieved person shall institute action under the provisions hereof within ten (10) days of the occurrence complained of, or within ten (10) days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance.

2. An aggrieved person processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal

3. In the presentation of a grievance, the aggrieved person shall have the right to present his own appeal or to designate a representative or representatives of their representative Association to appear with him at any step in his appeal.

4. Whenever the aggrieved person appears with a representative or representatives, the Boards shall have the right to designate a representative or representatives to participate at any stage of the grievance procedure.

D. Steps

1. An aggrieved person shall first discuss his grievance with the Chief School Administrator. The Chief School Administrator shall respond to said discussion within two (2) days.

2. If the subject is not resolved to the aggrieved person's satisfaction through Step 1, he will then submit his grievance to the Chief School Administrator within five (5) days, in writing, specifying:

- a. the nature of the grievance and specify the clause(s) in the collective bargaining agreement that has been violated
- b. the basis of his dissatisfaction with the previous response
- c. remedies sought

A decision in writing shall be rendered by the Chief School Administrator within five (5) days of said discussion.

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

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

A copy of the writing called for above shall be furnished to the Chief School Administrator.

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

5. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Board shall, in writing, advise the aggrieved person and his representatives, if there are any, of their determination and shall forward a copy of said determination to the Chief School Administrator.

6. In the event the aggrieved person is dissatisfied with the determination of the Board, and if the Association feels that the grievance is meritorious, he shall have the right to request binding arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Public Laws 1974. At that time an arbitrator will be requested from PERC.

A request for binding arbitration shall be made no later than five (5) days following the determination by the Board.

Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved person and the Board shall mutually agree upon a longer time period within which to assert such a demand.

The arbitrator shall limit himself to the issue submitted. The arbitrator cannot add to, subtract from, or modify this Agreement.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and the Association, and each of the persons shall bear their own costs.

7. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

ARTICLE IV

TEACHER RIGHTS

A. Rights and Protection in Representation

Pursuant to NJSA 34:13A-1 et seq., the Boards hereby agree that all staff referenced in article 1A shall have the right freely to organize, join and support the Association in their respective building and its affiliates for the purpose of engaging in collective negotiations and other legal activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Boards undertake and agree that they shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Boards, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers by this Agreement shall be deemed to be in addition to those provided by New Jersey School Laws or other applicable laws and regulations.

C. Just Cause Provision

No teacher shall be disciplined, reprimanded, or reduced in compensation, without just cause. Discipline shall be administered in a progressive fashion. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth, provided however that nothing herein will affect the rights of the Board as defined by law.

D. Required Meetings or Hearings

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

Whenever a teacher wants to meet with a member of the Administration concerning the contract, he shall submit prior written notice of reasons for such a meeting to the Administration. Additionally, the teacher may bring representation to the meeting.

E. Personnel File

1. A teacher shall have the right, upon two days' notice, to review the contents of his personnel file and to receive copies of any documents contained therein. At least once every three (3) years, a teacher shall have the right to indicate any documents or other materials in his file, which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Chief School Administrator or his designee. If the Chief School Administrator or his designee deems the documents to be obsolete or otherwise inappropriate to retain, the documents shall be destroyed.

2. Although the Boards agree to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file, which is not available for the teacher's inspection.

3. Teachers shall sign the file copy of any document that is to be placed in the teacher's personnel file, and shall have the right to respond to said document within ten (10) business days. The sole purpose of the teacher's signature shall be to acknowledge receipt of a copy of the document. Any document covered by Section E.2. above is excluded from this provision.

F. Criticism

Any criticism by a supervisor, administrator, or Board member of a teacher and/or his/her instruction methodology shall be made in confidence and not in the presence of students, parents or during other public gatherings.

ARTICLE V

ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

A. Information

The Board agrees to furnish to the Association, in response to reasonable requests from time to time any information which is available to the public at large and which the Board is not legally prohibited from disseminating. This information will be supplied at no cost to the Association.

The minutes and agenda of the regular monthly Board meeting will be furnished to the Association.

B. Exclusive Rights

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 teachers.

C. Use of the School Building

The Association and/or its representatives shall be permitted to transact official Association business on school property at reasonable times and with administrative approval, provided that this shall not interfere with or interrupt normal school operations. Meetings shall not be held within the normal seven and one-quarter hour pupil school day/teacher day and shall not interrupt the normal operation of after school extra curricular activities.

D. Use of School Equipment

The Association shall pay for the cost of all materials and supplies used for organization business or any repairs directly resulting from their use of school facilities and equipment with administrative approval.

The Association shall be provided without cost to it, a file cabinet in the teachers' room.

E. Association Responsibilities

The Association shall be responsible for providing each teacher with a copy of this Agreement.

F. Released Time for Meetings

Whenever any representative of the Association or any teacher participates during working hours in mutually scheduled negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

G. Released Time for Faculty Representative

In the event that the Chief School Administrator requests a meeting with a representative or representatives of the Association to discuss implementation of or questions arising from this Agreement, released time will be provided to the aforementioned representative or representatives.

ARTICLE VI

TEACHERS' RESPONSIBILITIES

- A. Monthly staff meetings shall be scheduled by October 1 and staff notified. Exceptions may be made for emergency situations. Staff meetings or after school professional development sessions shall begin as soon as possible after student dismissal and shall not last more than one hour beyond the teachers' seven and one quarter hour work day.

- B. Teacher Ethics
 - 1. Once a school calendar is adopted by the Board of Education, it shall be the professional obligation of each member of the Association to abide by the terms of the approved calendar.

 - 2. The Association agrees to support the School Administration in its efforts to have teachers honor their contract and act in an ethical manner in all situations and circumstances.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

A. IN SCHOOL WORK YEAR

1. Ten (10) Month Personnel

- a. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-three (183) days provided that all end of year responsibilities are completed within the time period. The in-school work year shall include 180 days when students are in attendance, three (3) days allotted to orientation or in-service.
- b. The last three days of school will be half sessions with pupils being dismissed after a four (4) hour session. Teachers shall be expected to work on end of the year duties until regular dismissal time. A meeting may be held during one of the days.
- c. Teachers will be expected to attend two evening events at the school they are regularly assigned to as part of their teaching assignment. The nights expected are as follows:

School Guidance Counselor	Stone Harbor Back to School Night	Avalon Parent Conference Night
Art Teacher Librarian	Avalon Back to School Night	Stone Harbor Back to School Night
Music Teacher	Stone Harbor Back to School Night	Christmas/Holiday Play
Band Teacher	None	
Nurse	Avalon Back to School Night	Avalon Parent Conference Night
Nurse	Stone Harbor Back to School Night	Christmas/Holiday Play
Speech	Avalon Back to School Night or Pre-school Meet & Greet as decided by the staff member	Stone Harbor Back to School Night
Pre-K	Summer Meet & Greet	Avalon Parent Conference Night
All other Avalon Staff	Avalon Back to School Night	Avalon Parent Conference Night
All other Stone Harbor Staff	Stone Harbor Back to School Night	Christmas/Holiday Play

One night for the purpose of Avalon Parent Conference Night shall not exceed 2.5

hours.

If staff choose to attend an additional night not required by this section and receive prior approval from the CSA, they will be paid the hourly rate. It is expected that all staff members will attend evening events unless in the event of an emergency. A physician's note will be required for any staff member who misses any evening event in this section.

B. Lunch Periods

Teachers shall have a daily duty-free lunch period of the same duration as the student lunch period, but as close to 45 minutes as is possible. If leaving the school building or grounds, the staff member must sign out prior to leaving and sign back in upon return at the school office or other specified location as designated by the Chief School Administrator.

C. In-School Work Day

The teacher in-school workday shall not exceed seven and one-quarter hours, which shall include a duty free lunch period as guaranteed in this Agreement.

D. Field Trips

1. Field trips shall be scheduled and implemented in accordance with the curriculum and/or the directives of the administration. For participation in field trips which extend beyond the teacher's in-school workday. Teachers shall be compensated at the rate of forty dollars (\$ 40.00) per hour for all hours in excess of the in-school workday.

Teachers shall acquire a sufficient amount of chaperones prior to requesting any field trip. No staff member shall be required to attend a field trip that lasts more than one hour beyond the start or end of the teacher's contracted seven and one quarter work day.

E. Extra Curricular Activities

Extra curricular activities include those activities not specified as part of the teaching and duty assignments scheduled during the regular workday, workweek or work year as defined in this Agreement or as established by past practice. Said extra curricular activities and compensation for the same, are set forth in Schedule E attached hereto and made part thereof. Activities covered under Schedule E are outside the scope of the teachers' responsibilities and may be conducted during the school day with the CSA's permission or before or after school.

SCHEDULE E.

Extra-Curricular Compensation

Title of Activity	Compensation
Student Council	\$1,000
National Junior Honor Society	\$575
Tri-M Music Honor Society	\$575
Band Director	\$1,000
Choir Director	\$1,000
Science Fair/STEM	\$1,000
Art Club	\$1,000
Reading Club (Grades K-1)	\$1,000
Detention Monitor * (per hour as needed)	\$40/hr
Site Manager * (per hour as needed)	\$40/hr
Summer & P.D. Workshops* (per hour as needed)	\$40/hr
Homework Club	\$1,450
Yearbook	\$2,040
Coordinator of Student Health Records (Includes summer prep work)	\$2,500 Per nurse
Drama Club Director	\$4,000
Drama Club Assistant Director	\$3,500
Curriculum Revision/Dev.* (per hour as needed)	\$40/hr
Makerspace (per staff member, maximum 2)	\$600
Mentoring	\$550 for CEAS [†] \$1,000 for CE [†]
Summer School*	Per Diem (based on salary)
Academic Team (per staff member, maximum 2)	\$600

Cross Country Head Coach	\$2000
Cross Country Assistant Coach	\$1750
Boys Basketball Head Coach	\$4,000
Boys Basketball Assistant Coach	\$3,500
Girls Basketball Head Coach	\$4,000
Girls Basketball Assistant Coach	\$3,500
Baseball Head Coach	\$4,000
Baseball Head Coach	\$3,500
Softball Head Coach	\$4,000
Softball Assistant Coach	\$3,500
Cheer Head Coach	\$2,000
Cheer Assistant Coach	\$1,750
Athletic Coordinator	\$5,000
Translation Services *	\$40/hr
Echo Hill	\$1,000

* Need will be determined by CSA

† Amount determined by NJ DOE

F. During the school year the CSA can, if needed, approve new clubs. Stipends would be paid at the hourly rate.

G. Mentoring

Mentoring positions must be posted and staff must sign up if interested. The CSA will have the final decision on mentoring positions.

H. Mileage reimbursement-*

Staff shall be reimbursed at the current NJOMB (New Jersey Office of Management and Budget) mileage rate. This applies to the following situations:

- (a) Workshops and Professional Development attended by staff during the contractual calendar year.
- (b) Workshops and Professional Development attended by staff during summer months.
- (c) Travel for shared-service teachers between worksites and schools, if within the same day.

ARTICLE VIII

TEACHER EVALUATION

A. Teachers shall be evaluated consistent with applicable state statute and regulation in accordance with P.L. 2012, c.26 and N.J.A.C.6A:10.

B. Pre-conferences

1. An evaluation pre-conference shall be conducted between the in-district certified supervisor conducting the observation and the employee being evaluated.

a. For classroom teachers, this pre-conference shall include, but is not limited to, the following issues:

- i. Domains to be observed
- ii. Lesson plan
- iii. Characteristics of the students/class profile

b. For other certified staff, the pre-conference shall include, but is not limited to, the following:

- i. Domains/services to be observed
- ii. Characteristics of students served

2. A pre-conference, when required, shall occur within seven (7) work days prior to the observation, not including the day of the observation. Since lesson sequencing and components may vary based on the needs of the students, teaching staff members will not be penalized for adjusting the lessons to meet the student needs.

3. The staff and the district mutually shall establish the items to be discussed in the pre-conference.

C. Observations

1. Each required observation will result in a performance rating which shall be shared with the employee within seven (7) days and which shall be discussed at the post-observation conference.

2. All monitoring or observation of the work performance of a staff member shall be conducted openly and with full knowledge of the employee. A staff member can be videotaped with that staff member's consent only.

3. Each required observation shall be scheduled at least once during a semester. In addition, there shall be at least one month between the time one evaluation is

completed, including the post-observation conference and submission of any responses, and the subsequent observation or evaluation.

D. Evaluation Reports

1. A staff member shall be given a copy of any visit, observation, or evaluation report prepared by his/her evaluator(s) seven days prior to any conference. No such report shall be finalized or submitted to the central office, placed in a staff member's file, electronically finalized or otherwise acted upon until after the post-observation conference has occurred.

2. Evaluation reports shall be presented to each staff member in accordance with the following procedures:

a. Such reports shall be addressed to the staff member.

b. Such reports shall be written in narrative form and shall include:

i. Strengths of the staff member as evidenced during the period since the previous report, citing specific domains and indicators.

ii. Specific suggestions as to measures which the staff member might take to improve his/her performance in each of the areas wherein weaknesses have been indicated, citing specific domains and indicators.

c. No staff member shall be required to sign a blank or incomplete evaluation form. A staff member's signature on a completed evaluation form indicates only that a staff member has reviewed a copy of the evaluation, not that the staff member is in agreement with any or all of the findings of the evaluation.

d. Each observation cycle shall be completed before another cycle begins.

e. Each staff member shall have the right to attach a written statement of rebuttal/response to all evaluations. Such responses shall be attached to and remain with the evaluation, whether stored physically or electronically.

3. All evaluation reports, documents, records and other evaluative materials -- whether in a non-electronic or electronic form -- are considered confidential personnel records and are subject to the confidentiality requirements of P.L. 2012, c.26, and other statutes establishing confidentiality of public employee records. The individual records may not be made available or released to the public. The school district shall be fully responsible for the security of staff members evaluation records and data. Access shall only be permitted to the certified supervisor(s) conducting the evaluation, the individual staff member and the association representative.

E. Post-Observation Conference

1. Every post-observation conference must occur face-to-face between the certified supervisor conducting the evaluation and the staff member who was evaluated.
2. The post-observation conference shall include data from the observations and all the evidence that shall be included in the report as well as the draft evaluation report.
3. Provision must be made to attach staff member responses/objections to the evaluation either physically or electronically, depending on how the evaluation report is stored.

F. Informal Observations/Walkthroughs

1. Any observation -- whether formal or informal -- shall be conducted openly and with the knowledge of the staff member being observed.
2. All staff members shall have copies of any forms or checklists being used as part of informal observations prior to any informal observations being conducted. Information on these approaches -- including criteria -- shall be included in training on the teacher practice evaluation rubric being used.
3. When informal observations are being used as part of the observation, written feedback must be provided to the teacher/staff member within five (5) working days. If the administrator has concerns as a result of the observation or walkthrough, a face-to-face post informal observation/post walkthrough conference must be conducted within five (5) days of the employee receiving the written feedback.

G. Prior Provision of Materials

Staff members shall be provided annually with all materials being used in evaluation prior to any observation/evaluation being conducted, whether formal or informal. This includes any criteria, forms (electronic or non-electronic) or other documents.

H. Observers/Evaluators

1. The Association will be provided a copy of the list of observers/evaluators who have been certified by the chief school administrator as being competent in applying the educator practice instruments and any other evaluation rubrics and

the criteria used to assess competence. The list shall be provided annually prior to any administrator conducting an observation or evaluation.

2. No teacher member of the School Improvement Panel (SciP), no other teaching staff member (unless hired as a certificated supervisor or administrator in the district), nor any non-certificated staff member shall be permitted to evaluate, feed into the evaluation of, or participate in the evaluation in any way of any other certificated or non-certificated staff member. Use of any such information will render the evaluation null and void.

I. Criticism

Any question or criticism by a supervisor, administrator or Board member of a staff member's performance/instructional methodology shall be made in confidence and not in the presence of students, parents, co-workers or members of the public.

J. Individual Professional Development Plan

1. The Individual Professional Development Plan (PDP) shall be developed by the teaching staff member and the teaching staff member's certified district supervisor.

2. The PDP shall be considered a living document. The staff member shall have the right to modify the plans, goals and activities listed throughout the calendar year to meet his/her emerging goals, amending the plan in collaboration with his/her immediate certified supervisor.

3. The PDP shall require no more than the minimum required twenty (20) hours of professional development a year.

4. The PDP shall include no more than three goals, such as a professional practice goal, school goal and/or district goal.

5. Any professional development plan required of any school staff member -- whether through a PDP or Corrective Action Plan (CAP) -- shall be provided during the regularly scheduled work year and work day.

6. Any professional development activity or experience required by the district shall be fully funded by the district, including payment of associated fees or expenses.

7. The PDP form shall be bargained between the majority representative and the school district.

K. Collaborative Professional Development Period

Each staff member shall be provided duty-free collaborative professional development periods each week for collaborative professional learning such as professional learning communities, study groups, action research and other interactive, collegial and confidential experiences. These duty free periods shall be scheduled by the district in addition to, not in place of, regular individual preparation periods. Staff members shall not be pulled from these periods to cover classes or other duties. These experiences shall be credited toward PDP requirements and may also be used toward meeting Corrective Action Plans.

L. Corrective Action Plan (CAP)

1. Any CAP shall be developed collaboratively by the staff member who needs to address the deficiency or deficiencies which led to an “ineffective” or “partially effective” annual summative rating and the individual’s certified supervisor.
2. Any professional development required of any school staff member through a CAP shall be job-embedded and provided during the regularly scheduled work year and work day. Any experiences which can help address the identified deficiency or deficiencies that are outside of the school day or year must be mutually agreed upon by the school staff member and the certified supervisor. In all instances, the district shall be responsible for payment of all fees, expenses, required resources and additional compensation based on the individual's hourly rate if outside the workday.
3. The individual CAP shall require no more than the minimum required twenty (20) hours of professional development a year.
4. The CAP must define both the individual’s responsibilities and the district’s and supervisors’/administrators’ responsibilities in helping the staff member address any identified deficiencies.
5. The plans shall spell out which specific evaluation component(s) and elements need to be addressed. It shall include the individual's opportunities to view modeling of “effective” representations of meeting the components by the certified supervisor and those rated “effective” and “highly effective” in such components/elements and be provided opportunities to practice and demonstrate them.
6. The CAP shall be established for a period of not less than one year in order to provide the individual with sufficient time and multiple resources to address the

identified deficiency or deficiencies, as well as the district to provide the necessary time, resources and support.

7. The staff member who is required to have a CAP shall have the right to have an association representative present during any conference where a CAP is created.
8. Any observations for an individual who has a CAP shall be conducted for a full class period, shall be announced and shall require a pre-conference.
9. Every individual on a CAP shall be provided regular and continuous support toward, and feedback about, their progress in addressing any deficiencies.
10. Observations of individuals with CAPs shall be conducted by multiple observers who shall be certified district supervisors.
11. No School Improvement Panel teacher member shall be involved in creating or meeting another staff member's CAP.

M. Training

1. If a new evaluation model is chosen, training on the new evaluation model shall be grade and/or subject specific and clearly outline developmentally appropriate exemplars and specific descriptors for each domain and element within the teacher practice model.
2. The training shall also include the specific information regarding the rating system and criteria for Student Growth Percentiles, the development and assessment of Student Growth Objectives and how the final rating is determined for each component and the evaluation system as a whole.
3. Evaluation training shall be offered by the district as part of the professional development program during the school day and school year and be fully funded by the school district. Training shall be provided in-person in collaborative settings and not rely on video or other electronic means, except as providing an exemplar to spark collaborative discussions among those present in the training.
4. When district certified supervisors who conduct evaluations and observations in the evaluation models, tools, and rubrics used to evaluate school staff are trained, association's representatives will be provided an opportunity to attend that training. If the training is conducted during the school day or year, association's representatives shall be provided release time to attend the training with no loss of compensation.

ARTICLE IX

REIMBURSEMENT FOR TUITION COST

A. Tuition Costs

The Board shall reimburse a teacher for the tuition cost for credits beyond a bachelor's degree according to the following stipulations:

1. The employee submits in writing a request with the course description.
2. The course receives written approval from the Chief School Administrator prior to the start date of the course and final approval by the Board.
3. Reimbursement will be at the following rates:

Grade of C = 80%; Grade of B, A = 100%
Grade of D or F receive no reimbursement
4. A transcript or grade report must be submitted to the CSA and presented to the Board for approval within 90 days of the successful completion of the course.
5. Cost of reimbursement will be based upon the highest per graduate credit fee at Rowan University/Rutgers University/The Richard Stockton College of New Jersey.
6. Online courses to be reimbursed based upon the highest per graduate credit fee at Rowan University/Rutgers University/The Richard Stockton College of New Jersey. This requires approval from the Chief School Administrator.
7. An employee will be reimbursed no more than the dollar equivalent of the fees for 9 graduate credits per school fiscal year (July 1 through June 30) based upon the highest per graduate credit fee at Rowan University, Rutgers University, and The Richard Stockton College of New Jersey.
8. If a teacher leaves voluntarily within five (5) years of being hired, the teacher will be required to reimburse the Board of Education.

A maximum total of \$20,000 per school per fiscal year will be budgeted for coursework for all staff under this agreement. Approvals will be issued on a first come, first served basis until that budget is exhausted for the fiscal year.

ARTICLE X

TEACHER EMPLOYMENT

A. PLACEMENT ON SALARY SCHEDULE

1. Credit for experience

Teachers first employed in the Avalon System/Stone Harbor System subsequent to the date of this agreement shall initially be given credit on the Salary Schedule for previous outside teaching in a duly accredited school in an amount which is entirely subject to negotiation between the Board and the individual teacher. This provision shall be called to the attention of any new teacher being hired in the Avalon System/Stone Harbor System prior to final agreement on salary.

B. Notification of Vacancies

The school staff will be notified of any vacancy or new position for a certified person. The Chief School Administrator will notify the staff via email of these openings stating the qualifications, the duties and the rate of compensation. Teachers who desire to apply for such positions shall submit their applications in writing to the Chief School Administrator within the time limits specified in the notice. The Chief School Administrator will acknowledge, by form letter, the receipt of all such applications. Positions will not be filled on a permanent basis until the school staff has been duly notified of these openings.

C. Notification of Contract, Salary, and Assignment

Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15th. Non-tenured teachers are required to notify the Board of their intention in regard to employment by returning their signed contract to the Board Secretary by June 1.

D. Notification

Upon employment, the Chief School Administrator shall report to the Association in writing the name, position assignment and prior experience of each new teacher.

E. Reinstatement of Teachers

In the event that a tenured teacher is released due to a decline in enrollment, budgetary constraints, or abolishment of position, said teacher, if available, shall be reinstated in compliance with State Statutes if a position is opened.

ARTICLE XI

SALARIES AND SALARY SCHEDULES

A. Salary Schedule

In 2024-2025 each teacher currently employed in the Avalon School/Stone Harbor system shall be placed on the next consecutive step of the salary scale according to Schedule "A".

In 2025-2026 each teacher currently employed in the Avalon School/Stone Harbor system shall be placed on the next consecutive step of the salary scale according to Schedule "B".

In 2026-2027 each teacher currently employed in the Avalon School/Stone Harbor system shall be placed on the next consecutive step of the salary scale according to Schedule "C".

In 2027-2028 each teacher currently employed in the Avalon School/Stone Harbor system shall be placed on the next consecutive step of the salary scale according to Schedule "D".

B. Method of Payment

1. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. All pay is via direct deposit.

2. Exceptions

When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last workday preceding the holiday, vacation or weekend via direct deposit.

3. Final Pay

Each teacher shall receive his final pay on his last working day in June via direct deposit.

4. Optional Deductions

Each teacher may individually elect to have a specified amount of his monthly salary deducted automatically from his pay to be deposited into ABCO, the Public Employees Federal Credit Union, 403(b) deductions for Board approved providers, FSA and Colonial Life. This specified amount shall not change during the course of the school year.

SCHEDULE A: SALARY SCHEDULE 2024-2025

Step	BA	BA +15	BA +20	BA+30	MA	MA +15	MA +20	MA +30
1	56,023.82	57,623.82	58,123.82	59,023.82	60,023.82	60,523.82	61,023.82	61,523.82
2	58,523.82	60,123.82	60,623.82	61,523.82	62,523.82	63,023.82	63,523.82	64,023.82
3	61,023.82	62,623.82	63,123.82	64,023.82	65,023.82	65,523.82	66,023.82	66,523.82
4	63,523.82	65,123.82	65,623.82	66,523.82	67,523.82	68,023.82	68,523.82	69,023.82
5	66,523.82	68,123.82	68,623.82	69,523.82	70,523.82	71,023.82	71,523.82	72,023.82
6	69,023.82	70,623.82	71,123.82	72,023.82	73,023.82	73,523.82	74,023.82	74,523.82
7	71,523.82	73,123.82	73,623.82	74,523.82	75,523.82	76,023.82	76,523.82	77,023.82
8	74,023.82	75,623.82	76,123.82	77,023.82	78,023.82	78,523.82	79,023.82	79,523.82
9	76,523.82	78,123.82	78,623.82	79,523.82	80,523.82	81,023.82	81,523.82	82,023.82
10	79,523.82	81,123.82	81,623.82	82,523.82	83,523.82	84,023.82	84,523.82	85,023.82
11	82,523.82	84,123.82	84,623.82	85,523.82	86,523.82	87,023.82	87,523.82	88,023.82
12	85,523.82	87,123.82	87,623.82	88,523.82	89,523.82	90,023.82	90,523.82	91,023.82
13	88,523.82	90,123.82	90,623.82	91,523.82	92,523.82	93,023.82	93,523.82	94,023.82

Longevity

- 14 years completed in Avalon/Stone Harbor System \$ 3,100.00
- 16 years completed in Avalon/Stone Harbor System an additional \$ 3,100.00
- 18 years completed in Avalon/Stone Harbor System an additional \$ 3,600.00
- 20 years completed in Avalon/Stone Harbor System an additional \$ 3,600.00

*Maximum dollar amounts under this section will total \$13,400 after 20 years of service.

*This section applies to those employees entering or moving up in longevity after June 30, 2013.

SCHEDULE B: SALARY SCHEDULE 2025-2026

Step	BA	BA +15	BA +20	BA+30	MA	MA +15	MA +20	MA +30
1	57,354.88	58,954.88	59,454.88	60,354.88	61,354.88	61,854.88	62,354.88	62,854.88
2	59,854.88	61,454.88	61,954.88	62,854.88	63,854.88	64,354.88	64,854.88	65,354.88
3	62,354.88	63,954.88	64,454.88	65,354.88	66,354.88	66,854.88	67,354.88	67,854.88
4	64,854.88	66,454.88	66,954.88	67,854.88	68,854.88	69,354.88	69,854.88	70,354.88
5	67,354.88	68,954.88	69,454.88	70,354.88	71,354.88	72,354.88	72,854.88	73,354.88
6	70,354.88	71,954.88	72,454.88	73,354.88	74,354.88	74,854.88	75,354.88	75,854.88
7	72,854.88	74,454.88	74,954.88	75,854.88	76,854.88	77,354.88	77,854.88	78,354.88
8	75,354.88	76,954.88	77,454.88	78,354.88	79,354.88	79,854.88	80,354.88	80,854.88
9	77,854.88	79,454.88	79,954.88	80,854.88	81,854.88	82,354.88	82,854.88	83,354.88
10	80,354.88	82,454.88	82,954.88	83,854.88	84,854.88	85,354.88	85,854.88	86,354.88
11	83,354.88	85,454.88	85,954.88	86,854.88	87,854.88	88,354.88	88,854.88	89,354.88
12	86,354.88	88,454.88	88,954.88	89,854.88	90,854.88	91,354.88	91,854.88	92,354.88
13	89,354.88	91,454.88	91,954.88	92,854.88	93,854.88	94,354.88	94,854.88	95,354.88

Longevity

14 years completed in Avalon/Stone Harbor System \$ 3,100.00
 16 years completed in Avalon/Stone Harbor System an additional \$ 3,100.00
 18 years completed in Avalon/Stone Harbor System an additional \$ 3,600.00
 20 years completed in Avalon/Stone Harbor System an additional \$ 3,600.00

*Maximum dollar amounts under this section will total \$13,400 after 20 years of service.

*This section applies to those employees entering or moving up in longevity after June 30, 2013.

SCHEDULE C: SALARY SCHEDULE 2026-2027

Step	BA	BA +15	BA +20	BA+30	MA	MA +15	MA +20	MA +30
1	58,622.27	60,222.27	60,722.27	61,622.27	62,622.27	63,122.27	63,622.27	64,122.27
2	61,122.27	62,722.27	63,222.27	64,122.27	65,122.27	65,622.27	66,122.27	66,622.27
3	63,622.27	65,222.27	65,722.27	66,622.27	67,622.27	68,122.27	68,622.27	69,122.27
4	66,122.27	67,722.27	68,222.27	69,122.27	70,122.27	70,622.27	71,122.27	71,622.27
5	69,122.27	70,722.27	71,222.27	72,122.27	73,122.27	73,622.27	74,122.27	74,622.27
6	71,622.27	73,222.27	73,722.27	74,622.27	75,622.27	76,122.27	76,622.27	77,122.27
7	74,122.27	75,722.27	76,222.27	77,122.27	78,122.27	78,622.27	79,122.27	79,622.27
8	76,622.27	78,222.27	78,722.27	79,622.27	80,622.27	81,122.27	81,622.27	82,122.27
9	79,122.27	80,722.27	81,222.27	82,122.27	83,122.27	83,622.27	84,122.27	84,622.27
10	82,122.27	83,722.27	84,222.27	85,122.27	86,122.27	86,622.27	87,122.27	87,622.27
11	85,122.27	86,722.27	87,222.27	88,122.27	89,122.27	89,622.27	90,122.27	90,622.27
12	88,122.27	89,722.27	90,222.27	91,122.27	92,122.27	92,622.27	93,122.27	93,622.27
13	91,122.27	92,722.27	93,222.27	94,122.27	95,122.27	95,622.27	96,122.27	96,622.27

Longevity

14 years completed in Avalon/Stone Harbor System \$ 3,100.00
 16 years completed in Avalon/Stone Harbor System an additional \$ 3,100.00
 18 years completed in Avalon/Stone Harbor System an additional \$ 3,600.00
 20 years completed in Avalon/Stone Harbor System an additional \$ 3,600.00

*Maximum dollar amounts under this section will total \$13,400 after 20 years of service.
 *This section applies to those employees entering or moving up in longevity after June 30, 2013.

SCHEDULE D: SALARY SCHEDULE 2027-2028

Step	BA	BA +15	BA +20	BA+30	MA	MA +15	MA +20	MA +30
1	60,017.20	61,617.20	62,117.20	63,017.20	64,017.20	64,517.20	65,017.20	65,517.20
2	62,517.20	64,117.20	64,617.20	65,517.20	66,517.20	67,017.20	67,517.20	68,017.20
3	65,017.20	66,617.20	67,117.20	68,017.20	69,017.20	69,517.20	70,017.20	70,517.20
4	67,517.20	69,117.20	69,617.20	70,517.20	71,517.20	72,017.20	72,517.20	73,017.20
5	70,517.20	72,117.20	72,617.20	73,517.20	74,517.20	75,017.20	75,517.20	76,017.20
6	73,017.20	74,617.20	75,117.20	76,017.20	77,017.20	77,517.20	78,017.20	78,517.20
7	75,517.20	77,117.20	77,617.20	78,517.20	79,517.20	80,017.20	80,517.20	81,017.20
8	78,017.20	79,617.20	80,117.20	81,017.20	82,017.20	82,517.20	83,017.20	83,517.20
9	80,517.20	82,117.20	82,617.20	83,517.20	84,517.20	85,017.20	85,517.20	86,017.20
10	83,517.20	85,117.20	85,617.20	86,517.20	87,517.20	88,017.20	88,517.20	89,017.20
11	86,517.20	88,117.20	88,617.20	89,517.20	90,517.20	91,017.20	91,517.20	92,017.20
12	89,517.20	91,117.20	91,617.20	92,517.20	93,517.20	94,017.20	94,517.20	95,017.20
13	92,517.20	94,117.20	94,617.20	95,517.20	96,517.20	97,017.20	97,517.20	98,017.20

Longevity

14 years completed in Avalon/Stone Harbor System \$ 3,100.00
 16 years completed in Avalon/Stone Harbor System an additional \$ 3,100.00
 18 years completed in Avalon/Stone Harbor System an additional \$ 3,600.00
 20 years completed in Avalon/Stone Harbor System an additional \$ 3,600.00

*Maximum dollar amounts under this section will total \$13,400 after 20 years of service.

*This section applies to those employees entering or moving up in longevity after June 30, 2013.

ARTICLE XII

SICK LEAVE

A. Accumulative

All teachers employed for a full school year shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. If an employee is out sick for three or more consecutive days a doctor's note will be required upon return to work.

For teachers employed after the first official day of school, the total amount of said sick day entitlement shall be available for utilization upon the first day of employment. An employee shall be granted one point two days of sick leave under this provision as long as he has worked at least one day during a month.

Unused sick leave days accumulated in the Avalon School/Stone Harbor systems shall be accumulated from year to year with no maximum limit.

B. Notification of Accumulation

Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

C. Credit Upon Retirement

Upon retirement a teacher shall be paid one hundred (\$100) dollars for each accumulated day of sick leave providing the following criteria are met:

1. Eligible for a T.P.A.F. qualified retirement.
2. Sixty-days advance notice of intent to retire unless the Board agrees to shorter notification.
3. Minimum of fifteen (15) years in the district.
4. The payout for accumulated sick time under this section will be capped at \$19,500.00. The exception to this is employees hired after July 1, 2010 for whom the payout is capped at \$15,000.00.

In the event of the death of a teacher who had declared his intention to retire, the payment shall be made to his estate within ninety (90) days of the employee's death.

D. The Avalon Board of Education and the Avalon Education Association have agreed to enter into a Discretionary 403b Retirement Account..... (See current IRS instructions that apply.)

E. Credit Upon Retirement from the System

Upon retirement the system after at least achieving tenure and working two (2) additional months in the system and accumulating forty (40) days or more of sick leave, the teacher may elect to allow these sick days to remain in his account or to be paid fifty (\$50) dollars for each accumulated day of sick leave. If the accumulation is less than forty (40) days these accumulated sick leave days must remain in his account.

F. Payment Upon Retirement

Upon retirement from the system any teacher eligible for payment under Sections C. or D. will receive payment as follows:

1. If the retirement date is between January 1 and June 30: payment will be made on July 31 of the retirement year.
2. If the retirement date is between July 1 and December 31: payment will be made on December 31 of the retirement year.

G. Transfer of Sick Leave

Teachers who transfer into the Avalon School/Stone Harbor School and who have a certified accumulation of sick leave from prior teaching in another district may be credited with such sick leave up to a maximum of twenty (20) days.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year. In addition to sick leave, leaves taken pursuant to Section A shall be in addition to any sick leave to which the teacher is entitled.

1. Personal

Up to three (3) days of personal leave which shall be for the purpose of meeting a need which cannot otherwise be met outside the regular school day. Temporary leave of absence days shall not be used to extend holidays or vacations, but shall be used for business, legal, household or family matters, or observance of religious days. All three (3) days should not be taken consecutively unless given prior approval by the CSA. If an employee is out sick, prior to or following a holiday or vacation, a doctor's note must be submitted upon his/her return to work. The applicant for such leave shall not be required to state the reason for taking such leave other than that they are taking it under this section. Universal Form will be utilized.

- a. All temporary leaves of absence must be approved by the administration, 48 hours in advance other than in the case of emergencies.
- b. A temporary leave of absence day shall not be requested on a scheduled in-service day.
- c. At the end of each school year, a teacher's unused personal days shall be added to his/her accumulated sick leave.
- d. For employees hired after the expiration of the previous contract (2013-2016), any personal days not used will not be added to his/her accumulated sick leave.
- e. This section shall be applied equally to all employees covered under this Agreement.

2. Bereavement

Up to five (5) days at any one time in the event of death of a teacher's spouse, child (includes stepchild or foster child), grandchild, son-in-law, daughter-in-law, parent, grandparents, father-in-law, mother-in-law, brother or sister.

The five days must be used as a single bereavement period or the five days may be split into two bereavement periods. Bereavement days must be used either concurrent with the relative's passing or the planned services and must be used within 6 months of the relative's passing. Exceptions to this condition can be made under special circumstances such as a public health emergency or natural disaster.

In the event of the death of a teacher or student in the Avalon School/Stone Harbor District, the Chief School Administrator of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

3. Emergency Family Leave

Up to five days per occurrence in the event of a critical family emergency can be used by tenured staff. This leave can only be taken when all three personal days have been expended. In order to take emergency family leave the following information is required:

- Approval by the CSA following submission of medical certification.
- Staff member to submit written documentation that they need this time to personally care for spouse, child, parent or member of teacher's immediate household.
- Approval shall not be unreasonably withheld.

4. Good Cause

a. In Addition to Sick Leave

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

ARTICLE XIV

SABBATICAL LEAVES

A. Purpose

A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system.

B. Conditions

Sabbatical leaves which are granted, shall be subject to the following conditions:

1. Number of teachers

The number of persons receiving sabbatical leaves in any year shall not exceed one (1) teacher.

2. Requests

Requests for sabbatical leave must be received by the Chief School Administrator in writing no later than January 1, and action must be taken by the Board on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical is requested.

3. Minimum time to qualify

The teacher has completed at least five (5) full school years of service in the Avalon School/Stone Harbor School District.

4. Pay

A teacher on sabbatical leave (either for one-half (1/2) of a school year or for a full school year) shall be paid by the Board at fifty (50%) percent of the salary rate which he would have received if he had remained on active duty if said leave is for study and at twenty five (25%) percent if for travel or other reason.

5. Return

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level, which he would have achieved had he remained actively employed in the system during the period of his absence. The employee shall guarantee one (1) full year of employment upon return from sabbatical leave. Should such employee fail to return to the system upon completion of the sabbatical leave, he shall refund all compensation paid to him by the Board.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

A. Childbearing Leave

The Board shall grant a childbearing leave of up to one (1) year to any teacher upon request in accordance with state and federal laws.

Initial childbearing leave shall commence on the date requested by the teacher. The teacher will give a minimum of 60 days notice prior to the expected due date for such leave. At this time the teacher will also notify the Board of the date of his/her expected date of return to service. The date of return shall be either at the conclusion of the teacher's state or federal leave, in September, or at the beginning of the second (2nd) or third (3rd) marking period.

Any teacher granted child-rearing leave according to the provisions of this section may elect to utilize her accumulated sick leave during her period of disability.

The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from a physician acceptable to the Board that she is medically able to continue teaching.

The Board, in accordance with NJSA 10:5-1 et. seq., the Constitutions of the State of New Jersey and of the United States shall not discriminate against any person.

B. Child-rearing Leaves

The Board shall grant a child-rearing leave without pay or health benefits of up to one (1) calendar year from the date of the child's birth or adoption to any tenured teacher whose child is less than 6 months at the time the leave commences. This leave shall be in addition to any childbearing leave taken under state or federal law and shall commence immediately following any requested state or federal leave has been exhausted.

1. Initial child-rearing leave shall commence on the date requested by the teacher. The teacher will give a minimum of 60 days notice prior to the expected due date for such leave. At this time the teacher will also notify the Board of the date of his/her expected date of return to service. The date of return shall be either at the conclusion of the teacher's state or federal leave, in September, or at the beginning of the second (2nd) or third (3rd) marking period.

2. The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from a physician acceptable to the Board that she is medically able to continue teaching.

3. The Board, in accordance with NJSA 10:5-1 et. seq., the Constitutions of the State of New Jersey and of the United States shall not discriminate against any person.

4. Non-tenured teachers do not have a right to a child-rearing leave that extends beyond the length of their current contract.

The teacher may request, and shall be granted an extension of one full academic year without pay, sick leave, credit towards increment, or health benefits. Application for a second year of leave must be made in writing to the Chief School Administrator by April 1 of the academic year preceding the leave.

C. Good Cause

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

D. Return from Leave

All benefits to which a teacher was entitled at the time his leave of absence under Article XV commenced, including place on salary schedule, unused accumulated sick leave, increment credit, credit towards longevity, and credits towards sabbatical eligibility shall be restored to him upon his return providing he has worked not less than 92 days of school year or work year in which he began his leave of absence. Unpaid child-rearing leave of more than 92 days in one academic year do not accrue sick leave, increment credit, or credit towards longevity or sabbatical eligibility. He shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

E. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE XVI

INSURANCE PROTECTION

A. Full Health-Care Coverage

As required under Chapter 78, P.L. 2011, the Board agrees to make available full family medical and surgical benefits as listed below:

1. The Board will provide full medical and surgical coverage under the PPO Plan and the Board shall provide to each full-time employee a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above to insure uninterrupted coverage. Medical benefits will start on September 1 for new teachers hired in the summer. For new teachers hired during the school year, medical benefits will start 60 days after the date of hire.
2. The Board will provide an opt out opportunity for staff members to opt out of the health insurance coverage protection. Teachers who opt out of health insurance coverage will be awarded \$5,000.00 annually. If a spouse covers a teacher who opts out in the State Health Insurance plan and the Board switches coverage to the State Health Insurance plan, the teacher will no longer be eligible for payment under this section.

B. Complete Annual Coverage

Employees shall make health insurance premium contributions per New Jersey law. Eligible employees that accept health benefits through the school district will make contributions equal to the amount required by the statute governing school employees. Should the current statute change, contributions will align themselves with the new statute beginning the first month following the applicable effective date established by the legislature. Health insurance contributions shall be made in equal amounts per paycheck by automatic payroll deduction through the IRS section 125 plan and employee deduction consent to the "125" deduction.

Employees will continue to contribute health insurance premiums in the amount required during the first year of the 2016-2020 Agreement at the level of Tier Four. This amount (year one of the 2016-2020 contract at Tier Four) is frozen until the end of this Agreement (School Year 2024-2028). The Board will cover increases in the health insurance premiums for each year in all years of the Agreement up to ten (10) percent. Percentage amounts above ten (10) percent will be added to the percentage paid by the employee during the first year of the contract. If employee's switch coverage (for example Family to Parent/Child) this may change the amount the employee is

responsible for in premiums. The premium amount, if there is a change in coverage, will be calculated based on Tier Four for year one of the 2016-2020 contract.

For each teacher who remains in the employ of the Board for the full school year, the Board shall provide insurance coverage for the full twelve-month period commencing September 1st and ending August 31st.

Beginning January 1, 2021 and for each plan year thereafter, a board of education as an employer providing health care benefits coverage for its employees, and their dependents if any, in accordance with P.L. 1979, c.391 (C.18A:16-12 et seq.) shall offer to its employees, and their dependents if any, the equivalent of the New Jersey Educators Health Plan in the School Employees' Health Benefits Program as that design is described in subsection f. of section 1 of P.L. 2020, c. 44(C.52:14-17.46.13). N.J. Stat. § 18A:16-13.2

Beginning January 1, 2022 and for each plan year thereafter, a board of education as an employer providing health care benefits coverage for its employees , and their dependents if any, in accordance with P.L. 1979, c.391 (C.18A:16-12 et seq.) shall also offer a plan for its employees, and their dependents if any, that is the equivalent of the Garden State Health Plan in the School Employees' Health Benefits Program. The board shall provide an enrollment period prior to January 1, 2022. N.J. Stat. § 18A:16-13.2

C. Full Dental-Care Coverage

The Board agrees to continue full family dental care benefits as is now in practice. Refer to Section B above for employee contributions to the plan.

D. State Temporary Disability Insurance Plan

The Board will continue to contribute to the State Temporary Disability Insurance Plan.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The parties agree to follow policy of not discriminating against any employee on the basis of race, color, creed, age, national origin, religion, sex, marital status, membership participation in or association with the activities of any employee organization, political affiliation, non-applicable handicap, affectional or sexual orientation, or liability for service in the Armed Forces of the United States.

B. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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 other provisions or application shall continue in full force and effect.

D. Printing Agreement

Copies of the Agreement shall be reproduced, after Agreement between the Boards and the Associations on format, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed or hereafter employed.

E. Retirement Notification

Employees intending to retire are required to submit written notification to both the CSA and the Business Administrator sixty (60) days prior to their anticipated retirement date. Failure to provide the sixty day notice may result in loss of accumulated sick leave payout.

ARTICLE XVIII

SHOP FEE

Purpose of Fee

- Amount of Fee/Notification – At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.
- Deduction and Transmission of Fee
 - Notification – On or about September 1 of each membership year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about November 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
 - Payroll Deduction Schedule – The Board will deduct from the salaries of the employees referred to in Section XI the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
 - Mechanics – Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
 - Changes – The Association will notify the Board in writing of any changes in the list provided for in Paragraph Two above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than an agreed upon period of time after the Board received said notice.
 - New Employees – On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, Social Security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

SECTION XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2024 and shall continue in full force and effect until June 30, 2028.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

AVALON EDUCATION ASSOCIATION AVALON BOARD OF EDUCATION

By _____
Mr. Anthony Tomasello
President

By _____
Mrs. Lynn Schwartz
President

By _____
Ms. Catherine Krause
Vice President

By _____
Mrs. Linda Fiori
Business Administrator/Board Secretary

STONE HARBOR EDUCATION
ASSOCIATION

STONE HARBOR BOARD OF EDUCATION

By _____
Mr. Kenneth Millevoi
President

By _____
Ms. Maggie Day
President

By _____
Mrs. Karen Steele
Vice President

Appendix A

This appendix applies only to Aldo Palmieri and will expire upon his retirement.

Old Longevity (per salary guide 2012-2013 of the 2010-2013 Contract)

11 years completed in Avalon System	\$2,750.00
12 years completed in Avalon System	an additional	\$3,050.00
14 years completed in Avalon System	an additional	\$3,650.00
16 years completed in Avalon System	an additional	\$4,100.00
18 years completed in Avalon System	an additional	\$4,550.00
20 years completed in Avalon System	an additional	\$4,900.00

*Maximum dollar amounts under this section will total \$23,000 after 20 years of service.

*The first two "old" longevity amounts have been moved to steps 12 and 13 in the current (2013-2016) contract. For example, step 11 has now become step 13 and the money from longevity 11 years completed and 12 years completed was moved to those steps. If you total new steps 12 and 13 and add that to the longevity number you will have the same amount of longevity that you collected under the previous contract. This section applies only to those employees that were collecting longevity under the previous contract.