

**BOARD OF EDUCATION OF NEPTUNE CITY**

**NEPTUNE CITY, NEW JERSEY**

**AGREEMENT**

**Between:**

**Board of Education of Neptune City**

**and**

**Neptune City Education Association**

**July 1, 2024 through June 30, 2027**

## **TABLE OF CONTENTS**

	Page
Preamble	
Article 1 Recognition	1
Article 2 Negotiation Procedure	1
Article 3 Grievance Procedure	2
Article 4 Teacher Rights	6
Article 5 Association Rights and Privileges	8
Article 6 Work Year	10
Article 7 Time Requirements	10
Article 8 Liaison Committee	13
Article 9 Temporary Leaves of Absence	14
Article 10 Extended Leaves of Absence	16
Article 11 Insurance Protection	17
Article 12 Transfers, Assignments, and Reassignments	20
Article 13 Teacher Evaluation	21
Article 14 Sick Leave	22
Article 15 Professional Development and Educational Improvement	24
Article 16 Salaries	25
Article 17 Deduction from Salary	26
Article 18 Miscellaneous Provisions	27
Article 19 Duration of Agreement	28
 Schedule A	
Teacher Salary Guides for: 2024-2027 School Years	30
 Schedule A.1 Paraprofessional Salary Guides for: 2024-2027 School Years	33
 Schedule B Salary Guides for: Extra-Curricular Activities 2024-2027	35

## **PREAMBLE**

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Board of Education of Neptune City, New Jersey, hereinafter called the "Board", and the Neptune City Education Association, hereinafter called the "Association".

## **ARTICLE I RECOGNITION AGREEMENT**

- 1:1 Pursuant to Chapter 123, Laws of 1974, State of New Jersey known as "New Jersey Employer-Relations Act," the Neptune City Board of Education recognizes the Neptune City Education Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for all personnel employed by the Board whose position requires certification shall be covered by this contract. This includes full-time teachers, part-time teachers, and paraprofessionals, but excludes personnel on a per diem basis, supervisory personnel, and other excluded by law.

Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as above defined, and reference to employees shall be deemed to include both the male and female, and words used in the singular shall include words in the plural as the text requires.

## **ARTICLE 2 NEGOTIATION PROCEDURE**

- 2:1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of all teachers' employment. Any agreement so negotiated shall apply to all members of the unit as defined, be reduced to writing, signed by the Board and the Association, and be adopted by the Board.

- 2:2 During negotiations, the Board and the Association shall present relevant data, exchange points of view, and shall make proposals and counterproposals.
- 2:3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- 2:4 Pursuant to Chapter 123, the Board of Education of Neptune City agrees not to conduct negotiations concerning terms and conditions of employment with anyone other than the representative as defined in Article 1, for the term of this Agreement.
- 2:5 This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 2:6 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.

### **ARTICLE 3 GRIEVANCE PROCEDURE**

- 3:1 Definition:
  - 3:1.1 A "grievance" shall mean a claim by a teacher that there has been a misinterpretation, misapplication, or a violation of board policy, this Agreement, or, an administrative decision adversely affecting him/her. A grievance, to be considered under this procedure, must be initiated by the teacher within thirty (30) calendar days of the time the teacher knew or should know of its occurrence.
  - 3:1.2 As used in this article, the term "teacher" shall mean (a) an individual employee, (b) a group of employees having the same grievance, (c) the Association.
- 3:2 It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

- 3:2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the second step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 3:2.2 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 3:2.3 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.
- 3:3 Rights of Teachers to Representation
  - 3:3.1 Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.
  - 3:3.2 When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at level two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the teacher held concerning the grievance and shall receive a copy of all decisions rendered.
- 3:4 Procedure
  - 3:4.1 Level One- Any employee who has a grievance shall discuss it first with the Chief School Administrator (hereinafter CSA) in an attempt to resolve the matter informally at that level.

- 3:4.2 Level Two- If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he/she may set forth his/her grievance in writing to the CSA on the grievance forms provided. The CSA shall communicate his/her decision to the teacher in writing within three (3) school days of receipt of the written grievance.
- 3:4.3 Level Three- If the grievance is not resolved to the employee's satisfaction, he/she, no later than five (5) school days after receipt of the CSA's decision, may request a review by the Board of Education. The request shall be submitted in writing through the School Business Administrator/Board Secretary who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board, or upon request of the teacher, hold a hearing with the teacher and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.
- 3:4.4 No claim by a teacher shall constitute a grievable matter beyond level three or be processed beyond level three, if it pertains to
- (a) any matter for which a detailed method of review is prescribed by law or any rule or regulation of the State Commissioner of Education but not the violation, misinterpretation, or misapplication of such rule or regulation, or
  - (b) any existing by-laws of the Board of Education, or
  - (c) any matter which according to law is beyond the scope of Board authority
  - (d) any complaint of a non-tenured teacher which arises by reason of his/her not being re-employed
  - (e) or a complaint by any certificated personnel occasioned by appointment to or a lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

If the employee is dissatisfied with the decision of the Board of Education and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Teachers Association, the employee or Teachers Association may request the appointment of an arbitrator, such request to be made known to the CSA, no later than two (2) weeks after the decision, in writing, of the Board of Education, was known.

A teacher, in order to process his/her grievance beyond level three, must have his/her request for such action accompanied by the written recommendation for such action by the Association.

Such request can be honored only if the grievant or grievants and the organization representing them, waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's report.

3:5 Level Four- Procedures for Securing the Services of an Arbitrator

3:5.1 The following procedures will be used to secure the services of an Arbitrator.

3:5.2 A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

3:5.3 If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

3:5.4 If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.

3:5.5 The arbitrator shall limit himself/herself to the issues submitted to him/her, and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The findings of the arbitrator shall be binding on the parties.

Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report of findings, and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

3:6 Costs.

3:6.1 Each party shall bear the total cost incurred by themselves.

3:6.2 The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs shall be shared equally.

3:7 Content of Forms.

3:7.1 Grievance forms shall contain at least (a) the nature of the grievance and approximate date of occurrence, (b) the nature and extent of the injury, loss or inconveniences, (c) the results of previous discussions and (d) his/her dissatisfaction with decisions previously rendered.

**ARTICLE 4**  
**TEACHER RIGHTS**

4:1 Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board included in this unit, as set forth in Article 1, shall have the right freely to organize, join and support the Association and its activities and affiliates for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly selected body exercising governmental power under 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 teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey of the Constitution of New Jersey and the United States.

4:2 No teacher shall be disciplined, or have his/her increment withheld without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board and shall be subject to the grievance procedure herein set forth.

4:3 No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins shall be in good taste.



- 4:4 Nothing contained herein shall be construed to deny or restrict to any teacher such rights, as he/she may have under New Jersey laws or other applicable laws and regulations of the State of New Jersey.
- 4:5 Teachers shall maintain the right and responsibility to determine grades within the grading policy of the Neptune City School District; based on his/her professional judgment of available criteria, pertinent to any subject area to which he/she is responsible. No grade shall be changed without consultation with the teacher.
- 4:6 Whenever any teacher is required to appear before the Board or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then the teacher 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/her and represent him/her during such meeting or interview.
- 4:7 Those complaints regarding a teacher made to any member of the administration by any parent, student or other person which may be used in a manner in evaluating a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond to and/or rebut those complaints, which, as a result of the investigation, shall become a part of his/her file.
- 4:8 The teacher shall acknowledge that he/she has had the opportunity to review such complaint by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
- 4:9 All documents shall be filed, signature notwithstanding, and such action shall be so indicated by the Supervisor. The Association shall be informed, if any employee described in the unit in Article 1, has refused to sign derogatory or evaluation material that is being placed in his/her name.
- 4:10 Any material placed in a teacher's name which the teacher has not seen and initialed shall not be used in any proceedings against him/her.

**ARTICLE 5**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

- 5:1 The Board agrees to make available to the Association a current register of certificated personnel, two (2) copies of agendas and minutes of all public Board meetings, one (1) copy of the names and addresses of all teachers, and make available to the Association such other public information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students.
- 5:2 Representatives of the Association, the New Jersey Education Association, Monmouth County Education Association, and the National 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. Permission of the school building principal or his/her designee shall be required. Such permission shall not be withheld unreasonably.
- 5:3 The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings. Permission of school building principal or his/her designee shall be required in writing twenty-four (24) hours prior to the use of the building. Such permission shall not be withheld unreasonably.
- 5:4 The Association shall have access to use school facilities and equipment, including typewriters, machines, duplicating equipment, calculating machines, computer equipment and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Permission of the building principal or his/her designee shall be required. Such permission shall not be withheld unreasonably. No such equipment shall be removed from school property without approval by the building principal. The Association will pay for any damage incurred, loss, or theft of borrowed property.

- 5:5 The Association shall have, in the school building, space on the bulletin board in the faculty lounge. The location of the Association bulletin board space in the faculty lounge shall be agreed upon mutually by the Association and the building principal. Materials to be posted shall be in good taste.
- 5:6 The Association shall have the right to use of school mailboxes, as it deems necessary. A copy of material to be posted in the mailboxes shall be given to the building principal. Such material shall be in good taste.
- 5:7 The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted to the Association, as the exclusive representative of the teachers, and to no other comparable teacher organizations.
- 5:8 Whenever by mutual agreement of the parties, any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.
- 5:9 Upon request, the Association President will be provided one (1) preparation period per week to conduct Association business. Permission will not be unreasonably withheld.
- 5:10 The Board shall comply with the requirements contained within the New Jersey Workplace Democracy Enhancement Act ("WDEA") concerning the sharing of employee information with the Association.

## **ARTICLE 6 WORK YEAR**

- 6:1 Prior to February 1, each year, the Association shall meet with the Superintendent and submit to the Board, through the Superintendent, its recommendations for the calendar for the ensuing year.
- 6:2 The Board in determining said school calendar shall consider the recommendations of the Association prior to the adoption of the official calendar.
- 6:3 The in-school work year for teachers employed on a ten (10) month basis (other than new personnel, who may be required to attend additional orientation days) shall not exceed 185 days.
- 6:3.1 The in-school work year shall include days when pupils are in session, orientation days and any other days when teachers' attendance is required.

## **ARTICLE 7 TIME REQUIREMENTS**

- 7:1 As professionals, teachers are expected to devote to their assignments, the time necessary to meet their responsibilities, but they shall not be required to "clock in" or "clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty sign-in-sign-out roster.
- 7:1.1 The in-school workday for teachers shall not exceed six (6) hours and forty-five (45) minutes except for emergencies and faculty meetings. Teachers are required to be at school at their assigned location ten (10) minutes before the start of the student day and ten (10) minutes after the end of the student day.

- 7:1.2 Faculty meetings will not be held during months with scheduled professional development. Faculty meetings are not to be used for professional development. Paraprofessionals are not required to attend faculty meetings. If the Superintendent feels it is necessary for the paraprofessionals to attend a faculty meeting the paraprofessionals will be paid their hourly rate.
- 7:2 Teachers may leave the building without requesting permission during their scheduled duty-free lunch period, but they must indicate their leaving and return by initializing the faculty "sign-in-sign-out" roster.
- 7:3 Teacher participation in field trips, which extend more than two (2) hours beyond the teacher's work day, overnight or on weekends, shall be voluntary.
- i. Teachers shall be compensated \$100 for field trips that extend more than two (2) hours beyond the normal workday.
  - ii. Teachers shall be compensated \$300 for overnight field trips.
- 7:4 Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them and the Board and the Administration.

- 7:5 Teachers shall be permitted to leave the school building at the close of the pupil day with the approval of the building principal. Said approval shall not be unreasonably withheld.

Teachers may request to leave the building prior to the student's dismissal in the case of an extreme emergency or a medical emergency. The request shall be made in writing and requires written approval by the Principal or his/her designee.

- 7:6 During the time of this contract, the School Superintendent may schedule one (1) after school Back to School night per year. Back to School night shall not be longer than two (2) hours. All teachers are expected to attend.
- 7:7 On the day preceding the beginning of Thanksgiving and Christmas vacation periods, school shall be held on the basis of a four-hour (4) regular day, exclusive of lunch.
- 7:8 In the event a teacher is required to cover the class of an absent teacher during a regularly scheduled preparation period such teacher shall receive compensation at a rate of one seventh (1/7) of the current *per diem* rate per class period.
- 7:9 Parent-Teacher conferences will be scheduled two days in the Fall and two days in the Winter. Conferences will be held on one of the two days in the afternoon and the other day in the evening. On the day of the conferences, school shall be held on the basis of a four-hour (4) regular day, exclusive of lunch. Afternoon conferences will begin thirty (30) minutes after student dismissal and be scheduled for up to two and a half (2 ½) hours. Evening conferences will be for two (2) hours duration. Winter conferences will be conducted at the teacher's discretion. It is understood and agreed that teachers will be present when a parent signs up for a conference.
- 7:10 Each full-time teacher shall be provided with a regular classroom length preparation period each full day of school. This time is to be used for classroom and instructional preparation.

**ARTICLE 8**  
**LIAISON COMMITTEE**

- 8:1 A joint Liaison Committee consisting of the School Superintendent or his designee, and (one) Principal, appointed by the Superintendent and four (4) members of the Neptune City Education Association appointed by the Association is hereby established. The Liaison Committee shall meet, periodically as the need arises while school is in session and advise and consult with the Board through the Superintendent on such matters as school calendar, teaching hours and load, class size, educational specialists, non-teaching duties, teacher employment, teacher assignment, teacher transfer, promotions, teacher evaluation, teacher facilities, professional development and educational improvement, protection of teachers, students, and property, maintenance of classroom control and discipline, personal and academic freedom, books and other instructional materials, teaching techniques, curriculum improvement extra-curricular programs, in-service programs, pupil testing and evaluation, philosophy and educational specifications for buildings, teacher responsibilities, and other matters regarding the effective operation of the Neptune City School District.
- 8:2 The Liaison Committee shall establish rules of procedure. The Superintendent and designee of the Association shall act as chairpersons. They shall be responsible for mutually preparing the agenda conducting the meetings.
- 8:3 The Liaison Committee shall be empowered by majority vote to form sub-committees to study and render reports to the Liaison Committee concerning the topics suggested in 8:1 above.
- 8:4 The primary function of the Liaison Committee is to recommend for Board consideration the establishment of policies and practices pertinent to the items suggested in 8:1 above. The Liaison Committee in preparing its recommendations for Board consideration shall at all times avail itself of the most up-to-date research pertinent to such recommendations. In addition, it shall provide for majority reports and minority reports, if any, pertaining to its recommendations.

- 8:5 The Board shall reply to recommendations of the Liaison Committee, setting forth in writing its reaction to such recommendations within a reasonable time, as indicated by the nature of the recommendations.
- 8:6 All reports and recommendations outlined in 8:5 shall be in writing.
- 8:7 Meetings shall generally be held at the end of the student day.

**ARTICLE 9**  
**TEMPORARY LEAVE OF ABSENCE**

- 9:1 Teachers shall be entitled to non-accumulative leave of absence with full pay for the following reasons up to a maximum of (3) days in any contract year.
- 9:1.1 Marriage in the immediate family Immediate family is as defined in 9:5.
- 9:1.2 Graduation exercises of the employee, the employee's spouse or domestic partner, or the employee's children from high school or from an accredited college or university.
- 9:1.3 Required appearances in court. The employee must be required by subpoena from the court to appear as a witness in a case in which he/she is not a litigant. Any other required court appearance shall be granted as personal leave.
- 9:1.4 Death of a close relative not residing in the household.
- 9:1.5 Attendance of Association representatives at conferences and conventions of state and national organizations. The combined total for all Association representatives shall not exceed three (3) days.



- 9:2 Teachers shall be granted three (3) personal leave days without specifying the reason, if they deem it to be of a personal nature. If on any one day, requests for a personal leave day of a personal nature exceed ten (10) percent in a building, the Superintendent may deny or postpone requests beyond the above limitation. Such denial shall be subject to grievance procedures. Unused personal days will be converted to sick days at the rate of one (1) sick day for each unused personal day.
- 9:3 All leaves of absence referred to in clauses 9:1 through and including 9:2 are subject to the following conditions:
- 9:3.1 At least twenty-four (24) hours' notice shall be given in requesting a personal day through the building Principal. Lacking such notice, the absence will be considered unauthorized and teacher's pay will be deducted at a daily rate of 1/200th of the annual salary. Deduction of salary will be waived in case of extreme emergency.
- 9:3.2 Personal days will not be granted the workday immediately preceding or following a holiday as defined by the school calendar, except for a court appearance pursuant to 9:1.3 or other extreme emergency not related directly to extending a holiday period.
- 9:3.3 The School Superintendent, in the best educational interest of the school district, is empowered to deny any requests for the above days. Such denial shall be subject to grievance procedures.
- 9:4 Two days may be granted upon request to the office of the School Superintendent for the purpose of visiting other schools, or attending meetings or conferences or an educational nature. A written report of the meeting, conference, or visitation to another school shall be submitted to the Principal within forty-eight (48) hours.
- 9:5 Up to five (5) days may be granted for death in the immediate family (husband, wife, children, and other members of the same home; father and mother; siblings; grandparent; grandchildren, father-in-law and mother-in-law).

The five (5) days shall be used consecutively within ten (10) days of the death.

- 9:6 Extensions to any temporary leaves of absence referred to in Sections 9:1 through 9:3 as outlined above may be made at the discretion of the School Superintendent.
- 9:7 Leaves taken pursuant to this Article shall be in addition to any sick leave to which a teacher is entitled.

## **ARTICLE 10**

### **EXTENDED LEAVES OF ABSENCE**

- 10:1 A maternity leave of absence, without pay, will be granted to any tenure teachers in accordance with the regulations of the State of New Jersey. A teacher applying for such leave, will when possible, notify the administration of her intent as soon as feasible. A teacher granted leave, must notify the Board of her intent to return to school sixty (60) days prior to the Board's issuance of contracts (April 30th), if the leave is for the calendar year, or otherwise, sixty (60) days prior to the termination date of the leave. Employees requesting maternity leave shall be eligible for the remainder of the year in which the birth occurs, plus up to one (1) full year beyond. In the case of a non-tenure teacher, maternity leaves shall be granted upon request but may not extend beyond the contract year in which they are taken.
- 10:1.1 A teacher on maternity leave shall have the opportunity to substitute in the Neptune City School District in the area of her certification, at the discretion of the School Superintendent.
- 10:1.2 Any tenure teacher adopting an infant child may be granted a leave up to the remainder of the year in which the adoption occurs, plus up to one (1) full year beyond. Such leave shall commence upon his/her receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements of the adoption.
- 10:2 Requests for a leave of absence, other than for maternity or adoption, may be granted by the Board upon the recommendation of the Superintendent. Such leaves of absence may be for a period of up to one (1) year.

- 10:3 All benefits to which a teacher was entitled at the time of his/her leave of absence commenced, including unused accumulative sick leave shall be restored to him/her upon his/her return, and he/she shall be assigned within the scope of his/her certification as determined by the State Board of Examiners
- 10:3.1 The time spent on extended leaves shall not count toward fulfillment of the time requirements for acquiring tenure, nor shall it count toward placement on the salary guide for seniority.
- 10:4 All extensions or renewals of leaves shall be applied for and granted in writing, and shall be acted upon by the Board upon the recommendation of the School Superintendent.

## **ARTICLE 11**

### **INSURANCE PROTECTION**

- 11.1.1 Horizon Blue Cross/Blue Shield Direct Access 15 is the base medical plan provided for the employees of the District. Effective January 1, 2021, any employee hired on or after July 1, 2020 who is eligible for health benefits shall be enrolled in the New Jersey Educator's Health Plan ("NJEHP"). All such employees shall remain enrolled in the NJEHP, or the Garden State Health Plan ("GSHP"), following its availability on July 1, 2021, or shall waive coverage until December 31, 2027. Effective January 1, 2021, any employee hired prior to July 1, 2020 who is eligible for health benefits may enroll in any insurance plan offered by the Board. Employees enrolled in the NJEHP or GSHP shall contribute toward the cost of insurance in accordance with P.L.2020, c.44 ("Chapter 44"). Employees enrolled in any other health benefit plan shall contribute toward the cost of insurance in accordance with P.L.2012, C.78 ("Chapter 78").

- 11:1.2 There shall be a traditional plan available to employees, however, should an employee elect a traditional level of coverage, he/she shall pay the full difference in premium between the chosen level of coverage under the Direct Access Program and the premium for the traditional level of coverage. Premium payments shall be made for twelve (12) months of coverage during the ten (10) month school year.
- 11:2 The Board shall arrange for continuance of health care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association provided that the retiree shall pay his/her own premium.
- 11:3 The Board agrees to provide dental insurance including orthodontia for the employee and his/her family. The carrier shall be one mutually agreeable to the Board and the Association. New hires shall receive employee only coverage. After two (2) years of employment, coverage is extended to dependents.

Employees shall contribute \$25.00 per month or a total of \$250.00 per year toward the cost of such insurance. Such contribution shall be in addition to the required contribution amount towards health benefit costs pursuant to Chapter 2, P.L. 2010.

There will be no changes to the rate of employee payments in accordance with Public Law 2011, Chapter 78.

- 11:4 The Board of Education agrees to provide a prescription insurance plan for the employee and his/her family. The carrier shall be one mutually agreeable to the Board and the Association. The Board of Education agrees to provide a plan that is substantially equivalent to the Horizon Blue Cross/Blue Shield plan in effect on June 30, 2014, with the following co-pays:

Retail:	\$10.00 generic
	\$15.00 preferred brand
	\$20.00 non-preferred brand
Mail Order:	Co-pays are applicable at 2 times for each prescription submitted.

11:5 The Board shall instruct the carrier to provide each teacher with a description of the health-care insurance coverage provided under this Article, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage, as listed above.

11:6 Employees may opt-out (July 1<sup>st</sup> through June 30<sup>th</sup>) of the Health Insurance program, the prescription program and receive, in-lieu-of the benefit, twenty-five percent (25%) of the premium cost, not to exceed \$5,000 as a one-time non-pensionable payment. Employees electing to opt out shall notify the Board business office no later than March 1<sup>st</sup> of the previous school year. Payment shall be made by July 15<sup>th</sup> of the school year following the year in which the employee opts-out.

Employees must have proof of insurance from another source and must opt-out yearly. A change of life event shall allow an employee to opt-back into the plans without penalty on the first of a month. Any opt-out monies due the employee shall be paid on a pro-rated basis calculated upon the date on which the employee opt-back into the coverage.

11:7 The employee will contribute, through payroll deductions, a percentage of their base salary toward the premium for the chosen level of health coverage. Such contribution will correspond to the minimum contribution required by State law.

11:8 Effective December 1, 2014, the current medical and prescription plans shall be modified as follows:

Medical

Office co-pay from \$5 to \$15

Out-of-Network Deductible from \$100/\$250 to \$200/\$400

Prescription

Co-pay from \$5/\$10/\$15 to \$10/\$15/\$20

**ARTICLE 12**  
**TRANSFERS, ASSIGNMENTS, AND REASSIGNMENT**

12:1 No later than May 1st of each school year, the Superintendent shall make available to the Association and post in the school building, a list of the unfilled positions, including a summer school, which he/she expects to fill prior to the opening of school in September. Revisions of the aforementioned list will be made as of June 1, July 1, and August 1. During July and August, the revised list will not be posted in the school building. However, it will be forwarded to the Association President at his/her summer address, as filed with the Board.

12:2 Teachers who desire a change in grade and/or subject assignments may file a written statement of such desire with the Superintendent not later than May 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.

In the determination of requests for voluntary reassignments and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact. The final decision pertaining to assignments rests with the School Superintendent. Upon reaching his/her decision, the Superintendent shall notify the employees involved.

12:3 As soon as practicable, and no later than the last two weeks of school, the Superintendent shall post and make available to the Association President, a system-wide roster showing the names and tentative assignments of all personnel. In the event of a change of assignment, whenever possible the teacher shall be notified by June 30th of the change for the next school year. Upon request of the teacher, a consultation with the Superintendent or his/her designee will be held.

12:4 Notice of all open positions (except classroom teachers) in the Neptune City School shall be posted and sent to the Association President. The position notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within fifteen (15) days after the date of the notice. No permanent appointment to a position posted shall be made until twenty (20) days after the posting notice has been issued.

**ARTICLE 13**  
**TEACHER EVALUATION**

***The Board of Education will comply with the State mandated evaluation regulations as promulgated and/or as amended by the State. Should a conflict arise between the regulations and the contract language, the regulation shall control.***

- 13:1 Teachers shall be evaluated by their immediate supervisors three (3) times in each school year to be followed in each instance by a conference between the teacher and his/her immediate supervisor for the purpose of identifying deficiencies, extending assistance for their correction and improving instruction.
- 13:2 A teacher shall be given a copy of any evaluation report prepared by his/her evaluators before or during any conferences held to discuss it. If the teacher is dissatisfied with his/her evaluation conferences, he/she may request additional conference time prior to the evaluation being placed in his/her file. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without a prior conference with the teacher. The teacher shall sign all material of this nature that is placed in his/her file. Such signature shall indicate only that the report has been read by the teacher, and in no way indicates agreement with the contents thereof. Evaluation documents shall be made available to employees electronically through District software.

**ARTICLE 14**  
**SICK LEAVE**

14:1 All teachers shall be entitled to ten (10) sick leave days each school year, as of the first official day of said school year whether or not they report for duty that day. Unused sick days shall be accumulated from year to year with no maximum limit.

14:2 Previously accumulated unused sick leave days, accumulated in the Neptune City School shall be reinstated upon a teacher's return to the school system.

14:3 Teachers shall be given a written account of their accumulative sick leave days, not later than September 30<sup>th</sup> of each school year.

14:4 Unused Sick Leave at Retirement

Upon retirement after at least twenty (20) years of continuous service with the Neptune City School District, an employee shall be reimbursed for unused sick leave pursuant to the following:

14:4.1 \$50.00 per day for each unused sick day not to exceed a maximum payout of ten thousand dollars (\$10,000). (200 days)

14:4.2 If an employee provides notice of a June 30th retirement no later than February 1st of the effective year, the daily rate for compensation for separation pay shall be ten dollars (\$10.00) per day higher than the rate enumerated in 14:4.1 above. The maximum pay out shall be twelve thousand dollars (\$12,000).



14:5 Payments under 14:4.1 or 14:4.2 above shall be made according to the following schedule:

14:5.1 Employees who retire by December 31<sup>st</sup> of a school year are eligible for payment for one-half (50%) of their total for unused sick leave the following July 1st.

14:5.2 Said employees shall receive the second one-half (50%) payment on January 1st one (1) year following actual retirement.

14:5.3 Employees who retire by June 30<sup>th</sup> of a school year are eligible for payment for one-half (50%) of their total for unused sick leave the following January 1st.

14:5.4 Said employees shall receive the second one-half (50%) payment on July 1st one (1) year following actual retirement.

NOTE: Payments shall be made on the first payday following the foregoing dates.

14:5.5 Payments for unused sick leave shall be made to a 403b account in the employee's name. All employees shall participate in the 403b program.

14:6 If an employee dies after having his/her notice of retirement accepted by the Board, but prior to the completion of payments for unused sick leave according to the above schedule, the payments due shall be paid to the employee's estate pursuant to the schedule outlined in 14:5 above.

14:7 Under this provision, any Board approved unpaid leave of absence shall not be considered an interruption of employment, however it is understood that time spent on an approved leave of absence does not count as work time towards accumulation of the twenty (20) required years of employment.

**ARTICLE 15**  
**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- 15:1 A teacher shall be eligible for reimbursement of up to \$500.00 per credit, contingent upon receiving credit for the course, to a maximum of nine (9) credit hours in any year. Reimbursement to part time employees shall be prorated based on the percentage that the hours in their normal workweek bear to 33.75 hours. Such courses must be related to the teacher's school assignment and must be approved by the Superintendent of Schools.
- 15:2 The Board agrees to pay the full tuition cost and other expenses, approved in advance by the Superintendent, incurred in connection with any courses, workshops, seminars, conferences, or in-service training sessions which a teacher is required by the Board to be taken, except for certification purposes.
- 15:3 The Board and Administration encourage the cooperation of the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction.
- 15:4 A teacher shall be eligible for compensation at the agreed \$60 hourly rate for attendance at any educational meetings, workshops, conferences, etc., which take place outside regular school hours, up to a maximum amount for each meeting, workshop, conference, etc., as follows:

2024-2027  
\$420.00

Attendance at any of the above 15:4 must be mutually agreed on by the Superintendent and teacher and approved by the Board.

**ARTICLE 16**  
**SALARIES**

16:1 The salaries of all teachers covered by the Agreement are set forth in Schedule A, and the salaries of all paraprofessionals covered by the Agreement are set forth in Schedule A.1, which are attached hereto and made a part hereof.

16:1.1 Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

16:1.2 Teachers will be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month. When a payday falls on a non-working day, teachers shall receive their paychecks on the last previous working day.

16:1.3 Teachers shall receive their final paychecks provided they have completed all professional responsibilities.

16:1.4 Teachers shall be notified of their contract and salary status for the ensuing year, no later than State Statute or New Jersey Administrative Code (N.J.A.C.).

16:1.5 Teachers receiving additional pay for whatever reason shall be paid by separate check for those services within thirty (30) days upon completion of services.

16:1.6 Effective July 1, 2017, teachers must work ninety-three (93) days or more in order to advance on the salary guide in the following year.

16:2 Any employee hired on or before July 1, 2025 shall be eligible for a longevity stipend in accordance with the following schedule:

Upon completion of the 25 <sup>th</sup> year	\$2,250
Upon completion of the 20 <sup>th</sup> year	\$1,500
Upon completion of the 15 <sup>th</sup> year	\$1,000

- 16:3 In the event a teacher, holding a supervisory or principal certificate, is required to provide administrative coverage for an absent building administrator, the teacher shall be compensated an additional \$50 per half-day. Coverage should be done equitably and on a rotation basis.
- 16:4 In the event a paraprofessional, holding a substitute or teaching certificate, is required to cover the class of an absent teacher, such paraprofessional shall be compensated an additional \$50 per day. Coverage should be done equitably and on a rotation basis.

## **ARTICLE 17**

### **DEDUCTIONS FROM SALARY**

- 17:1 The Board agrees to deduct from the salaries of its teachers dues for the Neptune City Education Association, the Monmouth County Education Association, the New Jersey Education Association and the National Education Association, as said teacher individually and voluntarily authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws 1969 (N.J.S.A. 52:1415, 9E) and under rules established by the State Department of Education.
- 17:2 Each of the Associations named above shall certify to the Board, in writing, no later than August 1, the current rate of its membership dues, which will remain in effect for the entire school year.

**ARTICLE 18**  
**MISCELLANEOUS PROVISIONS**

- 18:1 This agreement shall be construed as though it were a Board Policy for the term of the said Agreement, and the Board shall carry out commitments contained herein and give them full force and effect as Board policy.
- 18:2 If any provision of this agreement, or any application of this Agreement to any employee of 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 all other provisions or applications shall continue in full force and effect.
- 18:3 Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers employed.
- 18:4 The Association recognizes that the Board may not by Agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.
- 18:5 It is understood by all parties that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted by law.
- 18:6 Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall be provided notice at the following addresses:
- |   |   |
|---|---|
| If by the Association to the Board:<br>Administration Office<br>Wilson School<br>Neptune City, NJ 07753 | If by the Board to the Association:<br>At the school address of the Association<br>President. |
|---|---|
- 18:7 Paraprofessionals who perform daily toileting services shall be paid an annual stipend of \$1,000. It is understood that individuals who provide the services on a part-time basis shall receive \$7.00 per day.

**ARTICLE 19**  
**DURATION OF AGREEMENT**

- 19:1 This Agreement shall be effective as of July 1, 2024, except as herein provided, and shall continue in effect through June 30, 2027. Furthermore, the entire Agreement is subject to the Association's right to begin negotiation over a successor Agreement on or before December 1, 2026. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless an extension is agreed to by both parties and expressed in writing prior to such date.
- 19:2 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.

**Neptune City Board of Education:**

By: \_\_\_\_\_  
Anthony Susino, President

By: \_\_\_\_\_  
George Gahles, Board Secretary

**Neptune City Education Association:**

By: \_\_\_\_\_  
Sherry Rotem, President

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

**Schedule A - 2024-2025 Teacher Salary Guide**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
<b>1</b>	54,961	55,666	56,571	57,771
<b>2</b>	55,461	56,166	57,071	58,271
<b>3</b>	56,611	57,316	58,221	59,421
<b>4</b>	57,986	58,691	59,596	60,796
<b>5</b>	59,386	60,091	60,996	62,196
<b>6</b>	60,886	61,591	62,496	63,696
<b>7</b>	62,586	63,291	64,196	65,396
<b>8</b>	64,386	65,091	65,996	67,196
<b>9</b>	66,286	66,991	67,896	69,096
<b>10</b>	68,286	68,991	69,896	71,096
<b>11</b>	70,286	70,991	71,896	73,096
<b>12</b>	72,386	73,091	73,996	75,196
<b>13</b>	74,686	75,391	76,296	77,496
<b>14</b>	77,386	78,091	78,996	80,196
<b>15</b>	80,386	81,091	81,996	83,196
<b>16</b>	84,376	85,081	85,986	87,186
<b>17</b>	88,501	89,204	90,106	91,310



**Schedule A - 2025-2026 Teacher Salary Guide**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
<b>1</b>	56,931	57,636	58,541	59,741
<b>2</b>	57,431	58,136	59,041	60,241
<b>3</b>	58,806	59,511	60,416	61,616
<b>4</b>	60,206	60,911	61,816	63,016
<b>5</b>	61,706	62,411	63,316	64,516
<b>6</b>	63,406	64,111	65,016	66,216
<b>7</b>	65,206	65,911	66,816	68,016
<b>8</b>	67,106	67,811	68,716	69,916
<b>9</b>	69,106	69,811	70,716	71,916
<b>10</b>	71,106	71,811	72,716	73,916
<b>11</b>	73,206	73,911	74,816	76,016
<b>12</b>	75,506	76,211	77,116	78,316
<b>13</b>	78,206	78,911	79,816	81,016
<b>14</b>	81,206	81,911	82,816	84,016
<b>15</b>	85,201	85,906	86,811	88,011
<b>16</b>	89,326	90,029	90,931	92,135

**Schedule A - 2026-2027 Teacher Salary Guide**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
<b>1</b>	58,656	59,361	60,266	61,466
<b>2</b>	59,156	59,861	60,766	61,966
<b>3</b>	59,656	60,361	61,266	62,466
<b>4</b>	61,056	61,761	62,666	63,866
<b>5</b>	62,556	63,261	64,166	65,366
<b>6</b>	64,256	64,961	65,866	67,066
<b>7</b>	66,056	66,761	67,666	68,866
<b>8</b>	67,956	68,661	69,566	70,766
<b>9</b>	69,956	70,661	71,566	72,766
<b>10</b>	71,956	72,661	73,566	74,766
<b>11</b>	74,056	74,761	75,666	76,866
<b>12</b>	76,356	77,061	77,966	79,166
<b>13</b>	79,056	79,761	80,666	81,866
<b>14</b>	82,056	82,761	83,666	84,866
<b>15</b>	86,051	86,756	87,661	88,861
<b>16</b>	90,176	90,879	91,781	92,985

**Schedule A.1 – 2024-2025 Paraprofessional Salary Guide**

<b>Step</b>	<b>Salary</b>
<b>1</b>	21,013
<b>2</b>	21,513
<b>3</b>	22,013
<b>4</b>	22,638
<b>5</b>	23,288
<b>6</b>	23,838
<b>7</b>	24,378
<b>8</b>	24,928

**Schedule A.1 – 2025-2026 Paraprofessional Salary Guide**

<b>Step</b>	<b>Salary</b>
<b>1</b>	21,396
<b>2</b>	21,896
<b>3</b>	22,396
<b>4</b>	22,896
<b>5</b>	23,496
<b>6</b>	24,193
<b>7</b>	24,793
<b>8</b>	25,348

**Schedule A.1 – 2026-2027 Paraprofessional Salary Guide**

<b>Step</b>	<b>Salary</b>
<b>1</b>	21,823
<b>2</b>	22,323
<b>3</b>	22,823
<b>4</b>	23,323
<b>5</b>	23,823
<b>6</b>	24,423
<b>7</b>	25,073
<b>8</b>	25,698

**Schedule B**

<b>Position</b>	<b>2024-2027</b>
Soccer Coaches	\$2,465.20
Cheerleader Coach (Fall)	\$2,465.20
Basketball Coaches	\$3,837.49
Cheerleader Coach (Winter)	\$3,837.49
Softball Coach	\$2,465.20
Baseball Coach	\$2,465.20
Arts and Crafts	\$1,157.42
Creative Writing	\$1,157.42
Pirate Press	\$1,157.42
Yearbook	\$1,920.03
8th Grade Advisor	\$1,157.42
Student Council	\$1,920.03
National Junior Honor Society Advisor	\$1,289.00

**Per Hour Rates**

Band Lessons	\$39.05
Breakfast Supervisor	\$37.69
Home Instruction	\$34.66
Homework Center	\$34.66
NJASK	\$45.64
Saturday School	\$45.64
Summer School	\$45.64
Cafeteria/Lunch Monitor	\$37.69
Playground Monitor	\$37.69
Silent Study Hall Monitor	\$37.69
After School Monitor (Admin. Certificate)	\$60.00
After School Monitor	Contractual hourly rate

**Curriculum Writing**

**2024-2027**

A 5-day per week grade level course

\$606.15

A grade level course that meets less than 5 days per  
week at a rate per day of instruction:

\$128.61

Example: 2 days of instruction equals 2 times per day rate

Extracurricular positions shall be offered to all members of the bargaining unit as they become vacant with the exception of a position that was held by an interested party the previous year.

Movement from one experience column to another is subject to consecutive years of service in the position. Employees who have a break in service and have not reached level 3, shall be placed at the last salary level at which they served upon a return to the position. Employees with more than a three (3) year break in service shall be placed at level 1 upon a return to the position.