

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into by and between the Neptune City Board of Education (hereinafter referred to as "NCBOE"), and the Neptune City Education Association, (hereinafter referred to as "NCEA"), subject to ratification by both parties.

The parties in the NCBOE and the NCEA agree as follows:

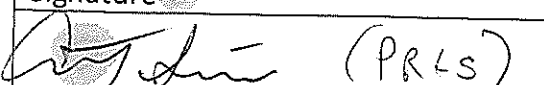


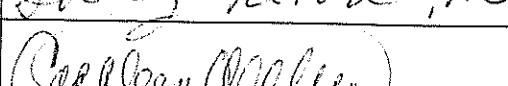
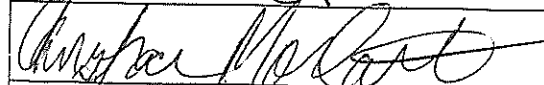
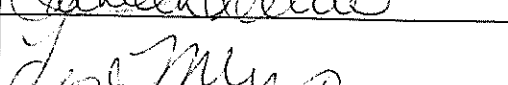

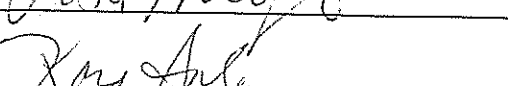
Duration: This contract shall commence on July 1, 2021, and shall expire on June 30, 2024.

Salary:

- a) Effective July 1, 2021, the NCEA employees shall each move one step on the Salary Guide.
- b) Year 1: Effective July 1, 2021, the base salaries of the entire Association shall increase by 3.4% inclusive of increment, for all positions and titles.
- c) Year 2: Effective July 1, 2022, the base salaries of the entire Association shall be increased by 3.3% inclusive of increment, for all positions and titles.
- d) Year 3: Effective July 1, 2023, the base salaries of the entire Association shall be increased by no less than 3.15% inclusive of increment, for all positions and titles. The board agrees to reopen the contract to renegotiate salary only in year 3 should the Board's budget support a higher increase.
- e) Salary guides shall be mutually developed and agreed upon by the parties.

Language: All terms and conditions of the previously agreed collective bargaining agreement shall remain settled and incorporated in the new agreement.

Ratification: All parties agree to recommend for ratification the terms and conditions contained herein to their respective members.

Neptune City Board of Education		Neptune City Education Association	
Signature	Date	Signature	Date
 (PRLS)	9/20/21	 , Pres.	9/17/21
	9/20/21		9-17-21
	9/20/21		9/17-21
	9/20/21		9-17-21

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, 2021 through June 30, 2024

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PREAMBLE

This agreement entered into this 1st day of July, 2021, 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 1 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
 - (b) any rule or regulation of the State Commissioner of Education but not the violation, misinterpretation, or misapplication of such rule or regulation, or
 - (c) any existing by-laws of the Board of Education or
 - (d) any matter which according to law is beyond the scope of Board authority
 - (e) any complaint of a non-tenured teacher which arises by reason of his/her not being re-employed
 - (f) 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.

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 the interschool mail facilities and 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.

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. Each teacher will remain after the end of the regular work day one (1) day each week, for 25 minutes for scheduled extra help for students. A schedule shall be developed with the administration and posted for students.

- 7:1.2 The Superintendent shall have the right to schedule a reasonable number of faculty meetings during the school year at which teacher attendance is required. However, teachers shall not be required to attend such meetings for more than one (1) hour beyond the normal school day as set forth herein. Faculty meetings should be announced 48 hours prior to the meeting except in emergencies. An agenda for such meetings should be submitted if possible a day in advance. Written suggestions from the faculty are welcomed. In addition, the Association President, upon request, shall be given five (5) minutes time on the agenda of any faculty meeting.
- 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 beyond the teacher's in-school work day and overnight or weekend trips, shall be voluntary. Trips which extend more than two hours (2) beyond the teacher in-school workday shall be compensated over the 2 hours at an hourly rate per hour up to the maximum amount for each occurrence as follows:

2021-2024
\$21.23 to a maximum of \$212.30

- 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 eight (8) evening meetings per year. Such meetings shall not be longer than three (3) hours per meeting. Adequate notice of not less than one (1) week in advance of such meeting shall be given to those 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 afternoon 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 three (3) hours. Evening conferences will be for two (2) hours duration.
- 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) temporary leave days without specifying the reason, if they deem it to be of a personal nature. If on any one day, requests for a temporary 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 proceeding 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; 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 A base medical plan will be provided for the employees of the District. Such plan will be substantially equivalent to the Horizon Blue Cross/Blue Shield Direct Access Program. Effective as soon as possible after ratification by both parties, Direct 15 will become the base insurance plan. Teachers who choose a plan with a higher premium will pay the difference between Direct 15 plan and the higher premium. All Chapter 78 payments will be calculated against the premium payments for Direct 15.
- 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 1st through June 30th] 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 1st of the previous school year. Payment shall be made by July 15th 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.

- 13:3 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.
- 13:4 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.
- 13:5 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.
- 13:6 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 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 30th 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 31st 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 30th 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 \$250.00 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. Courses required for certification purposes are not eligible for reimbursement. The Board shall put into place an accountable plan as defined by the Internal Revenue Code.
- 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 a fixed rate per hour 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:

2021-2024
\$21.23 to a maximum of \$212.30

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 15th and 30th 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.

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. 52:14-15, 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 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 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:

Administration Office
Wilson School
Neptune City, NJ 07753

If by the Board to the Association:

At the school address of the Association President.

ARTICLE 19 AGENCY SHOP

19:1 Purpose of Fee

If an employee does not become a member of the association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or any part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

19:2 Amount of the Fee

1. Notification- Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum- In order to adequately offset the per capita cost of services rendered by the Association as the majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

19:3 Deduction and Transmission of the Fee

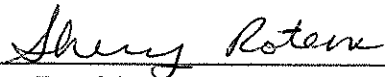
1. Notification- Once during each membership year covered in whole or part by this Agreement, the Association will submit to the Board, a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph two that follows, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
2. Payroll Deduction Schedule- The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee of the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid.
 - (a) 10 days after receipt of the aforesaid list by the Board:
or
 - (b) 30 days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after resumption of the employee's employment in a bargaining unit position, whichever is later.

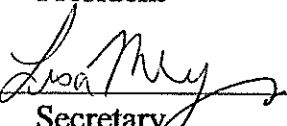
3. Termination of Employment- If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
4. Mechanics- Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
5. Changes- The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received such changes.
6. New Employees- On or about the last day of each month, beginning with the month this becomes effective, 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, job titles and dates of employment for all such employees.

ARTICLE 20
DURATION OF AGREEMENT

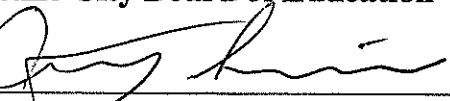
- 20:1 This Agreement shall be effective as of July 1, 2021, except as herein provided, and shall continue in effect through June 30, 2024. Furthermore, the entire Agreement is subject to the Association's right to begin negotiation over a successor Agreement on or before December 1, 2023. This Agreement 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.
- 20:2 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.

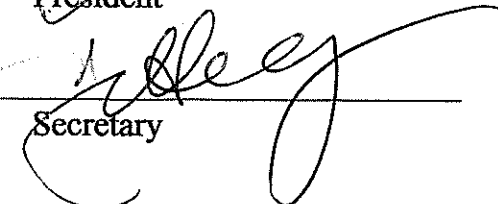
Neptune City Education Association

By 
President

By 
Secretary

Neptune City Board of Education

By 
President

By 
Secretary

Schedule A - 2021-2022 Teacher Salary Guide

Step	BA	BA+30	MA	MA+30
1-2	51,525	52,225	53,125	54,325
3-4	52,150	52,850	53,750	54,950
5	53,150	53,850	54,750	55,950
6-7	54,550	55,250	56,150	57,350
8	55,950	56,650	57,550	58,750
9	57,350	58,050	58,950	60,150
10	58,850	59,550	60,450	61,650
11	60,450	61,150	62,050	63,250
12	62,250	62,950	63,850	65,050
13	64,090	64,790	65,690	66,890
14	66,040	66,740	67,640	68,840
15	68,040	68,740	69,640	70,840
16	70,140	70,840	71,740	72,940
17	72,440	73,140	74,040	75,240
18	74,940	75,640	76,540	77,740
19	77,840	78,540	79,440	80,640
20	82,040	82,740	83,640	84,840
21	86,340	87,040	87,940	89,140

Schedule A - 2022-2023 Teacher Salary Guide

Step	BA	BA+30	MA	MA+30
1	52,030	52,730	53,630	54,830
2-3	52,530	53,230	54,130	55,330
4-5	53,530	54,230	55,130	56,330
6	54,930	55,630	56,530	57,730
7-8	56,330	57,030	57,930	59,130
9	57,730	58,430	59,330	60,530
10	59,230	59,930	60,830	62,030
11	60,855	61,555	62,455	63,655
12	62,705	63,405	64,305	65,505
13	64,605	65,305	66,205	67,405
14	66,540	67,240	68,140	69,340
15	68,540	69,240	70,140	71,340
16	70,640	71,340	72,240	73,440
17	72,940	73,640	74,540	75,740
18	75,440	76,140	77,040	78,240
19	78,390	79,090	79,990	81,190
20	82,590	83,290	84,190	85,390
21	86,840	87,540	88,440	89,640

Schedule A - 2023-2024 Teacher Salary Guide

Step	BA	BA+30	MA	MA+30
1-2	53,515	54,215	55,115	56,315
3-4	54,015	54,715	55,615	56,815
5-6	55,215	55,915	56,815	58,015
7	56,590	57,290	58,190	59,390
8-9	57,990	58,690	59,590	60,790
10	59,490	60,190	61,090	62,290
11	61,140	61,840	62,740	63,940
12	62,940	63,640	64,540	65,740
13	64,790	65,490	66,390	67,590
14	66,740	67,440	68,340	69,540
15	68,740	69,440	70,340	71,540
16	70,840	71,540	72,440	73,640
17	73,140	73,840	74,740	75,940
18	75,690	76,390	77,290	78,490
19	78,690	79,390	80,290	81,490
20	82,890	83,590	84,490	85,690
21	87,140	87,840	88,740	89,940

Schedule A.1 - 2021-2022 Paraprofessional Salary Guide

Mulroy	\$19,702
Lyons	\$19,702
Czajkowski	\$20,901
Stryker	\$21,426
Rossi	\$21,587

Schedule A.1 - 2022-2023 Paraprofessional Salary Guide

Mulroy	\$20,352	
Lyons	\$20,352	21,591 brought up to par with Czajkowski
Czajkowski	\$21,591	
Stryker	\$22,133	
Rossi	\$22,299	

Schedule A.1 - 2023-2024 Paraprofessional Salary Guide

Mulroy	\$20,993	116.63
Lyons	\$20,993	116.63
Czajkowski	\$22,271	123.74
Stryker	\$22,830	126.84
Rossi	\$23,001	127.79

Schedule B

Position	2021-2024
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
8 th 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

Curriculum Writing	2021-2024
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
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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.

Appendix – Article 7, Section 7:1.1

7:1.1 The following guidelines apply to Article 7-7:1.1

These guidelines have been agreed to between the Administration and the NCEA. They may be modified at any time, without opening negotiations on the contract, by mutual agreement between the parties.

1. Every full-time teacher will be available for instructional support after the regular school day for 25 minutes one (1) day each week.
2. The extra help sessions will begin the first week in October and will end the first week in June.
3. The faculty and administration will agree upon the extra help session to be on Monday. This will remain consistent for the entire school year, unless a modification is agreed upon by both the Administration and the NCEA.
4. If no students show up for extra help, the teacher may use the time as additional prep time.
5. If the designated extra help day falls on a holiday or an early dismissal day, extra help will not be scheduled.
6. Each teacher will identify the subject and the students for extra help at least two days in advance. The teacher will notify parents.
7. If a teacher is absent or needs to cancel due to a personal emergency on the extra help day, they must e-mail the list of student participants to the office prior to the start of the school day or leaving the building. The office will contact parents to let them know the session is cancelled.

8. The sign out book will be utilized, and teachers should sign out after dismissal of the students at the end of the extra help session or later if the teacher remains in the building.
9. Teachers will dismiss students from the extra help session using End of Day dismissal procedures.
10. In case of emergency should a teacher need to cancel an extra help session, the administration and NCEA President must be notified by the teacher as soon as possible. After a teacher has three (3) cancelled sessions, a meeting with an NCEA representative, the Administration and the faculty member will be scheduled in order to devise a plan for missed instructional support time.

BASE YEAR					
2020-21	Neptune City Paraprofessionals				
			3.40%		
	2020-21		2021-22		
Member	Salary	FTE	Salary		
Mulroy	\$19,054.00	1	\$19,702.00		
Lyons	\$19,054.00	1	\$19,702.00		
Czajowski	\$20,214.00	1	\$20,901.00		
Stryker	\$20,721.00	1	\$21,426.00		
Rossi	\$20,877.00	1	\$21,587.00		
Total Salary	\$99,920.00		Total \$103,318.00		
			Difference \$3,398.00		
			As a % 3.40%		
			Total \$106,727.00		
			Difference \$3,409.00		
			As a % 3.30%		
			Total \$110,088.00		
			Difference \$3,361.00		
			As a % 3.15%		