

**AGREEMENT**

**BETWEEN**

**LONG BRANCH**

**BOARD OF EDUCATION**

**AND**

**LONG BRANCH SCHOOL**

**EMPLOYEES ASSOCIATION**

**2007 - 2010**

**LONG BRANCH SCHOOL EMPLOYEES ASSOCIATION**

**2007-2008 Officers**

Ivette Cotte, President  
Maria Taylor, Executive Vice President  
Paul Eschelbach, First Vice President  
Kathleen Evans, Treasurer  
Isaiah Sepulveda, Corresponding Secretary  
Jen Lautas, Recording Secretary

**LONG BRANCH BOARD OF EDUCATION**

**2007-2008 Members**

Michele Critelli, President  
Violeta Peters, Vice President  
Joseph Sirianni  
Mary L. George  
Armand R. Zambrano, Jr.  
Rose M. Widdis  
Lucille M. Perez  
Avery W. Grant  
Bill Dangler

**CENTRAL OFFICE ADMINISTRATORS**

**2007-2008**

Joseph M. Ferraina  
Superintendent of Schools  
George L. Catrambone  
Assistant Superintendent  
Michael Salvatore  
District Administrator, 6 -12  
Garry Penta  
District Administrator, PreK - 5  
Roberta Freeman  
Abbott Implementation Liaison  
Gail I. Becker  
District Manager for Personnel and Special Projects  
Peter E. Genovese III  
School Business Administrator/Board Secretary  
Nancy L. Valenti  
Asst. School Business Administrator/Asst. Board Secretary

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<b>SUMMER</b>	<b>PAID PER</b>	<b>2007-2010</b>
Band (MS/Elem)[not to exceed 80 hrs-4 wks@20 hrs.	hour	\$ 24.21
Band (HS)	season	\$ 3,169.31
Bus Aide	hour	\$ 9.97
Bus Driver	day	\$ 93.52
Camp Program Planner (6 week maximum)	week	\$ 1,176.26
Camp Program Facilitator	week	\$ 1,176.26
Camp Building Facilitator	week	\$ 888.90
Camp Student Facilitator	week	\$ 888.90
Child Study Team Case Worker	case	\$ 125.66
Child Study Team Case Conference Teacher	case	\$ 53.56
Child Study Team Evaluation	case	\$ 329.60
Corridor Aide	week	\$ 441.87
Custodian/Grounds	week	\$ 526.33
Guidance Counselor (Summer School)	week	\$ 888.90
Guidance [Regist./Scheduling/SAT prep/Test Score Review] (2 wk max)	day	\$ 234.84
Nurse (MS/Elem)	week	\$ 888.90
Nurse (HS)	hour	\$ 29.63
Secretary	week	\$ 507.80
Special Education Extended School Year Related Services	hour	\$ 63.86
Special Education Team Leader (MS/HS - 2 week maximum)	week	\$ 985.71
Teacher (MS/Elem - 6 hr. day)	week	\$ 888.90
Teacher (HS- 4 hr. day)	week	\$ 592.60
Weight Room Training	hour	\$ 20.94

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ELEMENTARY	STEP	2007-2010
After School Academic Extra-Curricular Program Advisor (E)	per activity	\$ 915.00
After School Athletic Extra-Curricular Activities Advisor (E)	per season	\$ 915.00
Before/After School Activities Advisor/Tutor (E)	per hour	\$ 24.21
Before/After School Activities Assistant (E)	per hour	\$ 12.62
Bilingual/ESL Advisor, PreK-2 (E)		\$ 3,155.00
Bilingual/ESL Advisor, Gr.3-5 (E)		\$ 3,155.00
Breakfast Monitor (E)	per session	\$ 13.08
Community/Parent Involvement Specialist (JMF) (E)		\$ 2,136.00
Community/Parent Involvement Specialist (LWC) (E)		\$ 2,136.00
Head Facilitator - Mathematics (E)	Category II	\$ 3,738.00
Head Facilitator - Reading/Writing (E)	Category I	\$ 4,486.00
Interscholastic Athletic/Recreational Activities Advisor		\$ 2,647.00
Lunchroom Monitor (E)	per session	\$ 21.36
NCLB School Improvement Leader, 3-5 (E)		\$ 2,670.00
NCLB School Improvement Leader, K-2 (E)		\$ 2,670.00
Team Leader - Computer Science/Technology Magnet (E)		\$ 2,479.00
Team Leader - Gifted/Enrichment Magnet (E)		\$ 2,479.00
Team Leader-Future Leaders (E)		\$ 2,479.00
Team Leader - Marine Environmental Science Magnet (E)		\$ 2,479.00
Team Leader - Metropolis Magnet (E)		\$ 2,479.00
Team Leader - Talented Magnet (E)		\$ 2,479.00
Technology/Distance Learning Advisor (AAA) (E)		\$ 4,639.00
Technology/Distance Learning Advisor (MA/AWC) (E)		\$ 4,639.00
Technology/Distance Learning Advisor (JMF/LWC) (E)		\$ 4,639.00
Technology/Distance Learning Advisor (WE) (E)		\$2,319.50
Technology/Distance Learning Advisor (GRE) (E)		\$ 4,639.00

**ARTICLE I**

**Recognition**

A. The Board hereby recognizes the Association as the exclusive representative of collective negotiations concerning terms and conditions of employment for a bargaining unit consisting of:

1. All certified personnel under contract with the board in the following positions, but excluding all positions not specifically mentioned:

- Teacher
- Learning Disabilities Teacher-Consultant
- Speech Language Specialist
- Media Specialist/Librarian
- School Nurse
- Guidance Counselor
- Coach
- School Social Worker
- School Psychologist
- Head Teacher
- WSR Facilitator
- Student Facilitator
- Technology/Distance Learning Advisor

2. All secretaries and clerks employed by the Board, except for the secretaries for the Superintendent of Schools, the Assistant Superintendent of Schools, the District Manager for Personnel and Special Projects, the District Administrator PreK-5, the District Administrator 6-12, the District Administrator for Whole School Reform, District Abbott Implementation Liaison, School Business Administrator/Board Secretary, Assistant School Business Administrator/Assistant Board Secretary, and other confidential secretaries who are specifically excluded, including the personnel certification secretary and the benefits secretary.

3. All custodians, matrons, maintenance men and groundsmen employed by the Board.

MIDDLE SCHOOL	STEP	2007-2010
A.M. Concert Band/Jazz Band (M) Step (1)\$2,136 (2)\$2,670 (3)\$3,204	Step	
Basic Belief in People (BBIP) Advisor (M)		\$ 643.00
Bookstore (M) Step (1)\$412 (2)\$529 (3)\$647 (4)\$764 (5)\$882	Step	
Breakfast Monitor (M)	per session	\$ 13.08
Choral Music Advisor (M) Step (1)\$1,922 (2)\$2,349 (3)\$2,777	Step	
Dance Club Advisor (M) Step (1)\$2,586 (2)\$2,723 (3)\$2,860 (4)\$2,996 (5)\$3,133	Step	
Drama Club Advisor (M) Step (1)\$2,670 (2)\$3,204 (3)\$3,738	Step	
Drug Free Club Advisor (M)		\$ 2,524.00
Extended Detention (M)	per hour	\$ 24.21
GEPA Test Reviewers (M)	per hour	\$ 24.21
Grade 8 Activities Advisor (M)		\$ 643.00
Head Teacher - Bilingual/ESL (M)	Category II	\$ 3,739.00
Head Teacher - Physical Ed/Health (M)	Category II	\$ 3,739.00
Head Teacher - Related Arts [Ar/Music] (M)	Category I	\$ 5,341.00
Head Teacher - Special Education (M)	Category I	\$ 5,341.00
Homework Club Advisor (M)	per hour	\$ 24.21
Interscholastic Athletic/Recreational Activities Advisor (M)		\$ 2,647.00
Lunchroom Monitor (M)	per session	\$ 21.36
National Junior Honor Society Advisor (M)		\$ 643.00
Natural Helpers Advisors (M)		\$ 643.00
NCLB Activities Facilitator (M)		\$6,051.00
NCLB Project Pass Tutor Advisor (M)		\$6,276.00
NCLB Project Pass Tutor Math/Language Arts (M)		\$4,405.00
NCLB School Improvement Leader - Language Arts Literacy (M)		\$6,051.00
NCLB School Improvement Leader - Mathematics (M)		\$6,051.00
Odyssey of the Mind Advisor (M) Step (1)\$1,404 (2)\$1,568 (3)\$1,732	Step	
Partners in Learning Advsor (M)	per hour	\$ 24.21
Peer Leadership Facilitator (M)		\$ 907.00
Project Pass Tutor/ Sat. Achievement Program Tutor (M)	per hour	\$ 24.21
Student Council Advisor (M) Step (1)\$1,975 (2)\$2,074 (3)\$4,594 (4)\$2,276 (5)\$2,376	Step	
Team Leader - Leadership Academy Activities (M)		\$ 2,392.00
Team Leader - SCT Academy Activities (M)		\$ 2,479.00
Tech/Dist Learning/Media/Computer Club Advisor (M)		\$ 4,639.00
Yearbook/Newspaper Advisor (M)		\$ 2,670.00
Young Astronauts Club Advisor (M)		\$ 643.00
Zero Period Activity Advisor (M)	per hour	\$ 24.21

4. All corridor aides/safe school environment persons employed by the Board.

**B. Definition of terms**

1. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement shall refer to all certified employees represented by the Association in the negotiating unit as defined above, in section, A.1. And references to male teachers shall include female teachers.

2. Unless otherwise indicated, the term "secretaries" when used hereinafter in this Agreement shall refer to all secretaries and clerks represented by the Association in the negotiating unit as defined above, in section A.2.

3. Unless otherwise indicated, the term "custodians" when used hereinafter in the Agreement shall refer to all matrons, custodians, maintenance men and groundsman represented by the Association in the negotiating unit as above defined, in Section A.3.

4. Unless otherwise indicated, the terms "corridor aides/safe school environment persons" or "aides" when used hereinafter in the Agreement, shall refer to all corridor aides/safe school environment persons represented by the Association in the negotiating unit as defined above, in Section A.4.

5. Unless otherwise indicated, the term "employees," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as defined above in Section A.

6. All references to male or female employees shall, unless otherwise clearly indicated, be understood as referring to both male and female employees.

<b>HIGH SCHOOL</b>	<b>STEP</b>	<b>2007-2010</b>
National Honor Society Advisor (H)	Step	
Step (1)\$1,337 (2)\$1,404 (3)\$1,471 (4)\$1,539 (5)\$1,607		
Natural Helper (H)		\$ 643.00
Poetry Club Advisor (H)		\$ 643.00
Speech Arts Advisor (H)	Step	
Step (1)\$2,285 (2)\$2,401 (3)\$2,517 (4)\$2,634 (5)\$2,751		
Science Team Advisor (H)		\$ 1,442.00
SRA Scorers (H)	per hour	\$ 24.21
Student Council Advisor (H)	Step	
Step (1)\$2,151 (2)\$2,260 (3)\$2,370 (4)\$2,479 (5)\$2,589		
Tech/ Distance Learning Advisor/Computer Club Advisor (H)		\$ 4,639.00
Tech/Distance Learning Asst./Media Advisor (H)		\$ 3,204.00
Teen Pep/Peer Leadership Advisor (H)		\$ 2,670.00
Teen Pep Leadership Asst. Advisor (H)		\$ 907.00
Television/Broadcasting Advisor - Fall (H)		\$ 4,999.00
Television/Broadcasting Advisor - Spring (H)		\$ 4,999.00
TIGS (Teens in the Gardent State) Advisor (H)		\$ 1,602.00
Trumpet Advisor (H)	Step	
Step (1)\$3,421 (2)\$3,594 (3)\$3,767 (4)\$3,940 (5)\$4,113		
Westwood Players Advisor (H)	Step	
Step (1)\$2,075 (2)\$2,179 (3)\$2,285 (4)\$2,389 (5)\$2,494		
Yearbook Advisor (H)	Step	
Step (1)\$3,460 (2)\$3,633 (3)\$3,806 (4)\$3,979 (5)\$4,152		

**ARTICLE II**

**NEGOTIATIONS PROCEDURES**

<b>HIGH SCHOOL</b>	<b>STEP</b>	<b>2007-2010</b>
Academic Lab Instructors (H)	per hour	\$ 24.21
Academic School Improvement Leader		\$ 3,204.00
After School High School Course for Credit teacher (H)		\$ 4,915.00
Band Conductor (Fall) (H)	Step	
Step (1)\$5,488 (2)\$5,765 (3)\$6,041 (4)\$6,318 (5)\$6,595		
Band Conductor (Winter) (H)	Step	
Step (1)\$5,488 (2)\$5,765 (3)\$6,041 (4)\$6,318 (5)\$6,595		
Band Conductor (Spring) (H)	Step	
Step (1)\$5,488 (2)\$5,765 (3)\$6,041 (4)\$6,318 (5)\$6,595		
Band Assistant Conductor - Percussion (H)	Step	
Step (1)\$2,749 (2)\$2,985 (3)\$3,221 (4)\$3,457 (5)\$3,694		
Band Assistant Conductor - Winds (H)	Step	
Step (1)\$2,749 (2)\$2,985 (3)\$3,221 (4)\$3,457 (5)\$3,694		
Band Assistant Conductor - Front Advisor (H)	Step	
Step (1)\$2,749 (2)\$2,985 (3)\$3,221 (4)\$3,457 (5)\$3,694		
Bilingual/ESL Advisor, 9-12 (H)		\$ 3,155.00
Breakfast Monitor (H)	per session	\$ 13.08
Chess Team Advisor (H)		\$ 1,545.00
Choral Music Advisor (H)	Step	
Step (1)\$1,566 (2)\$1,644 (3)\$1,723 (4)\$1,803 (5)\$1,882		
Class Advisor - Gr. 9 (H)		\$ 970.00
Class Advisor - Grade 10 (H)		\$ 1,404.00
Class Advisor - Grade 11(H)		\$ 2,804.00
Class Advisor - Grade 12 (H)		\$ 3,735.00
Dance Team/Westwood Players Asst/Choreographer (H)		\$ 5,341.00
Detention - Extended (H)	per hour	\$ 24.21
Detention - Saturday (H)	per hour	\$ 24.21
Drug Free/S.A.D.D. Club Advisor (H)		\$ 2,670.00
Future Business Leaders of America Club Advisor (H)		\$ 643.00
Head Teacher - Physical Ed/Health (H)	Category II	\$ 3,739.00
Head Teacher - Social Studies/Business Ed (H)	Category II	\$ 3,739.00
Head Teacher - Science (H)	Category II	\$ 3,739.00
Head Teacher - Special Education (H)	Category I	\$ 5,341.00
Head Teacher - Visual & Performing Arts (H)	Category II	\$ 3,739.00
Head Teacher - World Language, 9-12 (H)	Category II	\$ 3,739.00
HSTW Facilitator/NCLB School Improvement Leader (H)		\$ 6,409.00
Interact Club Advisor (H)		\$ 1,216.00
Language Club Advisor - French (H)		\$ 643.00
Language Club Advisor - Italian (H)		\$ 643.00
Log Advisor (H)	Step	
Step (1)\$1,726 (2)\$1,881 (3)\$1,901 (4)\$1,989 (5)\$2,079		
Long Branch Relays Advisor (H)	Step	
Step (1)\$449 (2)\$458 (3)\$468 (4)\$502 (5)\$541		
Math Team Advisor (H)	Step	
Step (1)\$1,442 (2)\$1,514 (3)\$1,586 (4)\$1,659 (5)\$1,732		
Mock Trial Advisor (H)		\$ 643.00

A. The parties agree to enter into collective negotiations in accordance with N.J.S.A. 34:13A-1, et seq. in good faith effort to reach agreement on any proposed change or modification of this Agreement concerning the terms or conditions of employment for the period next ensuing the effective period of this Agreement. On or before October 15th of the calendar year preceding the calendar year, which this Agreement expires, the Association and the Board shall exchange in writing all changes and modifications of this Agreement proposed by both parties. Any proposal not submitted by either party by October 15th of said calendar year shall not be a subject for consideration or discussion during the negotiations to be thereafter conducted by the parties for the next ensuing period of employment.

B. Upon the exchange of proposals, the Board through its Superintendent of Schools shall arrange an initial meeting between representatives of the Board and representatives of the Association, through the President of the Association, which meeting date shall be fixed by mutual agreement, provided, however, that said initial meeting shall be held not later than November 15th of said calendar year.

C. After all conditions of Article II A. and Article II B. have been met, a Salary Guide sub-committee consisting of an equal number of Board/Administrators, and LBSEA members shall begin to develop all salary guides for all employee categories. The Salary Guide Sub-committee will present the Guides for all employee categories to the Board and the LBSEA for ratification within two (2) months after ratification of the new Agreement. If guides are not presented to the Board and Association within this time period, a new committee comprised of two (2) Board/Administrators, and two (2) LBSEA members shall be appointed. This new committee shall present guides to both the Board and the Association with one (1) week for ratification. If this does not take place within the time frame, the New Jersey Public Employees Relations Commission will be asked to assign a mediator to resolve the guides dispute.

D. In Article I herein, the Board has recognized the Association as the exclusive representative for purposes of collective negotiations concerning the terms and conditions of employment for the personnel under contract with the Board as therein specifically enumerated, and any change or modification to this Agreement, or any new agreement so negotiated, shall apply to all employees of the Board as enumerated in Article I, Paragraph A, of this Agreement. This recognition shall not impair the right of any employees or group of employees of the Board under Article I, Section 19 of the Constitution of the State of New Jersey, or any applicable law or State administrative regulations now or hereafter enacted or promulgated.

E. Neither party in any negotiations with respect to any change or modification of this Agreement or the terms and conditions of employee's employment shall have any control over the selection of the negotiating representatives of the other party.

F. The Association, as majority representative (Chapter 303, Public Law 1968), designates the five (5) member Teacher-Board Relations Committee as its negotiating team. It is the prerogative of the Committee Chairman, with the consent of the Teacher-Board Relations Committee members, to add five (5) members to the Committee as needed. The same numerical limitation of ten (10) shall apply to the Board.

One of the designees for each party shall be designated to serve as spokesman-negotiator, and said spokesman-negotiator shall be solely responsible for his team of representatives in all procedural details of negotiations, including, but not by way of limitation: fixing dates for negotiating sessions, requesting caucuses, initial presentation of proposals and counter-proposals, requesting information and clarification as to particular issues and proposals and tentative acceptance of proposals.

G. All subjects, items and matters proposed or discussed during these negotiations which are not ultimately contained or provided for in the final agreement, shall in no way be binding upon either party hereto, and all subjects, items and matters so discussed shall be without prejudice to either party in any particular.

H. This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiation. During the terms of this Agreement neither party will 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 signed this Agreement.

## SALARY GUIDE FOR YEARLY STIPENDS (2007-2010)

DISTRICT	STEP	2007-2010
Adult/ESL Evening Classes Parent Asst. (Oct. - May) (D)	per hour	\$ 11.33
Adult/ESL Evening Classes Teacher (Oct. - May) (D)	per hour	\$ 24.21
Adult/ESL Evening Classes(Oct. - May)Team Leader (D)	per hour	\$ 29.87
Black Seal Boiler License (D)		\$ 534.05
Brookdale Math/Science Technology Facilitator (D)		\$ 3,230.00
Burglar/Fire Alarm Call List Response Person (D)	per hour	
\$53.56/first hr, \$31.93/ea additional hr		
Carpenter (D)		\$ 1,933.00
Class Coverage (D)	per hour	\$ 24.21
Community Based Tutor Program Advisor (New Hope)	per hour	\$ 29.87
Community Based Tutor Program Parent Asst. (New Hope)	per hour	\$ 11.33
Community Based Tutor Program Parent Asst. (Span. Fraternity)	per hour	\$ 11.33
Community Based Tutor Program Student Tutor (New Hope)	per hour	\$ 8.24
Community Based Tutor Program Teachers (New Hope)	per hour	\$ 24.21
Community Based Tutor Program Teachers (Span. Fraternity)	per hour	\$ 24.21
Curriculum Writers (D)	per hour	\$ 25.13
Curriculum Typists (D)	per hour	\$ 13.02
Electrician (D)		\$ 6,407.00
ESL Evening Program Advisor	per hour	\$ 29.87
ESL Evening Program Parent Asst.	per hour	\$ 11.33
ESL Evening Program Teacher	per hour	\$ 24.21
Friday Package Delivery (D)	per delivery	\$ 29.36
Head Groundsman (D)		\$ 1,531.00
Head Maintenance (D)		\$ 5,671.00
Head Teacher - Consumer Science Technology, PreK-12 (D)		\$ 6,441.00
Home Instruction (D)	per hour	\$ 28.84
Inservice (D)	per hour	\$ 25.24
Mason (D)		\$ 2,004.00
NCLB Application Committee - Summer 2006 (D)	per hour	\$ 27.81
NCLB Parent Involvement Advisor, PreK-12 (D)		\$ 3,025.00
Out of School Performing Arts (D)	per hour	\$ 20.94
Person to Open Bldg. in Absence of Day Custodian (D)	per hour	\$ 31.93
Plumber (D)		\$ 4,264.00
School-Wide Transition Facilitator		\$ 6,051.00
Site Supervisor	per hour	\$ 25.75
Special Needs Program Advisor(D)	per hour	\$ 22.66
Special Olympics Advisor (D)	Step	
Step (1)\$1,496 (2)\$1,602 (3)\$1,709		
Team Leader - Achievement/Challenge Program		\$ 5,513.00
Team Leader - Alternative Program (D)		\$ 5,513.00
Use of Tools and Vehicle (D)		\$ 4,900.00
Workforce Investment Act (WIA) Site Supervisors (D)	per hour	\$ 20.29

3.00%

**SCHEDULE J**  
**ATHLETIC EVENTS FEE STRUCTURE**  
**2007-2010**

SCHOOL	SPORT	POSITION	Multiple Events Must Be Consecutive			
			1 event	2 events	3 events	4 events
High	Fall/Winter/Spring	Workers	24.00	42.00	53.00	89.00
High	Fall/Winter/Spring	Site Supervisor	35.00	47.00	59.00	106.00
Middle	Fall/Winter/Spring	Workers	24.00	42.00	53.00	89.00
Middle	Fall/Winter/Spring	Site Supervisor	35.00	47.00	59.00	106.00
High	Varsity Football	Workers	47.00			
High	Varsity Football	Site Supervisor	83.00			
High	Basketball	Workers	24.00	42.00	53.00	
High	Basketball	Site Supervisors	35.00	47.00	59.00	
			Dual	Tri	Quad	
High	Spring Track	Workers		42.00		89.00
High	Spring Track	Site Supervisor		47.00		106.00
High	Wrestling	Workers		47.00		
High	Wrestling	Site Supervisor		59.00		
High	Wrestling	Tri/Quad Meet Workers			59.00	89.00
High	Wrestling	Tri/Quad Site Supervisor			71.00	106.00
TOURNAMENT FEE SCHEDULE				½ Day	6 Hrs.	9 Hrs.
High	Wrestling	Workers			118.00	160.00
High	Wrestling	Head Table Staff			148.00	189.00
High	Wrestling	Ticket Seller/Collector		59.00	118.00	160.00
High	Wrestling	Director			207.00	248.00

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

A. A "grievance" is a claim by an employee, a group of employees, or the Association, based on the interpretation, application or violation of the policies, agreements, or administrative decisions affecting them. In no event shall a grievance so defined be subject to the arbitration level of the grievance procedures as set forth herein. Only those grievances involving claims by employees, groups of employees, and/or the Association which are confined to and based upon an alleged violation, misinterpretation or misapplication to the express provisions of this Agreement shall be subject to the arbitration level of the grievance procedure as set forth herein. The term "grievance" and the grievance procedure established herein shall not apply to the following matters:

1. Any matter for which another method of review is prescribed by law or by any rule or regulation of the New Jersey State Department of Education;
2. Any matter in which the Board is without authority to act;
3. Any matter which, according to law, is exclusively within the discretion of the Board;
4. Any complaint arising out of the non-reappointment or non-renewal of a non-tenured employee;
5. Any complaint concerning an appointment to, lack of appointment to, assignment or re-assignment to any position;
6. Any complaint concerning the contents of a written evaluation of any employee conducted in accordance with Board policy.

B. The purpose of this procedure is to secure equitable and proper solutions to grievances at the lowest possible level. The parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. General Procedures.

1. In order for a grievance to be considered under this procedure, the grievance must be initiated within thirty (30) days from the date on which the grievant knew or should have known of the event giving rise to the grievance.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to proceed to the next 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 mean acceptance of the decision at that step.

3. All grievants 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.

4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in a personnel file of any of the participants.

5. The forms to be used for filing grievances and requests for review are attached to this Agreement in "Schedule A".

6. No reprisals at any time shall be taken against any staff members because of participation in the processing of a grievance in accordance with this procedure.

7. "Class Action" grievances involving employees assigned to more than one building and which are beyond the authority or jurisdiction of an individual building principal or immediate supervisor to resolve, and where the Superintendent agrees that the matter cannot be resolved by a building principal or immediate supervisor, may be initiated at Level II of the grievance procedure as set forth in this Article.

8. Time limits set forth in this procedure in terms of "school days" shall be calculated in terms of "calendar days" for any grievance initiated within thirty (30) days of the end of the school year as defined by the school calendar. Such grievance shall continue to be processed following the close of the school year.

9. The grievant shall furnish the Association copies of all formal grievances and requests for review filed.

D. Representation. Any grievant may, at his option, be represented at any formal step of the grievance procedure by himself, a representative selected or approved by the Association and/or by a representative of his own choosing.

E. Attendance at Proceedings. The Superintendent and the Board of Education may require the attendance at any grievance hearing of any staff member or administrator who is believed to possess information relevant to a determination of the grievance.

F. Level I.

1. Prior to the initiation of a formal grievance, the grievant shall meet with the building principal or his immediate supervisor to advise of the extent of a problem which may become a grievance, to review the problem informally and seek solution. If an acceptable informal solution has not been obtained within four (4) school days after the initial meeting, a formal grievance may be initiated.

2. A grievance shall be initiated by the filing of a formal written grievance within eight (8) school days of the initial informal meeting. The grievance shall specify:

- (a) The nature of the grievance;
- (b) The nature and extent of the injury, loss or inconvenience;
- (c) Whether or not the grievant desires a hearing;
- (d) The nature of the grievant's dissatisfaction with any decision previously rendered;
- (e) The remedy which the employee seeks;

**SCHEDULE I**

**COACHING STIPEND GUIDES**

**CATEGORY 3**

**FALL – CROSS COUNTRY, GIRLS TENNIS, VOLLEYBALL**

**WINTER – BOWLING**

**SPRING – GOLF, BOYS TENNIS, VOLLEYBALL**

**Cat 1: Varsity Head:**

STEP	2007-2010
6	2981
7	3041
8	3101
9	3716
10	4318

**Cat 1: Varsity Asst.:**

STEP	2007-2010
6	1755
7	1791
8	1826
9	2211
10	2592

**Cat 1: Fresh Head:**

STEP	2007-2010
6	1661
7	1694
8	1728
9	2091
10	2452

**Cat 1: M.S. Head:**

STEP	2007-2010
6	1113
7	1135
8	1249
9	1560
10	1926

**Cat 1: M.S. Asst/Weightroom/  
Intramurals:**

STEP	2007-2010
6	664
7	678
8	691
9	747
10	804

**SCHEDULE I**

**COACHING STIPEND GUIDES**

**CATEGORY 2**

**FALL – SOCCER**

**WINTER – INDOOR TRACK**

**SPRING – TRACK/FIELD, BASEBALL, SOFTBALL**

**Cat 1: M.S. Head:**

STEP	2007-2010
6	2417
7	2467
8	2515
9	3143
10	3215

**Cat 1: M.S. Asst.:**

STEP	2007-2010
6	1849
7	1886
8	1924
9	2341
10	2761

If the grievant fails to request a hearing, the right to a hearing shall be waived, provided, however, that if the hearing is waived the building principal may, at his discretion, request an informal meeting to obtain any information he deems necessary to a disposition. The building principal shall render a written decision on the grievance within four (4) school days from receipt.

G. Level II. If the grievant is not satisfied with the disposition of the grievance at Level I or if no decision has been rendered within the time limits, then the grievant may advance the grievance to Level II by filing it with the Superintendent or his designee within nine (9) days of the Level I disposition.

The grievance filing at Level II shall include:

- (a) The original statement of grievance;
- (b) A copy of the Level I decision and any documentation accompanying that decision;
- (c) A statement of reasons for dissatisfaction with the Level I decision;
- (d) Whether or not the grievant desires a hearing.

2. Failure to request a hearing shall be deemed a waiver of the right to a hearing; provided, however, that if the hearing is waived, the Superintendent or designee may request an informal meeting to obtain any information he deems necessary to a disposition of the grievance.

3. The Superintendent of Schools or his designee shall render a written decision on the grievance within nine (9) school days from the receipt of grievance.

H. Level III. If the grievant is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered at Level II within nine (9) school days from the filing of the grievance, the grievant may advance the grievance to Level III by filing a written request for review by the Board of Education within four (4) school days of the Level II disposition.

1. Requests for review shall be submitted to the Superintendent of Schools who shall forward the request along with all related decisions and documentation to the Board of Education.

2. The Board of Education shall, at its option, determine whether there will be a hearing in the matter.

3. The Board of Education shall render a written decision on the grievance within twenty-eight (28) school days of the written request for review.

I. Level IV. If the grievant is dissatisfied with the Level III disposition and only if the grievance is based upon an alleged violation, misinterpretation, or misapplication of the express provisions of this Agreement, the grievant may initiate a Demand for Arbitration within ten (10) school days of the receipt of the Level III disposition.

1. The parties may designate an Arbitrator by Agreement or utilize the procedures of the Public Employment Relations Committee for the selection of an Arbitrator.

2. The Arbitrator of a grievance under this Agreement shall be

limited to issues submitted and shall consider nothing else. The Arbitrator shall have full and exclusive power to hear the issues submitted and make a final determination. The Arbitrator shall not have the right to add to, subtract from, or modify this Agreement in any manner whatsoever. Unless otherwise set forth in this Agreement, the Arbitrator's determination shall be binding on both parties.

3. The Arbitrator shall render his decision within thirty (30) days of the close of hearing. The Arbitrator's decision shall set forth his conclusions and the reasons therefore.

4. The parties shall share equally in the payment of the fees and expenses of the Arbitrator. All other costs connected with the grievance shall be borne by the party by which they were incurred.

5. Only grievances initiated after the execution of this Agreement shall be subject to Level IV determination. All grievances initiated prior to that time shall be governed by the grievance procedure of the predecessor Agreement.

**SCHEDULE I**

**COACHING STIPEND GUIDES**

**CATEGORY 2**

**FALL – SOCCER**

**WINTER – INDOOR TRACK, SWIMMING**

**SPRING – TRACK/FIELD, LACROSSE, BASEBALL, SOFTBALL**

**Cat 1: Varsity Head:**

STEP	2007-2010
6	4562
7	4654
8	4746
9	5717
10	6697

**Cat 1: Varsity Asst.:**

STEP	2007-2010
6	2736
7	2791
8	2847
9	3798
10	4750

**Cat 1: Fresh Head:**

STEP	2007-2010
6	2586
7	2639
8	2692
9	3592
10	4491

**Cat 1: Fresh Asst.:**

STEP	2007-2010
6	2524
7	2574
8	2626
9	3056
10	3353

**SCHEDULE I**

**COACHING STIPEND GUIDES**

**CATEGORY 1**

**FALL – FIELD HOCKEY, CHEERLEADING**

**WINTER – BASKETBALL, WRESTLING, CHEERLEADING**

**Cat 1: M.S. Head:**

STEP	2007-2010
6	2937
7	2987
8	3054
9	3718
10	4375

**Cat 1: M.S. Asst.:  
/Asst. Equipment Mgr.**

STEP	2007-2010
6	2275
7	2322
8	2367
9	3130
10	3891

**ARTICLE IV**

**EMPLOYEE RIGHTS**

A. The parties hereto agree that all employees in the Long Branch School District shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations concerning the terms and conditions of their employment, and nothing contained herein shall be construed to deprive any employee in said School District of any rights now enjoyed by employees as conferred and guaranteed by the Constitution of the State of New Jersey and of the United States, and all duly enacted laws of the State of New Jersey pursuant thereto, including but not by way of limitations N.J.S.A. 34:13A-1 et seq., commonly known as the New Jersey Employer-Employee Relations Act.

B. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employee covered by this Agreement and established dates shall continue to be so applicable during the term of this Agreement, and unless otherwise specifically provided herein, said Agreement shall not be deemed to modify, change or alter any existing rule, regulations or policy of the Board.

C. Any employee who is to be involuntarily transferred from one school building to another within the Long Branch School District shall be advised in writing of that transfer not less than thirty (30) days prior to the effective date thereof, except in cases of emergency requiring such transfer to be made effective less than thirty (30) days of that determination, in which event notice of such transfer shall be given in writing to the employee involved at the earliest practicable date.

D. Any teacher who desires a change in grade or subject assignment, or who wishes to be transferred to another school building within the school system, shall first discuss the matter with his or her immediate supervisor and then, may submit a request for such change or transfer in writing to the Superintendent of Schools not later than March 15 of the school year immediately preceding the school year for which such change or transfer is requested. Said request as submitted shall contain the grade or subject to which assignment is desired, or the school or schools to which transfer is requested, the latter to be listed in order of the teacher's preference if more than one school is preferred by the teacher over present assignment, together with the reason for the request. Provided, however, that the Board, through the Superintendent of Schools, shall grant or deny such request and the submission thereof by a teacher shall not obligate the Board to accede thereto, and such decision by the Superintendent of Schools shall not be grievable pursuant to Article 3 herein. Further provided, that no teacher shall have the right to request a change to a grade or subject assignment in which that teacher has not been certified.

E. On or before April 30 of each year every employee shall be provided with a written statement of the amount of accumulated sick leave credited to that employee as of February 1 of that year. Every employee shall be provided with a copy of the school calendar for the next ensuing year within ten (10) days

after the Board has formally adopted said calendar.

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

**SCHEDULE I**

**COACHING STIPEND GUIDES**

**CATEGORY 1**

**FALL – FOOTBALL, FIELD HOCKEY, CHEERLEADING**

**WINTER – BASKETBALL, WRESTLING, CHEERLEADING**

**Cat 1: Varsity Head:**

STEP	2007-2010
6	5964
7	6083
8	6205
9	7421
10	8645

**Cat 1: Varsity Asst.:**

STEP	2007-2010
6	3572
7	3643
8	3716
9	4228
10	5098

**Cat 1: Fresh Head:**

STEP	2007-2010
6	3376
7	3443
8	3512
9	4216
10	4932

**Cat 1: Fresh Asst.:**

STEP	2007-2010
6	3278
7	3343
8	3407
9	4089
10	4778

**SCHEDULE H-4**

**Long Branch Corridor Aides**

**BASE YEAR**

**2006-07**

**Year 1**

**2007-08**

<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>
1	27,715	1	28,715
2	28,095	2	29,095
3	28,495	3	29,495
4	28,915	4	29,915
5	29,355	5	30,345
6	29,815	6	30,805
7	30,295	7	31,285
8	30,795	8	31,795

**Year 2**

**2008-09**

**Year 3**

**2009-10**

<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>
1	29,715	1	30,715
2	30,095	2	31,095
3	30,495	3	31,495
4	30,915	4	31,915
5	31,345	5	32,355
6	31,805	6	32,815
7	32,285	7	33,295
8	32,795	8	33,795

**ARTICLE V**

**BOARD OF RIGHTS**

A. The Board, on its own behalf and on behalf of the City of Long Branch, hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administration control of the school system and its properties and facilities and the activities of its employees in the performance of their employment;

2. To hire, direct, promote, transfer, assign and retain employees in positions within the school district, and to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to relieve employees from duties because of lack of work or for other legitimate reasons pursuant to rules and regulations of the Board;

3. To maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted;

4. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as may be deemed necessary or advisable by the Board;

5. To decide upon the means and methods of instructions, the selection of textbooks and other teaching materials, and the use of teaching aides of every kind and nature, provided, however, that in the selection of textbooks the Board shall consult with teacher representatives selected by the Board from teaching areas related to the textbook subject matter under consideration and from the schools in which said textbooks are proposed to be used, and failure of the Board to act upon any recommendation of teacher representatives shall not be grievable under Article 3 herein;

6. To determine class schedules, the hours or student instruction, and the duties, responsibilities and assignment of teachers with respect thereto, and non-teaching activities;

7. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

B. The exercise of the foregoing rights and powers by the Board, the adoption of policies and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of the within agreement, and then only to the extent that such express terms are in conformity with the Constitution and laws of the State of New Jersey and of the United States, and all decisional law and regulations of the State Department of Education and the Commissioner of Education of this State, and nothing contained herein shall be considered to deprive the Board of any rights as provided thereunder.

**ARTICLE VI**

**ASSOCIATION RIGHTS**

The Association shall have the following rights and privileges during the term of the within Agreement.

A. Pursuant to N.J.S.A. 34:13-1 et seq., the Board hereby agrees that the employees shall have the right to join or not join the Association. For the purpose of engaging in collective negotiations pertaining to the terms and conditions of their employment, the Board agrees that it will not discriminate against any employee with respect to the terms and conditions of his employment by reason of his membership in the Association or his participation in any activities thereof;

B. No employee shall be prevented from wearing the normal organizational insignia as identification of membership in the Association or its affiliates;

C. The Association and its representatives shall have the right to use school buildings for professional meetings upon request after the close of school on school days, provided that all requests for such building use shall conform to existing applicable rules and regulation of the Board. Any requests by the Association for the use of a school building for a professional meeting shall be made in advance, in writing, to the particular Building Principal, who shall have the authority to designate a reasonable time and place for such meeting within the building so as not to interfere with other regularly scheduled meetings and activities being held therein; provided, however, that if the use of the said school building by the Association results in any expense to the Board for utilities, custodial services or any other service, the Association shall reimburse the Board for such expenses, and further provided that the Association shall leave any premises so used by it in a suitable condition for the next user thereof;

D. No meeting, hearing or conference as defined, specified or provided for in the within Agreement shall be held or conducted during normal school hours except in emergency situations by mutual agreement;

E. The Association shall be permitted the use of one-half of one bulletin board in each teachers' room for the purpose of posting official Association notices; provided, however, that no Associations notices, posters or informal bulletins of any sort shall be posted elsewhere in any school building. All Association notices as posted in teachers' rooms shall be signed by the authorized Association building representative, who shall be solely responsible for the posting and content thereof, and who shall exhibit said notices to the Building Principal before posting, although the prior approval of the Principal shall not be a prerequisite to the posting thereof;

F. The Association may distribute to employees materials within the school buildings by use of the existing mailbox facilities dealing with appropriate and legitimate business of the Association; provided, however, that all such materials shall be distributed before or after normal school hours, and further provided that no member of the administration or employee in the business offices of the Board

**SCHEDULE H-3**

**Long Branch Maintenance  
BASE YEAR  
2006-07**

**Year 1  
2007-08**

<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>
1	39,570	1	40,955
2	40,757	2	42,184
3	41,980	3	43,450
4	43,239	4	44,753
5	44,536	5	46,096
6	45,872	6	47,479
7	47,248	7	48,903
8	48,665	8	50,370
<b>OG</b>	50,681	<b>OG</b>	51,881

**Year 2  
2008-09**

**Year 3  
2009-10**

<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>
1	41,902	1	42,850
2	43,159	2	44,135
3	44,454	3	45,459
4	45,788	4	46,823
5	47,162	5	48,228
6	48,577	6	49,675
7	50,034	7	51,165
8	51,535	8	52,700
<b>OG</b>	53,081	<b>OG</b>	54,281

**SCHEDULE H-3**

**Long Branch Custodian  
Matrons and Grounds  
BASE YEAR  
2006-07**

**YEAR 1  
2007-08**

**Salary Guide**

Step	10 Month	12 Month
1	23,225	27,870
2	23,325	27,990
3	23,525	28,230
4	23,725	28,470
5	24,430	29,316
6	25,515	30,618
7	26,715	32,058
8	28,015	33,618
9	29,490	35,388
10	31,465	37,758
11	33,940	40,728
12	35,290	42,348
13	36,690	44,028
14	38,140	45,768

**Salary Guide**

Step	10 Month	12 Month
1	24,470	29,364
2	24,570	29,484
3	24,670	29,604
4	24,850	29,820
5	25,050	30,060
6	25,850	31,020
7	26,750	32,100
8	28,050	33,660
9	29,525	35,430
10	31,500	37,800
11	33,940	40,728
12	35,290	42,348
13	37,145	44,574
14	39,140	46,968

**YEAR 2  
2008-09**

**Salary Guide**

Step	10 Month	12 Month
1	25,650	30,780
2	25,750	30,900
3	25,850	31,020
4	25,950	31,140
5	26,050	31,260
6	26,170	31,404
7	26,905	32,286
8	28,205	33,846
9	29,680	35,616
10	31,655	37,986
11	33,940	40,728
12	35,290	42,348
13	37,145	44,574
14	40,140	48,168

**YEAR 3  
2009-10**

**Salary Guide**

Step	10 Month	12 Month
1	27,030	32,436
2	27,130	32,556
3	27,230	32,676
4	27,330	32,796
5	27,430	32,916
6	27,530	33,036
7	27,630	33,156
8	28,375	34,050
9	29,850	35,820
10	31,825	38,190
11	33,940	40,728
12	35,290	42,348
13	38,685	46,422
14	41,140	49,368

or its secretarial staff shall be responsible for the preparation, posting or distribution of materials for the Association;

G. At all times in its exercise of the foregoing rights and privileges, the Association agrees that it will in no way involve members of the student body in any Association organizational affairs nor will the Association permit the use of students as couriers either inside or outside of school buildings;

H. The President and Corresponding Secretary of the Association shall receive release time daily equal in length to a prep period. If the President or Corresponding Secretary is not a certified employee, he/she shall be relieved of 45 minutes and 30 minutes daily respectively;

I. There shall be five (5) days of release time per year for the Association President.

**ARTICLE VII**

**SCHOOL CALENDAR**

The school calendar shall be adopted by the Board of Education with the recommendation of the Superintendent of Schools after consultation with the Executive Committee of the Association prior to submission of the calendar to the Board for consideration. The school calendar as thus adopted will be set forth in "Schedule B" which is annexed hereto and made a part hereof and is incorporated herein by reference.

The total number of working days for teachers shall not exceed 187 days. Provided, however, that all teachers newly employed by the Board shall be required to serve three (3) additional days prior to the commencement of the school year and above and beyond the total number of working days for teachers contained in the school calendar for purposes of professional orientation. Further provided, that in the event that emergency conditions such as inclement weather compel unanticipated school closings during the school year, nothing herein shall be deemed to prevent the extension of the school calendar to the extent necessary to assure 180 days of student attendance.

**SCHEDULE H-2**

**SALARY GUIDES**

**YEAR 2**

**2008-09 Long Branch Secretary/Clerk**

Salary Step	Gui Secy 10 Level 2	Secy 10 Level 3	Secy 12 Level 2	Secy 12 Level 3	Secy 12 Level 4
1	27,483	28,983	32,980	35,848	37,573
2	27,583	29,083	33,100	35,948	37,673
3-4	27,683	29,183	33,220	36,048	37,773
5	27,783	29,283	33,340	36,148	37,873
6	28,133	29,633	33,760	36,498	38,223
7	28,803	30,303	34,564	37,168	38,893
8	29,748	31,248	35,698	38,113	39,838
9	31,663	33,163	37,996	40,028	41,753
10	33,838	35,338	40,606	42,203	43,928
11	36,158	37,658	43,390	44,523	46,248
OFF L	37,445	38,854	44,450	45,590	47,315
OFF N	40,570	42,070	48,200	49,340	51,065

**YEAR 3**

**2009-10 Long Branch Secretary/Clerk**

Salary Step	Gui Secy 10 Level 2	Secy 10 Level 3	Secy 12 Level 2	Secy 12 Level 3	Secy 12 Level 4
1	29,178	30,678	35,014	37,743	39,468
2	29,278	30,778	35,134	37,843	39,568
3	29,378	30,878	35,254	37,943	39,668
4-5	29,478	30,978	35,374	38,043	39,768
6	29,828	31,328	35,794	38,393	40,118
7	30,498	31,998	36,598	39,063	40,788
8	31,443	32,943	37,732	40,008	41,733
9	33,148	34,648	39,778	41,713	43,438
10	35,053	36,553	42,064	43,618	45,343
11	37,158	38,658	44,590	45,723	47,448
OFF L	38,645	40,054	45,650	46,790	48,515
OFF N	41,770	43,270	49,400	50,540	52,265

**SCHEDULE H-2**

**SALARY GUIDES**

**BASE YEAR**

**2006-07 Long Branch Secretary/Clerk**

Salary Gui Step	Secy 10 Level 2	Secy 10 Level 3	Secy 12 Level 2	Secy 12 Level 3	Secy 12 Level 4
1-2	25,368	26,868	30,440	33,333	35,058
3	25,468	26,968	30,560	33,433	35,158
4	25,568	27,068	30,680	33,533	35,258
5	25,668	27,168	30,800	33,633	35,358
6	26,018	27,518	31,220	33,983	35,708
7	26,688	28,188	32,030	34,653	36,378
8	27,633	29,133	33,160	35,598	37,323
9	29,548	31,048	35,460	37,513	39,238
10	31,723	33,223	38,070	39,688	41,413
11	34,158	35,658	40,990	42,123	43,848
OFF L	35,045	36,454	42,050	43,190	44,915
OFF N	38,170	39,670	45,800	46,940	48,665

**YEAR 1**

**2007-08 Long Branch Secretary/Clerk**

Salary Gui Step	Secy 10 Level 2	Secy 10 Level 3	Secy 12 Level 2	Secy 12 Level 3	Secy 12 Level 4
1	26,453	27,953	31,744	34,618	36,143
2-3	26,553	28,053	31,864	34,718	36,243
4	26,653	28,153	31,984	34,818	36,343
5	26,753	28,253	32,104	34,918	36,443
6	27,103	28,603	32,524	35,268	36,793
7	27,773	29,273	33,328	35,938	37,463
8	28,718	30,218	34,462	36,883	38,408
9	30,633	32,133	36,760	38,798	40,323
10	32,808	34,308	39,370	40,973	42,498
11	35,158	36,658	42,190	43,323	45,048
OFF L	36,245	37,654	43,250	44,390	46,115
OFF N	39,370	40,870	47,000	48,140	49,865

**ARTICLE VIII**

**TEACHERS**

A. Salaries/Stipends

1. The following guide for the administration of salaries for teacher as defined herein in Long Branch Public Schools shall become effective September 1, 2007, September 1, 2008, and September 1, 2009. It shall supersede any salary schedule previously adopted for teachers. Said Salary Guide is annexed hereto as "Schedule C".

a. Annual increments for satisfactory service will be granted upon the recommendation of the Principals and Superintendent of Schools subject to the approval of the Board of Education.

b. Courses of study must be approved in advance by the Superintendent of Schools, if salary credit is desired. Approval shall be requested by use of form "Request for Approval of Graduate Credit," which shall be initially filed with teacher's building principal. A copy of said form is annexed hereto and designated as "Schedules D and E".

c. A Bachelor's Degree must have been attained before a teacher will be considered for placement on that training level.

d. A Bachelor's Degree plus 30 graduate credits is a requisite for placement on that training level.

e. The Master's Degree is a requisite for placement on that training level.

f. The Master's Degree plus 30 graduate credits or a Ph.D. is a requisite for placement on that level.

g. In establishing placement on the Guide, each teacher will be classified to years of training and teaching experience as recorded in the Office of the Superintendent of Schools.

h. Any teacher who qualifies for a horizontal movement on the guide as a result of completing additional credits or attaining any additional degree, shall receive the appropriate increased consideration at the next pay period following submission to the Administration of satisfactory evidence in writing of the attainment of the necessary courses or degree. Submission to the Superintendent of all additional credits or degree earned is the responsibility of the teacher. Credits will not be retroactive.

i. The exception to No.2, "(Courses of study must be approved in advance by the Superintendent of Schools, if salary credit is desired)" will be only those credits established for and prior to a Board sponsored "In-service Workshop."

2. Each ten-month teaching staff member may elect to have ten (10%) percent of his/her monthly salary deducted during the school year, and paid during the summer months, on the 15th day of July and 15th day of August. Election of the summer payment plan shall be made no later than June 30 of the preceding school year.

**B. Evaluation**

1. The parties hereto recognize the desire and responsibility of the Board to employ the best professional personnel available and, through a program of guidance, develop that personnel and the educational program in order that each pupil in the Long Branch School District be given the best opportunity modern educational practice can offer. To that end an Evaluative Guide as hereinafter set forth, is intended to stimulate good teaching through constructive analysis of each teacher's work, recognizing at all times that no teaching is either good or poor in an absolute sense.

**2. Evaluative Conference**

a. At least once every year, and in the case of teachers who have not established tenure, at least three times a year, after adequate observation throughout the interval since the previous evaluation, an appointment relative to teacher growth shall be arranged between the Evaluator and the Teacher.

b. At the beginning of the school year both the Teacher and the Evaluator shall receive a copy of his evaluation sheet, which is to be a guide in the continuing process of self-evaluation during the year. Subtopics, listed under each heading, are designed to serve as suggestions and are not to be considered as either eliminating other comment or requiring that comment to be made on all of these headings or subtopics. A date for conference shall be set at least two weeks in advance of each evaluation.

c. The Evaluator and the Teacher shall have filled out their respective copies of the Evaluative Guide prior to the conference, and at said conference they shall discuss their respective contents for the purpose of exchanging ideas which shall have better teaching as their main objective.

d. Understanding the possibility of differences of opinion arising in the course of such a conference, and with the intent of preserving the integrity of both Teacher and Evaluator in conducting said conference any such differences of opinion shall be noted by both Teacher and Evaluator at the bottom of each copy of the Evaluative Guide. The Evaluator shall retain his copy of the Evaluative Guide for each teacher on file in his office.

**3. Evaluator's Report**

a. Following the Evaluative Conference the Evaluator will prepare a concise report, in triplicate, with each copy to be signed by both the Evaluator and the Teacher involved. In signing said report, the Teacher shall have the opportunity to agree or disagree with the contents of said report, stating the reasons for such agreement or disagreement on each copy thereof. The original said report will immediately thereafter be forwarded to the office of the Superintendent of Schools, with one copy to be retained on file in the Evaluator's office and the third copy to be given to the Teacher involved. It is distinctly understood that the signature of the Teacher on said report attests only to the fact that both the Teacher and the Evaluator have read the contents of said evaluation report.

b. In the event that it becomes apparent in the judgment of the Evaluator that a renewal of a particular teacher's contract is in question, such judgment shall be clearly stated in the Evaluator's report and the Evaluator shall

**YEAR 2  
2008-09 Long Branch  
Salary Guide**

Step	BA	BA+30	MA	MA+30
1	44,965	47,465	48,465	49,465
2	46,230	48,730	49,730	50,730
3	47,495	49,995	50,995	51,995
4	48,760	51,260	52,260	53,260
5	49,510	52,010	53,010	54,010
6	50,260	52,760	53,760	54,760
7	51,010	53,510	54,510	55,510
8	51,760	54,260	55,260	56,260
9	52,760	55,260	56,260	57,260
10	54,260	56,760	57,760	58,760
11	56,260	58,760	59,760	60,760
12	60,000	62,500	63,500	64,500
13	64,180	66,680	67,680	68,680
14	68,680	71,180	72,180	73,180
15	73,540	76,040	77,040	78,040
16	78,765	81,265	82,265	83,265

**YEAR 3  
2009-10 Long Branch  
Salary Guide**

Step	BA	BA+30	MA	MA+30
1	46,500	49,000	50,000	51,000
2	47,765	50,265	51,265	52,265
3	49,030	51,530	52,530	53,530
4	50,295	52,795	53,795	54,795
5	51,045	53,545	54,545	55,545
6	51,795	54,295	55,295	56,295
7	52,545	55,045	56,045	57,045
8	53,295	55,795	56,795	57,795
9	54,295	56,795	57,795	58,795
10	55,795	58,295	59,295	60,295
11	57,795	60,295	61,295	62,295
12	61,535	64,035	65,035	66,035
13	65,715	68,215	69,215	70,215
14	70,215	72,715	73,715	74,715
15	75,075	77,575	78,575	79,575
16	80,300	82,800	83,800	84,800

**SCHEDULE H-1**

**SALARY GUIDES**

**BASE YEAR**

**2006-07 Long Branch**

**Salary Guide**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
1	42,000	44,500	45,500	46,500
2	43,265	45,765	46,765	47,765
3	44,530	47,030	48,030	49,030
4	45,795	48,295	49,295	50,295
5	46,545	49,045	50,045	51,045
6	47,295	49,795	50,795	51,795
7	48,045	50,545	51,545	52,545
8	48,795	51,295	52,295	53,295
9	49,795	52,295	53,295	54,295
10	51,295	53,795	54,795	55,795
11	53,295	55,795	56,795	57,795
12	57,035	59,535	60,535	61,535
13	61,215	63,715	64,715	65,715
14	65,715	68,215	69,215	70,215
15	70,575	73,075	74,075	75,075

**YEAR 1**

**2007-08 Long Branch**

**Salary Guide**

<b>Step</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30</b>
1	43,495	45,995	46,995	47,995
2	44,760	47,260	48,260	49,260
3	46,025	48,525	49,525	50,525
4	47,290	49,790	50,790	51,790
5	48,040	50,540	51,540	52,540
6	48,790	51,290	52,290	53,290
7	49,540	52,040	53,040	54,040
8	50,290	52,790	53,790	54,790
9	51,290	53,790	54,790	55,790
10	52,790	55,290	56,290	57,290
11	54,790	57,290	58,290	59,290
12	58,530	61,030	62,030	63,030
13	62,710	65,210	66,210	67,210
14	67,210	69,710	70,710	71,710
15	72,070	74,570	75,570	76,570
16	77,295	79,795	80,795	81,795

further state what steps or procedures have been undertaken to assist the Teacher to remedy the deficiencies or delinquencies involved.

c. Nothing herein shall prevent the Evaluator from forwarding additional information concerning the work of the teacher as he may deem necessary to the Superintendent of Schools, provided that said Evaluator shall have first discussed the problems concerned with respect to said information with particular Teacher involved. Provided, however, that where such information shall constitute a complaint by an Evaluator against a Teacher, a copy hereof shall be first provided to the Teacher involved.

4. Existing Policy of Teacher Evaluation to be preserved. It is the intent and purpose of the foregoing paragraphs in this Article to restate the teacher evaluation policy in existence and followed by the Board in the Long Branch School District, and nothing herein set forth shall be deemed to in any way restrict, modify or broaden said policy as the same has been previously conducted by the Board through its Superintendent of Schools and administrative staff.

5. All monitoring or supervision of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher and the use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited.

6. A teacher shall have the right upon request to review the contents of his personnel file, except for personnel recommendations and/or pre-employment evaluations, which were solicited and received in confidence. Requests shall be in writing five (5) working days in advance of the date requested to review the files. In the case of grievances only, the Association President may request this review by telephone two (2) working days in advance of the date requested to review the file.

7. Any written complaints regarding a teacher made to the Board or its administrative staff by any parent, student or other person, which are used in the evaluation of that teacher, shall be promptly investigated and called to the attention of the teacher involved, and said teacher shall be given an opportunity through the Superintendent of Schools to make a response and any such written complaint and any response shall be placed in the personnel file of the teacher involved.

8. Classroom observations reports shall be presented to the teacher involved by the Evaluator or Supervisor periodically in written form.

9. Final evaluation of a teacher upon termination of his employment in the Long Branch School District shall be conducted prior to severance.

**C. Terminal Leave Pay**

1. A terminal leave policy is established which will provide that upon retirement severance pay will be established and be computed at the rate of fifty-five (\$55) per day for 100% of the accumulated sick leave payable upon retirement. The total amount that any certificated staff member receives under these terms and conditions is capped at eight thousand five hundred dollars (\$8,500). This shall be interpreted to mean all days that have been accumulated in the past and up to and including the current academic year. A teacher, however, shall be required to give notice to the Board of Education in sufficient time for proper budgetary consideration of his or her notice of intention to retire. If a teacher fails

to provide such notice, that shall not be construed as waiver or loss of this benefit, but rather the benefit shall be payable in the following year. The purpose of the notice is simply to assist the Board of Education in connection with budgeting.

D. Work Day and Responsibility

1. Effective December 30, 1998, the teacher workday shall commence ten (10) minutes before the scheduled beginning of the student school day. Effective December 30, 1998, the teacher workday shall conclude twenty (20) minutes after the scheduled close of the student school day and effective September 1, 1999, the teacher workday shall conclude fifteen (15) minutes after the scheduled close of the student school day. The teacher school day shall conclude immediately following the dismissal of students and their exit from school on Fridays and on days preceding holidays or vacation days.

2. Effective December 30, 1998, all schools shall increase their instructional time by thirty (30) minutes. Effective September 1, 1999, the elementary schools and the middle school shall increase their instructional time by an additional ten (10) minutes. Effective September 1, 1999, the high school and the alternative high school shall increase their instructional time by an additional five (5) minutes.

a. Recommended Times – Times may vary slightly depending on the bus schedules and Board of Education approval.

**Student Day**

High School/Alt. HS	6 hours, 55 minutes
Middle School	6 hours, 48 minutes
Elementary Schools	6 hours, 40 minutes
Pre-school	6 hours

Beginning September 1, 2004, any change to starting time of schools must be done with 60 days prior notice.

3. Teachers may be required to attend meetings for purposes related to implementation of Whole School Reform and Legislation without additional compensation. The number of such required meetings shall not exceed an average of one (1) per month during the course of the school year.

4. Teachers may be required to attend meetings for instructional planning and development without additional compensation. The number of said required meetings shall not exceed one (1) per month during the course of the school year.

5. The administration may schedule additional staff meetings if crisis or emergency circumstances require.

6. The required meeting referred to in subsection 4 and 5 above shall not extend more than one hour beyond the end of the regular workday.

7. All new certificated staff shall be required to attend the Central Office new staff orientation meetings conducted throughout the school year to be no more than five (5) exclusive of Article VII in the contract. Total days are now eight (8).

Revised

**Sidebar Agreement**  
**Between Long Branch Board of Education**  
**And**

**Long Branch School Employees Association**

The collective bargaining agreement shall be amended to include the following:

Effective upon the date that signatures are affixed to this Sidebar, all summer SFA, High Schools That Work, or any Whole School Reform training program shall be compensated at the rate of twenty dollars (\$20) per hour.

FOR THE ASSOCIATION

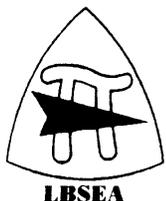
FOR THE BOARD

Theresa Schaubert  
Corresponding Secretary  
Paul Koellers  
Treasurer

Rose Marie Wieders  
William J. King  
Luzinda M. Perez

Dated: April 11, 2000

Dated: April 11, 2000



## Long Branch School Employees Association

569 Broadway, Box 4002, Long Branch, New Jersey 07740  
Tel: (732) 571-5273 • Fax: (732) 229-3485

To: Joseph M. Ferraina, Superintendent

From: Theresa Schaubert, President *Theresa Schaubert*

Re: Urgent Business Days

Date: August 24, 2000

Following is a summation of the clarification which you provided regarding the above-referenced matter at your August 22, 2000 Management Team Meeting. If you are in agreement with this information, please sign below, where indicated. Upon receipt, the Association will withdraw the Urgent Business Day grievance.

Once again, thank you for your assistance in resolving this issue.

When an employee submits an Urgent Business Day request to an administrator, the administrator has two options. He/she shall either approve or deny the request. The administrator is not to ask the employee for a reason either orally or in writing.

If an employee chooses to give a reason, he/she may do so. However, in no case is an employee to be encouraged or required to do so.

If an Urgent Business Day request is not approved, denial cannot be arbitrary or capricious. Administrators are to presume the honesty and integrity of the employee making the request.

An employee shall not abuse this entitlement. If any employee misuses this right, he/she shall be subject to appropriate consequences.

Dated: 10/5/00

*Joseph M. Ferraina*  
(Signature)

8. Both the Board and the Administration acknowledge the key role, which teachers play in the educational process and both recognize that the teachers' responsibilities transcend the area of formal classroom instruction. Accordingly, the Association and the Board agree that each teacher in the Long Branch Public School System has the following responsibilities and is accountable for the performance thereof with the same diligence and quality of performance by which their formal classroom instruction is evaluated.

a. The performance of all teachers in their undertaking and conduct of all assigned duties and tasks, including tasks normally incident to their daily instructional work, shall be subject to evaluation in accordance with the principles set down in Article 8, Section B of this Agreement.

b. All teachers shall use due diligence in the supervision of school property and students at all times under school-regulated circumstances.

c. All teachers shall use due diligence for supervision of students' behavior in their assigned activities.

d. All teachers shall regularly serve on committees and/or study groups to which they may be appointed during the school year and shall carry out all assignments, which they may receive in conjunction with their service on such committees.

e. All teachers shall be available at reasonable times for parent conferences, and it shall be the obligation of each teacher to arrange for conferences with parents when it appears to the teacher that better understanding or more cooperating support from the student's home is required for the student's success in school.

f. All teachers shall encourage and support school functions outside the regular instructional program, which may serve to contribute to the students' development in attitudes, appreciation, behavior and special abilities.

g. It shall be the responsibility of every teacher to interpret the school program and relate the same to the community in ways which will improve the public's understanding of the educational program and encourage the community's involvement and support thereof.

9. It is understood and agreed to by the parties that this statement of teacher responsibility is a statement or principle to be viewed by teachers as guidelines in the execution of their duties. As such it is agreed that these responsibilities will not be subject to contract enforcement, provided, however, that nothing herein shall constitute a waiver of the Board's rights under existing statutes of this State or any other article of this Agreement.

### E. Flexible Time

This time applies to family support/student facilitators/guidance counselors, child study team members (including speech/occupational therapist, nurse), and all WSR facilitators.

1. In the first year of the contract, flexible time will be voluntary. If no one volunteers, no one will be required to take this schedule.

The flexible day shall be scheduled once a month, per building, and a yearly schedule shall be posted by October 1<sup>st</sup> of each year.

The flexible day shall be defined as beginning three (3) hours after the start of the regularly scheduled staff day and ending three (3) hours after the end of the regularly scheduled staff day, or the volunteer may choose to extend his/her workday three (3) hours

in exchange for exchange time. He/she may accumulate the hours as exchange time to be taken off on a day or 1/2 day that has been mutually agreed upon between the staff member and administrator. Administrative approval shall not be unreasonably withheld.

Any conflicts in this voluntary procedure can only be resolved through the Superintendent and the President of the Association.

2. In the second and third year of the contract, the flexible day (as defined above) shall be scheduled a maximum of once a month in each building with the same options as above.

A. Middle/High School

The flexible team shall consist of the following:

- 1 Guidance Counselor
- 1 WSR Facilitator/Student Facilitator
- 1 Child Study Team Member

If no one volunteers and a member is assigned, no member will have to work more than two (2) flexible days in one school year.

F. Pre-School Working Conditions

1. SFA training may be scheduled during prep period once a week as long as professional development credit is given. This arrangement is in effect only for SFA (Curiosity Corner only) and is not precedential.

2. Lunch Period

Every teacher shall have a duty free lunch period during each work day equal in length of time to the lunch period allotted to elementary students, provided, however, that in no event shall the lunch period of any teacher be less than thirty (30) minutes in length.

3. Assigned A.M. Duty

All teachers will arrive at school ten (10) minutes prior to start of the student day and may be responsible for supervising student bus arrival.

4. Assigned P.M. Duty

All teachers shall remain fifteen (15) minutes after student dismissal and may be required to supervise student bus dismissal. It is recognized that there may be unforeseen circumstances involving delay of buses that necessitate flexibility in the time of this assignment. If the situation becomes chronic, the Association will take appropriate action to obtain compensation.

5. Teachers shall be required to collect all monies from students for all school functions, activities and programs.

6. Teachers who refer students to the family support team shall participate in the family support team meetings and shall be given coverage during the school day to attend. Teachers shall contribute to action plan of that student.

7. If the student is referred to PPS, the teacher shall receive written acknowledgement from the CST and shall thereafter be advised as to the disposition of each student referral and be a participant in the IEP process and planning meeting, with coverage during the school day.

8. Pre-school teachers shall have three (3) evening meetings; one (1) Open House/Back-to-School Night with no early dismissal; one (1) Curiosity Corner

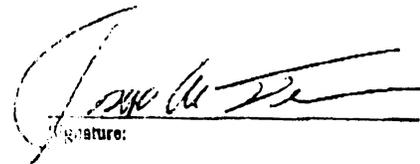
## **LONG BRANCH SCHOOL EMPLOYEES ASSOCIATION**

The following terms will resolve the Secretary's Staggered Schedule Grievance:

1. The maximum length of difference between secretarial starting times in elementary schools shall be no more than 30 minutes.
2. Secretaries in the cases of extended illness, vacation or compensatory time may agree, with the consent of the building principal, to exchange times.

There shall be no reprisals if the secretaries and building principal are not able to work out such changes.

Please date and sign below to indicate your agreement with these terms on behalf of the Board.

  
Signature:

1/2/99  
Date:



## Long Branch School Employees Association

569 Broadway, Box 4002, Long Branch, New Jersey 07740  
Tel: (732) 571-5273 • Fax: (732) 229-3485

To: Mr. Joseph M. Ferraina

From: LBSEA PR&R Committee *9/2/99*

Date: May 1, 1999

Re: Secretary Staggered Work Schedule

In mid-January, the administration unilaterally changed the secretaries' beginning and ending times without negotiations. Secretaries were given less than twenty-four hours to change their schedule.

Based on our February meeting with you, it is the Association's understanding that the following terms will provide a resolution to the above-referenced grievance:

- Senior secretaries in each building shall be given first choice of early or late shift.
- In the event a secretary is transferred, the Association understands her beginning and ending times may change.
- A minimum of two-week notice shall be given to all secretaries in the event that their beginning and ending times are changed.

On behalf of the Board, please fax a signed copy of this letter within in one school week to confirm your agreement to these terms. Upon receipt of same, the Association shall withdraw this grievance. Thank you for your immediate attention to this matter.

*Joseph M. Ferraina*  
5/7/99

Night/Parent Information Night with no early dismissal; and one (1) conference night (March) with early dismissal. Evening meetings will not exceed two (2) hours in length.

9. Teachers shall be provided a daily preparation and recording period. The length of this period shall be a minimum of thirty (30) minutes.

10. Each teacher will utilize a "Know Your Student" binder to keep a hard copy of his or her daily attendance in addition to posting the attendance on the software.

### G. Elementary Working Conditions

1. a. Every elementary school teacher shall have a duty-free lunch period during each working day equal in length of time to the lunch period allotted to the students. Provided, however, that in no event shall the lunch period of any elementary school teacher be less than thirty (30) minutes in length.

b. Each elementary school shall have the option to decide

(1) Voluntary A.M. Duty, which shall mean, only those staff members who wish to accept a fifteen (15) minute morning duty prior to the teacher contractual time shall take that assignment. Compensated time will be given equal to the duty time.

(2) Assigned A.M. Duty, in the event of insufficient volunteers, the duty shall be assigned by the principal to all teaching staff - including special teachers assigned to that building.

2. All elementary school principals, assistant principals and supervisors shall give five (5) calendar days prior notice of any meeting at which elementary school teachers are expected to attend; provided, however, that this provision shall not apply to reoccurring meetings scheduled on a periodic basis, for which an initial notice has been given to all teachers at the beginning of any school year, or for meetings arising from or pertaining to emergency conditions.

3. Each elementary school shall utilize duplicate register sheets for the purpose of recording pupil attendance, upon which the pupils' names for each grade shall be recorded by the administrative office staff and distributed periodically for completion by each elementary school teacher, and thereafter returned to the administrative office of each elementary school building principal.

4. Elementary School teachers shall be required to collect all monies from students for all school functions, activities and programs.

5. Elementary school teachers, who refer students to Pupil Personnel shall receive written acknowledgment of each student referral from Pupil Personnel and shall thereafter be advised as to the disposition of each and such student referral upon the conclusion of the case by Pupil Personnel.

6. Elementary school teachers have five (5) evening meetings; one (1) Open House/Back-to-School Night with no early dismissal; and four (4) conference nights [two (2) in the Fall, two (2) in the Spring] all four (4) with early dismissal.

7. Classroom teachers at the elementary level shall be provided one preparation period per day. The length of elementary preparation periods shall be the same length as in 1991-92.

8. Elementary guidance counselors shall be required to attend meetings outside the regular day as needed.

9. On inclement weather days, elementary teachers shall remain to supervise pupils until contracted transportation arrives. Teachers who are required to remain more than one-half hour beyond student dismissal time shall be compensated with compensatory time off in an equal amount, to be scheduled with Principal's approval.

#### H. Specialty Teaching

1. Special teachers in the elementary schools shall have complete charge of the pupils under their direction, and the regular teacher assigned to that class may have a plan and records period during the period in which the special teacher is conducting said class; provided, however, that it shall be the regular classroom teacher's responsibility to take pupils to and from the area of the specialty teaching if outside the classroom. Where Art Class is held in the regular teacher's classroom, the regular classroom teacher shall remain five (5) minutes after the Art teacher arrives and shall return to the classroom five (5) minutes prior to the expiration of the Art Class. Regular classroom teachers shall consult with special teachers in an effort to assist the special teachers in continuing ongoing classroom curriculum projects in the course of the specialty.

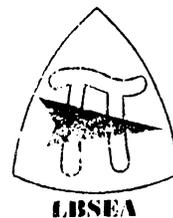
2. The Board agrees to expend the same effort in securing substitutes for Teaching Specialties as they do for regular classroom teachers.

#### I. Middle School Working Conditions

1. Every Middle School teacher shall have a duty-free lunch period during each working day equal in length of time to the lunch period allotted to the student. Provided, however, that in no event shall the lunch period of any Middle School teacher be less than thirty (30) minutes in length.

2. Middle School teachers have three (3) evening meetings; one (1) Open House/Back-to-School Night with no early dismissal; and two (2) conference nights [one (1) in the Fall, one (1) in the Spring] with early dismissal. Evening meetings shall not exceed two hours in length.

3. Block Scheduling: Year one will be an exploratory and planning year to develop new curriculum and training for teachers to implement the 3x2 and 3x3 Block Schedule. A pensionable stipend in the amount of \$4,500 will be given to teachers who teach a 6th period (3x3 Block) and teachers who teach "skinny" that are equal to a 3x3 Block will also receive the same compensation. **This applies to all teachers who were employed prior to July 1, 2004. Teachers employed to work beginning with the 2004-2005 school year or after will be assigned a 6th period or "skinny" without this additional compensation.** In Year Two, this Block Schedule will be implemented. A period within the Block Schedule will be two periods plus the passing time divided by two. With a 3x3 Block you will have a prep and a lunch, but no duty.



## Long Branch School Employees Association

569 Broadway, Box 4002, Long Branch, New Jersey 07740  
Tel: (732) 571-5273 • Fax: (732) 229-3485

To: Mr. Joseph M. Ferraina, Superintendent

From: LBSEA PR&R Committee *Sharon Schaubert*

Date: April 20, 1999

Re: Secretary Lunch Hour Grievance

RECEIVED  
APR 20 1999  
LONG BRANCH SCHOOLS  
OFFICE OF THE SUPERINTENDENT

It is the Association's understanding that the following terms will provide a resolution to the above-referenced grievance:

- The two secretaries hired on September 1, 1998 shall have the option of a one-half hour or one-hour lunch period.
- All other secretaries employed as of September 1, 1998 shall be "grandfathered."
- The Superintendent shall have the option of assigning either a half-hour or one-hour lunch to all secretarial employees—either part-time or full-time-- hired after May 1, 1999.

On behalf of the Board, please fax a signed copy of this memo to confirm your agreement to these terms within one school week. Upon receipt of same, the LBSEA shall withdraw this grievance without prejudice. Thank you for your assistance with this matter.

*Joseph M. Ferraina*  
5/7/99

SCHEDULE G

SIDEBARS



**Long Branch  
School Employees Association**

569 Broadway, Box 4002, Long Branch, New Jersey 07740  
Tel: (732) 571-5273 • Fax: (732) 229-3485

RECEIVED  
APR 20 1999  
LOWE  
OFFICE OF THE SUPERINTENDENT

To: Mr. Joseph M. Ferraina, Superintendent

From: LBSEA PR&R Committee

*Thomas J. Butcher*

Date: April 20, 1999

Re: Building Permit Grievance

Pursuant to the March 25, 1999 discussion regarding the above-referenced grievance, it is the Association's understanding that the following terms will provide a resolution to this matter:

- The parties agree that all after-school LBSEA meetings do not require a building permit.
- The LBSEA Building representative shall provide a minimum of one week prior to the building principal.
- The LBSEA is entitled to hold a meeting after monthly faculty meeting as long as there is a ten minute break between the meetings.

Please fax and mail a signed copy of this memo to confirm your agreement to these terms within one school week. Upon receipt of same, the LBSEA shall withdraw this grievance without prejudice. Thank you for your time and cooperation.

*Joseph M. Ferraina*  
5/7/99

J. Secondary Working Conditions

1. The Board shall make every effort to limit classroom teaching to five (5) classroom teaching periods per day and study hall assignments to one (1) study hall period per day in secondary school; provided, however, that the foregoing shall not apply to those subjects with double teaching periods.

2. The Board shall make every effort to insure that teachers in the secondary school shall not be required to teach more than two (2) subject areas.

3. The Board shall make every effort to insure that regular classroom teachers in the secondary schools shall not be required to change subject area teaching stations more than two (2) times during the school day; provided, however, that any alleged violation of this section shall not be grievable.

4. The Board shall make every effort to promote maximum efficiency on the part of the teachers in the secondary schools by endeavoring to arrange programs, which will permit not more than three (3) consecutive assigned teaching periods.

5. An Extracurricular Activities Committee shall be established in both the Middle and High Schools and shall be comprised of representatives of the teaching faculty, representatives of the school building administration and representatives of the student body for the purpose of reviewing the extracurricular activities both as existing and as proposed in each school. Said Extracurricular Activities Committee shall be developed in each school and shall, not later than June 1 of each year, submit a written report to the Principal of the respective school and to the Superintendent of Schools, setting forth all conclusions and recommendations reached by said Committee concerning the extracurricular activities program with the school. Said Extracurricular Activities Committee shall be advisory in nature and determinations with respect to the changing, altering or modification of the extracurricular activities program shall be made by the Board through the Superintendent of Schools.

6. The Board agrees that it will employ not less than eight (8) lay persons as teacher aides for the purpose of assisting in the supervision of students in the Middle and High School Cafeterias during the students' lunch periods.

7. The High School Principal shall establish a roster dividing the High School teaching staff into two equal parts, each equal part being permitted to leave the building alternate days during regularly scheduled duty-free lunch periods.

8. High School teachers have three (3) evening meetings; one (1) Open House/Back-to-School Night with no early dismissal; and two (2) conference nights (one (1) in the Fall, one (1) in the Spring) with early dismissal. Evening meetings shall not exceed two hours in length.

9. Block Scheduling: Year one will be an explanatory and planning year to develop new curriculum and training for teachers to implement the 3x2 and 3x3 Block Schedule. A pensionable stipend in the amount of \$4,500 will be given to teachers who teach a 6th period (3x3 Block) and teachers who teach "skinnies" that are equal to a 3x3 Block will also receive the same compensation. **This applies to all teachers who were employed prior to July 1, 2004. Teachers employed to work beginning with the 2004-2005 school year or after will be assigned a 6th period or "skinny" without this additional compensation.** In Year Two, this Block Schedule will be implemented. A period within the Block Schedule will be two periods plus the passing time divided by two. With a 3x3 Block you will have a prep and a lunch, but no duty.

K. Class Coverage

1. A pool of volunteers shall be established to be called upon for preparation period substitute assignments. In the event an insufficient number of volunteers are available, then involuntary assignments may be made in accordance with past practice. (see Schedule P).

2. For purpose of this Section, a preparation period at the elementary school level shall be defined as the time that a regular classroom teacher is released from teaching responsibility when the class is being conducted by a special teacher. Art, Music, Library Education, and Physical Education, as set forth in Article VIII, Section F.

L. Building, Class and Subject Assignments and Contract Renewal

1. All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming school year not later than June 30 of the previous school year; provided, however, that if the Board shall be delayed in the completion of such schedules and/or subject assignments, building assignments and room assignments by reason of emergencies such as questionable completion of new school construction, computer failure, abnormal teacher turnover or unavailability of teacher personnel in critical positions, the Board shall provide such schedules as soon as practicable.

2. On or before May 15 of each school year, the Board shall give to each non-tenured teacher continuously employed by the Board since the preceding September 30 either:

a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary as may be required by law or agreement between the Board and the Association; or

b. A written notice that such employment shall not be offered for the next succeeding year.

M. Termination of Non-Tenured Teachers

1. Non-tenured teachers who are not reappointed must be given the reasons in writing for the Board's action as per the New Jersey Supreme Court's decision in Donaldson v. Bd. Of Ed. Of City of North Wildwood, 65 N.J. 236 (1974). This article specifically reaffirms the Court's decisions.

2. A non-tenured teacher who is not reappointed shall have the right to appeal the matter to the Board of Education in accordance with Paragraph 1. above. No aspect of this article shall be subject to the Grievance Procedure as set forth in Article III. The Procedure as set forth herein is a separate and distinct appeal from the Grievance Procedure and must be used when there is the issue of the non-renewal of a non-tenured teacher contract.

**SCHEDULE F  
LONG BRANCH PUBLIC SCHOOLS  
Long Branch, New Jersey**

Non-Duty Holidays for  
Secretaries, Clerks, Custodians, Matrons, Grounds, and Maintenance Employees  
July 1, 2007 – June 30, 2010

- Independence Day\*
- Labor Day
- Yom Kippur
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Day before Christmas
- Christmas
- Day before New Year's Day
- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Holy Thursday
- Good Friday
- Memorial Day

\* 10-month employees do not receive this holiday as they are not scheduled to work at this time.

**SCHEDULE E (2)  
LONG BRANCH PUBLIC SCHOOLS  
LONG BRANCH, NJ**

**NON-CERTIFICATED STAFF  
REQUEST FOR APPROVAL OF COLLEGE CREDIT**

Supt's Copy \_\_\_\_\_  
Princ. Copy \_\_\_\_\_  
Teach. Copy \_\_\_\_\_

**LONG BRANCH PUBLIC SCHOOLS  
Long Branch, New Jersey**

**2007-2008**

**NON-CERTIFICATED STAFF REQUEST FOR APPROVAL OF UNDERGRADUATE/  
GRADUATE CREDIT REIMBURSEMENT & "CREDIT ONLY" COURSEWORK**

Any course taken beyond the number permitted by contract in a given school year or for the purpose of attaining certification in your present position is not eligible for tuition reimbursement and will be marked as "Credit Only".

**PLEASE CHECK ONE OF THE FOLLOWING:**

\_\_\_\_\_ Undergraduate/Graduate Credit Reimbursement towards degree/certification and/or additional college credits.

\_\_\_\_\_ "Credit Only" towards degree/certification and/or college credits exceeding the amount permitted by contract in a given school year.

**I. TO: Administrators/District Manager for Personnel/Asst. Superintendent /Superintendent of Schools**

**FROM:** \_\_\_\_\_  
(Name) (School) (Position)

I hereby request approval of the following course for reimbursement or credit only:

Course # \_\_\_\_\_ Institution: \_\_\_\_\_ # of Credits \_\_\_\_\_

Title: \_\_\_\_\_

Purpose: \_\_\_\_\_

To be taken: Summer, 2007 \_\_\_\_\_; Fall, 2007 \_\_\_\_\_; Spring, 2008 \_\_\_\_\_;

Begins: \_\_\_\_\_ Ends: \_\_\_\_\_

**CHECK ONE:**

\_\_\_\_\_ This course is my first course in a new program of studies. Attached is a complete description of the entire program, including a description of this specific course.

\_\_\_\_\_ This course is part of a previously approved program of studies. Attached is a description of this specific course. A complete description of the entire course of study has been previously submitted.

Number of Credits Previously Submitted/Approved (including this one) for 07-08 Reimbursement/Credit Only \_\_\_\_\_

**II. Approval:** \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_  
Principal (Date)

**III. Approval:** \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_  
Asst. Superintendent/Dist. Admin., PreK-5/ Dist. Admin., 6-12 / Dist. Manager for Personnel

**IV. Approval:** \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_  
Superintendent of Schools (Date)

GIB/kc

**ARTICLE IX**

**SECRETARIES**

**A. Salaries and Hours of Work**

1. All secretaries and clerical personnel shall receive salaries in accordance with the salary guide, which is attached hereto as "Schedule E" and made a part hereof.

2. The regular workweek shall be thirty-five (35) hours from September 1 until June 30 each year; except when school is not in session for students when the workday for employees shall be six (6) hours, exclusive of a lunch period. The thirty-five (35) hour workweek shall consist of five (5) seven (7) hour days, exclusive of a daily lunch period.

The regular work week shall be thirty (30) hours from July 1 to August 31 each year. The thirty (30) hour week shall be composed of five (5) six (6) hour days exclusive of a daily lunch period.

During the months of July and August, secretaries shall be permitted to work one hour less per day than the normal workday. The utilization of flexible hours during July and August shall be available upon approval of the immediate supervisor and/or Superintendent of Schools to insure that there is sufficient coverage throughout the workday during the summer months.

3. All employees known as "ten-month employees" shall be employed from September 1 through June 30 each year. Ten-month employees may be required to report to work prior to September 1. Those secretarial and clerical personnel required to report to work prior to September 1 shall be paid on a prorata basis or receive compensatory days at the employee's election.

4. Each ten-month secretary or clerical employee may individually elect to have ten percent (10%) of his/her monthly salary deducted from his/her pay. These funds shall be paid to the employee in two (2) equal payments during summer months, on the 15th day in July and the 15th day in August.

5. Where the clerical or secretarial employees has a reasonable and legitimate belief that snow conditions will prevent access to his or her place of employment, then the employee will notify the Superintendent of Schools or his designee of such conditions and will request approval to not report for duty without loss of pay or benefits. Such approval will not be unreasonably withheld.

**B. Holidays**

Secretarial employees shall be entitled to the specific holidays outlined in Schedule E attached hereto, subject to the adoption of a compatible School Calendar by the Board. In any case, twelve-month secretarial and clerical employees shall be assured a minimum of fifteen (15) paid holidays per year. Ten-month secretarial and clerical employees shall receive a minimum of fourteen (14) paid holidays. Ten-month secretaries are not eligible to receive the Independence Day holiday because they are not scheduled to work at that time.

C. Vacations

1. A twelve (12) month employee shall be entitled to vacation with pay based on the annual rate of pay of the employee when vacation is taken.

2. A twelve (12) month employee shall accrue vacation in accordance with the years of service as set forth in the following schedule:

During the first year of services                      10/12 day for  
each month of service

At the completion of the first full  
year of service up to the end of the  
fifth year of service                                      10 days per year

From the beginning of the sixth year  
of service to the end of the fourteenth  
year of service    15 days per year

From the beginning of the fifteenth  
year of service    20 days per year

A year of service is defined as continuous employment from July 1 to June 30 of the following calendar year.

3. During the first year of service a twelve (12) month employee shall be given vacation credit for his first three (3) months service but the employee shall only be entitled to utilize said vacation after successful completion of a ninety (90) day probationary period, which probationary period may extend from one fiscal year into another fiscal year.

4. Vacation for a twelve (12) month employee accrued in accordance with the above schedule shall be taken during the fiscal year immediately following the fiscal year in which it is accrued unless the employee's supervisor requests that the employee not take the vacation when scheduled and the time remaining in the fiscal year will not permit rescheduling of the vacation. A twelve (12) month employee shall be permitted to utilize her vacation time at any time during the work year, so long as prior written approval is provided by the immediate supervisor and Superintendent of Schools.

5. A ten (10) month employee shall be entitled to two (2) vacation days with pay based on the annual rate of pay of the employee on the date when the vacation is taken. Beginning the first day of the fifteenth (15th) year of service, the vacation days shall increase to four (4). The vacation days shall be taken during the school year in which the days are earned when schools are closed to students and on days agreed to by the individual employee, the employee's immediate supervisor and the Superintendent of Schools. The vacation days are not to be accumulated from year to year.

**SCHEDULE E (1)**  
**LONG BRANCH PUBLIC SCHOOLS**  
**LONG BRANCH, NJ**  
REQUEST FOR APPROVAL OF GRADUATE CREDIT

Supt's Copy \_\_\_\_\_  
Princ. Copy \_\_\_\_\_  
Teach. Copy \_\_\_\_\_

**LONG BRANCH PUBLIC SCHOOLS**  
Long Branch, New Jersey

**2007-2008**  
**CERTIFICATED STAFF REQUEST FOR APPROVAL OF**  
**GRADUATE CREDIT REIMBURSEMENT & "CREDIT ONLY" COURSEWORK**

Any course taken beyond the number permitted by contract in a given school year or for the purpose of attaining certification in your present position is not eligible for tuition reimbursement and will be marked as "Credit Only".

**PLEASE CHECK ONE OF THE FOLLOWING:**

- \_\_\_\_\_ Graduate Credit Reimbursement towards a new Certification, BA+30, MA or a MA+30
- \_\_\_\_\_ "Credit Only" towards an Assignment Certification that may lead to a BA+30, MA or a MA+30 or any course exceeding the amount permitted by contract in a given school year.

I. TO: Administrators/District Manager for Personnel/ Asst. Superintendent/Superintendent of Schools

FROM: \_\_\_\_\_ (Name) \_\_\_\_\_ (School) \_\_\_\_\_ (Grade Level/Subject Taught)

I hereby request approval of the following course for reimbursement or credit only:

Course # \_\_\_\_\_ Institution: \_\_\_\_\_ # of Credits \_\_\_\_\_

Title: \_\_\_\_\_

Purpose: \_\_\_\_\_

To be taken: Summer, 2007 \_\_\_\_\_; Fall, 2007 \_\_\_\_\_; Spring, 2008 \_\_\_\_\_;

Begins: \_\_\_\_\_ Ends: \_\_\_\_\_

Credits to be applied to:

\_\_\_\_\_ Certification, After Administration Approval Only: Field: \_\_\_\_\_  
\_\_\_\_\_ 30 Credits beyond B.A. \_\_\_\_\_ Master's Degree \_\_\_\_\_ 30 Credits beyond M.A.

**CHECK ONE:**

- \_\_\_\_\_ This course is my first course in a new program of studies. Attached is a complete description of the entire program, including a description of this specific course.
- \_\_\_\_\_ This course is part of a previously approved program of studies. Attached is a description of this specific course. A complete description of the entire course of study has been previously submitted.

Number of Credits Previously Submitted/Approved (including this one) for 07-08 Reimbursement/Credit Only \_\_\_\_\_

II. Approval: \_\_\_\_\_ YES \_\_\_\_\_ NO

Principal \_\_\_\_\_ (Date)

III. Approval: \_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Asst. Superintendent / Dist. Admin, PreK-5 / Dist. Admin., 6-12 / Dist. Manager for Personnel

IV. Approval: \_\_\_\_\_ YES \_\_\_\_\_ NO

Superintendent of Schools \_\_\_\_\_ (Date)

GIB/kc

Two adults who have not filed an Affidavit of Domestic Partnership shall be treated as domestic partners in an emergency medical situation for the purposes of allowing one adult to accompany the other adult who is ill or injured while the latter is being transported to a hospital, or to visit the other adult who is a hospital patient, on the same basis as a member of the latter's immediate family, if both persons, or one of the persons in the event that the other person is legally or medically incapacitated, advise the emergency care provider that the two persons have met the other requirements for establishing a domestic partnership as set forth in section 4 of P.L., c. 15(C.)(pending before the Legislature as this bill);

The commissioner shall cause to be prepared, in such a manner as the commissioner determines appropriate:

1. blank forms, in quadruplicate, of Affidavits of Domestic Partnership and Certificates of Domestic Partnership corresponding to the requirements of this act; and

2. copies of the Notice of the Rights and Obligations of Domestic Partners.  
b. The commissioner shall ensure that these forms and notices, along with such sections of the laws concerning domestic partnership and explanations thereof as the commissioner may deem useful to persons having duties to recognize domestic partners under those laws, are printed and supplied to each local registrar, and made available to the public upon request.

The termination of a domestic partnership may be adjudged for the following causes:

a. voluntary sexual intercourse between a person who is in a domestic partnership and an individual other than the person's domestic partner as defined in section 3 of P.L.

b. willful and continued desertion for a period of 12 or more consecutive months, which may be established by satisfactory proof that the parties have ceased to cohabit as domestic partners;

c. extreme cruelty, which is defined as including any physical or mental cruelty that endangers the safety or health of the plaintiff or makes it improper or unreasonable to expect the plaintiff to continue to cohabit with the defendant; except that no complaint for termination shall be filed until after three months from the date of the last act of cruelty complained of in the complaint, but this provision shall not be held to apply to any counterclaim;

d. separation, provided that the domestic partners have lived separate and apart in different habitations for a period of at least 18 or more consecutive months and there is no reasonable prospect of reconciliation; and provided further that, after the 18-month period, there shall be a presumption that there is no reasonable prospect of reconciliation;

e. voluntarily induced addiction or habituation to any narcotic drug, as defined in the "New Jersey Controlled Dangerous Substances Act," P.L.1970., or habitual drunkenness for a period of 12 or more consecutive months subsequent to establishment of the domestic partnership and next preceding the filing of the complaint;

f. institutionalization for mental illness for a period of 24 or more consecutive months subsequent to establishment of the domestic partnership and next preceding the filing of the complaint; or

g. imprisonment of the defendant for 18 or more consecutive months after establishment of the domestic partnership, provided that where the action is not commenced until after the defendant's release, the parties have not resumed cohabitation following the imprisonment.

6. In the event an employee goes from a ten (10) month employee status to a twelve (12) month employee status, the years of service rendered as a ten (10) month employee shall be counted in computing vacation credit. When an employee changes from a ten (10) month employee to a twelve (12) month employee, the employee shall accrue vacation credit in accordance with the schedule as outlined in Paragraph 2 and such vacation shall be taken during the fiscal year immediately following the fiscal year in which the vacation is accrued as a twelve (12) month employee.

#### D. Evaluation

1. All evaluations of secretarial staff shall be done openly and with the knowledge of the employee. An employee shall be entitled to receive a copy of the evaluation and to indicate and be required to indicate receipt of same. If an employee desires, he may append comment to the report, which shall become a part thereof.

2. A secretary shall have the right upon request to review the contents of her personnel file except for personnel recommendations or pre-evaluations prior to her employment. Requests shall be in writing five (5) working days in advance of the date requested to review the files. In the case of grievances only, the Association President may request this review by telephone two (2) working days in advance of the date requested to review the file.

#### E. Inclement Weather Days

1. Secretaries shall not be required to work on inclement weather days when school is closed for inclement weather.

#### F. Terminal Leave Pay

1. Any retiring secretary shall receive ten (10) days severance pay based on final annual salary at the time of retirement.

2. A retiring secretary shall receive retirement severance pay computed at the rate of \$30.00 per day for 100% of the accumulated sick leave payable upon retirement. The total amount that any secretary member receives under these terms and conditions is capped at eight thousand five hundred dollars (\$8,500.00).

#### G. Reduction in Force

In the event of a reduction in force affecting secretaries, reductions will be made in inverse order of seniority, in job classification, as defined by job description.

**ARTICLE X  
CUSTODIANS/MATRONS/MAINTENANCE  
AND GROUNDS EMPLOYEES**

**A. Salaries and Hours of Work**

1. All custodians, matrons and maintenance/grounds personnel shall receive salaries in accordance with the salary guide attached hereto as "Schedule G"/"Schedule H" and made a part hereof. A record of individual salaries shall be maintained on file in the office of the Coordinator of Buildings and Grounds and shall be available for review by the Association on request.

2. The regular work week shall be forty (40) hours for all employees. The regular work week for day shift employees shall be composed of five (5) eight (8) hour days inclusive of a daily thirty (30) minute lunch period. The regular work week for night shift employees shall be composed of five (5) eight (8) hour nights inclusive of a daily thirty (30) minute dinner period. All employees must remain in their assigned building during their entire shift, including their lunch and dinner periods. The Board shall pay each employee one and one-half times such employee's regular hourly wage for each hour of working time in excess of forty (40) hours in any week.

3. All employees known as "ten-month employees" shall be employed from September 1 through June 30 each school year. All employees known as "twelve-month employees" shall be employed from July 1 through June 30 of each school year.

4. The head custodians in the High and Middle Schools shall in addition to their annual salaries, receive the sums as listed on "Schedule M", in recognition of the added responsibility for the staff that works under them.

The night crew chiefs in the High and Middle Schools shall in addition to their annual salaries, receive the following sums as listed on "Schedule M", in recognition of the added responsibility for the night crew in the district.

The head maintenance person shall receive the sums as listed on "Schedule M", in recognition of the added responsibility for the maintenance crew.

The head grounds person shall receive the sums as listed on "Schedule M", in recognition of the added responsibility for the grounds crew.

These sums are payable over the twelve-month period or in the regular salary check.

5. In addition to the aforementioned salaries, the Board will provide safety shoes to custodians, matrons and maintenance persons and grounds persons. Upon written submission of a receipt for the purpose of shoes, custodians, matrons and maintenance shall be entitled to reimbursement for the purpose in an amount not to exceed \$95.00 in each year of the Agreement. Each employee shall receive from the Board three (3) uniforms per year without cost to the employee.

6. Any employee applying for a transfer for a custodial position in another school or, in any school in the District, shall be required to have his Boiler license in his/her possession at the time of the request for transfer. Although a Boiler license is not mandatory for grounds persons and maintenance persons, said license shall be looked upon as an additional factor in favor of the transfer for the candidate possessing same.

**SCHEDULE D**

**DEFINITION OF A DOMESTIC PARTNER**

Two persons who desire to become domestic partners and meet the requirements of subsection b. of this section may execute and file an Affidavit of Domestic Partnership with the local registrar upon payment of a fee, in an amount to be determined by the commissioner, which shall be deposited in the General Fund. Each person shall receive a copy of the affidavit marked "filed." A domestic partnership shall be established when all of the following requirements are met:

1. Both persons have a common residence and are otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or personal property, which shall be demonstrated by at least one of the following:

- a. a joint deed, mortgage agreement or lease;
- b. a joint bank account;
- c. designation of one of the person's as a primary beneficiary in the other person's will;
- d. designation of one of the person's as a primary beneficiary in the other person's life insurance policy or retirement plan; or
- e. joint ownership of a motor vehicle;

2. Both persons agree to be jointly responsible for each other's basic living expenses during the domestic partnership;

3. Neither person is in a marriage recognized by New Jersey law or a member of another domestic partnership.

4. Neither person is related to the other by blood or affinity up to and including the fourth degree of consanguinity;

5. Both persons are of the same sex and therefore unable to enter into a marriage with each other that is recognized by New Jersey law, except that two persons who are each 62 years of age or older and not of the same sex may establish a domestic partnership if they meet the requirements set forth in this section;

6. Both persons have chosen to share each other's lives in a committed relationship of mutual caring;

7. Both persons are at least 18 years of age;

8. Both persons file jointly an Affidavit of Domestic Partnership;

9. Neither person has been a partner in a domestic partnership that was terminated less than 180 days prior to the filing of the current Affidavit of Domestic Partnership, except that this prohibition shall not apply if one of the partners died; and, in all cases in which a person registered a prior domestic partnership, the domestic partnership shall have been terminated in accordance with the provisions of section 10 of P.L., c.

A person who executes an Affidavit of Domestic Partnership in violation of the provisions of subsection b. of this section shall be liable to a civil penalty in an amount not to exceed \$1,000. The penalty shall be sued for and collected pursuant to the "Penalty Enforcement Law of 1999," P.L. 1999, c.274 (C.2A:58-10 et seq.).

## SCHEDULE C

### SALARY GUIDE MOVEMENT

1. **Teachers & Secretaries/Clerks:** Guide movement shall be consistent with Schedules C & E.

No one in the bargaining unit will move to an Off letter on the Guide. In the future when employees retire that are presently on the Off letters, their salaries and letter will be deleted from future Guides.

2. **Other Unit Employees:** Guide movement shall be consistent with the attached schedules read horizontally.

No one in the bargaining unit will move to an Off letter on the Guide. In the future when employees retire that are presently on the Off letters, their salaries and letters will be deleted from future Guides.

3. Increase all salary guides Year One (2007-2008) by 4.50%.  
Increase all salary guides Year Two (2008-2009) by 4.25%.  
Increase all salary guides Year Three (2009-2010) by 4.25%.  
Total increases shall be 13.00%

4. Increase all coaching stipend guides by 3% in Year One (2007-2008), and freeze all coaching guides in Year Two and Year Three (2008-2009 and 2009-2010). Employees will receive these increases through the three-year term of this Agreement. Please note, however, that these employees will remain on the same step of these guides for the three-year term of this Agreement. Increase all non-coaching stipends Year One (2007-2008) by 3% and freeze all non-coaching stipends in Year Two and Year Three (2008-2009 and 2009-2010).

5. It is agreed that an additional \$207,800, outside of salary settlement, will be applied to the custodial guide.

6. With the exception of library clerks, all Level 2 secretaries shall be moved to Level 3 upon the granting of tenure to those employees.

7. All staff hired on or after the last day in December (31<sup>st</sup>) shall remain on the same step for the following school year.

8. It is agreed that all teachers hired prior to September 1, 2004, teaching the Middle School self contained grade 6 shall receive an additional \$4500 added to their salary base for pension purposes. The same agreement applies to those teaching the self contained grade 7 in 2005-2006.

7. Maintenance and custodial employees in possession of a Black Seal License shall receive additional compensation as listed on "Schedule M".

8. Each ten-month custodian or maintenance worker may individually elect to have ten (10%) percent of his/her monthly salary deducted from his/her pay. These funds shall be paid to the employee in two (2) equal payments during the summer months, on the 15<sup>th</sup> day in July and the 15<sup>th</sup> day in August.

9. Additional stipends shall be provided to specifically named maintenance employees in accordance with "Schedule P" and made a part hereof.

#### B. Holidays

Custodial/Maintenance/Grounds employees shall be entitled to the specified holidays outlined in "Schedule F" subject to the adoption of a compatible School Calendar by the Board. In any case, twelve-month employees shall be assured a minimum of fifteen (15) paid holidays per year. Ten-month employees shall receive a minimum of fourteen (14) paid holidays. Ten-month employees are not eligible to receive the Independence Day holiday, because they are not scheduled to work at that time. If the holiday falls within an employee's vacation period, the employee shall receive an extra day off.

#### C. Vacations

1. All twelve (12) month custodial employees shall accrue vacation in accordance with years of service as set forth in the following schedule.

First Year of Service	10/12 day for each day of month of service
At the completion of the first full year of service up to the end of the fifth year of service	10 days per year
From the beginning of the sixth year of service up to the end of the fourteenth year of service	15 days per year
From the beginning of the fifteenth year of service	20 days per year

A year of service is defined as continuous employment from July 1 to June 30 of the following calendar year.

2. During the first year of service a twelve (12) month employee shall be given vacation credit for the first three (3) months of service but the employee shall only be entitled to utilize said vacation after successful completion of ninety (90) day probationary period, which probationary period may extend from one fiscal year into another fiscal year.

3. All ten (10) month employees shall be entitled to two (2) vacation days with pay at the annual rate of pay such employees are receiving at the time when such vacation is actually taken. Beginning the first day of the fifteenth (15th) year of service, the vacation days shall increase to four (4). The vacation shall be agreed to by the individual employee, the employee's Principal and the Coordinator of Building and Grounds.

4. Vacations shall be taken during the fiscal year immediately following the fiscal year in which the time is accrued unless the employee's supervisor specifically requests that the employee not take his vacation when scheduled and the time remaining in the fiscal year will not permit rescheduling of the vacation.

#### D. Evaluation

1. All evaluations of the custodial/maintenance and grounds employees shall be done openly and with the knowledge of the employee. An employee shall be entitled to receive a copy of the evaluation and to indicate and be required to indicate receipt of same. If an employee desires, he may append comment to the report, which shall become a part thereof.

2. Custodial/maintenance and grounds employees shall have the right upon request to review the contents of his/her personal file except for personnel recommendations or pre-evaluations prior to his/her employment. Requests shall be in writing five (5) working days in advance of the date requested to review the files. In the case of grievances only, the Association President may request this review by telephone two (2) working days in advance of the date requested to review the file.

#### E. Terminal Leave Pay

1. All retiring custodial/maintenance and grounds employees shall receive ten (10) days severance pay based on final annual salary at the time of retirement.

2. All retiring custodial/maintenance and grounds employees shall receive retirement pay computed at the rate of \$30.00 per day for 100% of the accumulated sick leave payable upon retirement. The total amount that any custodian/maintenance and grounds employee receives under these terms and conditions is capped at eight thousand five hundred dollars (\$8,500).

#### F. Probationary and Seniority Periods

##### 1. Probationary Period

All custodian/maintenance and grounds employees shall upon their employment with the Board serve a probationary period of ninety (90) days.

##### 2. Seniority

a. All custodial/maintenance and grounds employees who have completed three consecutive years of employment in the school district shall be entitled to tenure protections offered by N.J.S.A. 18A: 17-3.

b. A seniority list shall be established in each job title to be based on the length of service within that title.

c. It will be the prerogative of the Board or its Administration to shift an employee from day shift to night shift or vice versa provided reasonable notice is given and such change shall not be done in retaliation for any concerted or organizational activity and that the change is based, at least in part, on the length of service in title of the individual who would be available for such shift.

## SCHEDULE B

### SCHOOL CALENDAR

The school calendar shall be adopted by the Board of Education with the recommendation of the Superintendent of Schools after consultation with the Executive Committee of the Association prior to submission of the calendar to the Board for consideration. The school calendar as thus adopted will be provided to employees within ten (10) days after approval by the Board of Education.

**SCHEDULE A – GRIEVANCE FORM  
LONG BRANCH PUBLIC SCHOOLS  
Long Branch, New Jersey**

In the Matter of the Grievance of: \_\_\_\_\_:  
**FORMAL GRIEVANCE COMPLAINT**  
(Name of Aggrieved Employee)

TO: \_\_\_\_\_, Principal of the  
\_\_\_\_\_ (Name of Principal)  
School of Long Branch Public Schools.

SIR:  
PLEASE TAKE NOTICE that pursuant to Article 3, Paragraph F, of the Collective Bargaining Agreement now in force between the Long Branch School Employees Association and the Board of Education of the City of Long Branch, I do hereby file the following grievance with your office:

1. The nature of my grievance is as follows:

\_\_\_\_\_  
(Here describe full details of grievance, using additional sheets, if necessary.)

2. By reason of the foregoing facts and circumstances, I feel that I have sustained injury, loss or inconvenience in that:

\_\_\_\_\_  
(Here describe in detail the nature and extent of the injury, loss or inconvenience claimed.)

3. On \_\_\_\_\_, pursuant to Article 3,

(Date of information Conference) of the Collective Bargaining Agreement, aforesaid, I discussed this matter with you at which time you decided:

\_\_\_\_\_  
(Here briefly state Principal's decision or determination in the matter as Employee understood it.)

4. I am dissatisfied with your decision in this because:

\_\_\_\_\_  
(State all reasons why appeal is being filed.)

5. I DO/DO NOT (circle one) desire a hearing on this grievance prior to your rendering your formal decision.

6. My present position is:

\_\_\_\_\_  
(State position or duty assignment.)

Respectfully submitted,

\_\_\_\_\_  
(Full signature of Employee) Date: \_\_\_\_\_  
(Date of mailing or delivery to Principal)

NOTE: This is an abbreviated form.

**ARTICLE XI  
CORRIDOR AIDES/SAFE SCHOOL  
ENVIRONMENT EMPLOYEES**

A. Salaries

Salaries for corridor aides/safe school environment employees shall be as set forth in "Schedule J" attached hereto and made a part hereof, and shall become effective on September 1, 2007, September 1, 2008 and September 1, 2009. Longevity payments will continue for the three years of the contract.

B. Probationary Period

All corridor aides/safe school environment employees shall upon their employment with the Board serve a probationary period of ninety (90) days.

C. Evaluation

1. All evaluations of corridor aides/safe school environment employees shall be done openly and with the knowledge of the employee. An employee shall be entitled to receive a copy of the evaluation and to indicate and be required to indicate receipt of same. If any employee desires, he may append comment to the report, which shall become a part thereof.

2. A corridor aide/safe school environment employee shall have the right upon request to review the contents of his/her personnel file except for personnel recommendations or pre-evaluations prior to his/her employment. Requests shall be in writing five (5) working days in advance of the date requested to review the files. In the case of grievances only, the Association President may request this review by telephone two (2) working days in advance of the date requested to review the file.

D. Terminal Leave Pay

1. A retiring corridor aide/safe school environment employee shall receive retirement severance pay computed at the rate of \$30 per day for 100% of the accumulated sick leave payable upon retirement. The total amount that any corridor aide member receives under these terms and conditions is capped at eight thousand five hundred dollars (\$8,500).

**ARTICLE XII  
BENEFITS  
SICK LEAVE AND PERSONAL ABSENCES**

A. Annual Sick Leave

Employees of the Board of Education shall be granted annual sick leave as follows:

1. Ten (10) Month Contract Employees – Employees on a ten-month contract basis shall be entitled to annual sick leave of ten (10) days per contract year at full pay.

2. Twelve (12) Month Contract Employees – Employees on a twelve-month contract basis shall be entitled to annual sick leave of twelve (12) days per contract year at full pay.

3. Sick Leave – Accumulative – for both 1 and 2 above shall be cumulative. That is, all days of annual sick leave not utilized during a contract year shall accumulate to the employee's benefit.

4. Days Required Beyond Accumulated Sick Leave - If an employee exhausts all annual and accumulated paid sick leave the Board may, on a case-by-case basis, grant up to an additional ten (10) days of sick leave to be compensated at the daily rate of pay less the pay of a substitute.

a. Deduction of the substitute rate shall be effective whether or not a substitute is employed.

b. Absence due to sickness beyond the additional days provided for in this section shall be subject to the full deduction of a day's salary for each additional day's absence.

c. Rare cases deemed meritorious by the Board may be given special consideration without establishing a general rule for future practice.

d. The Board shall keep the Association informed as to the established rates of pay for substitutes and any changes made in those rates. For corridor aides the substitutes' rate of pay shall be in accordance with the starting rate for corridor aides/safe school environment employees as set forth in "Schedule H-4". For custodial, maintenance, and grounds employees, the substitutes' rate of pay shall be a proration of the first step on the guide set forth in "Schedule H-3"/"Schedule H-3".

5. Proof of Illness – In the event an employee shall be absent more than three (3) consecutive days because of personal illness or quarantine (non-job or job-related accident), it shall be the option of the Superintendent or the Board of Education (through their authorized representatives) to require a physician's certificate verifying the absence and reason therefore..

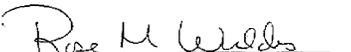
6. Sick Leave - Definition of – Sick leave is hereby defined to mean "the absence from his or her post of duty, because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district medical authorities on account of contagious disease or by virtue of being quarantined for such disease in his or her immediate household.

**ARTICLE XIV  
DURATION OF AGREEMENT**

A. The provisions of this Agreement shall take effect July 1, 2007, and remain in force and effective through June 30, 2010; when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to such date; provided, however, that the language (non-salary) provisions of this Agreement which reflect changes from the predecessor agreement shall take effect upon formal execution of this agreement.

B. In Witness whereof, the undersigned put their signatures on this

  
Michele Critelli, President

  
Rose M. Widdis

  
Joseph E. Sirianni

  
Ivette Cotte, President

  
Theresa Schaubert

  
Mary Henderson

provision or application shall not be deemed valid and subsisting, except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.

2. Any contract between the Board and an individual employee hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

3. Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following address:

- a. If by Association, to Board at 540 Broadway, Long Branch, New Jersey 07740
- b. If by Board, to Association at the President's permanent address and/or LBSEA offices – 494 Broadway, Suite 1A, Long Branch, New Jersey 07740.

4. This Agreement constitutes the entire understanding between the parties, and the parties hereto agree that no parole or oral promises not incorporated herein are to be binding upon the parties, and, further, that this Agreement may only be modified, altered or supplemented by written agreement between the parties.

5. Employees will be paid semi-monthly on the 15<sup>th</sup> and 30<sup>th</sup> of each month.

6. All other provisions of the 2004-2007 contract shall be carried over without any changes to the new agreement.

Exception: "Absence from post of duty due to accident on the job (covered by Workman's Compensation, N.J.S.A. 34:15-1, et seq.) shall not be charged against sick leave." Such absence shall be paid for at full rate of pay.

7. Sick Bank – Year one will be used to study the feasibility of implementing a sick bank utilizing unused Urgent Business Days by a committee of Administrators and Association members. Upon agreement of a plan, the sick day bank will be put into effect.

8. A Day's Salary – Definition of

a. A day's pay for all ten (10) month professional employees shall be defined as one two-hundredth (1/200) of the annual contractual salary. (Chapter 142-P.L. 1942)

b. A day's pay for all twelve (12) month professional employees shall be defined as one two-hundredth and fortieth (1/240) of the annual contractual salary rate.

9. The Board shall provide an answering service available to all employees for the sole purpose of reporting an employee's absence from school during school days, and every employee shall be required to report his absence through the answering service not later than 6:30 a.m. of the day upon which the absence will occur. Any absence reported after 6:30 a.m. shall be reported directly to the employee's principal or the principal's designated agent.

#### B. Other Types of Personal Leave

1. Family Illness - Employees whose absence is due to the serious illness of a member of the immediate family, shall receive salary less substitute's pay for a maximum of five (5) working days. Absence beyond five (5) days shall be charged at a rate of full deduction of pay. The Superintendent of Schools or the Board of Education shall have the right to request a physician's certificate substantiating such absence. For the purpose of this paragraph the immediate family shall include employee's mother, father, sister, brother, wife or husband and employee's children or stepchildren.

2. Death in the Family – Employees absence caused by death in the immediate family shall receive full salary for a period not to exceed five (5) days. In the event of death, the immediate family shall be considered to include mother, father, sister, brother, wife or husband, children of employee including stepchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and grandchildren or a non-relative person domiciled with the employee or the mother or father of a domestic partner as per the New Jersey State Domestic Partnership Act.

3. Urgent Business – Employees shall be granted, upon written request to the Superintendent of Schools, three (3) days per school or fiscal year for urgent business not possible to conduct on other than a school day because of conditions beyond the control of the employee. Two of these days shall be with no cause and one shall be with cause. All three days shall be converted to sick time if unused. Written requests for urgent business should be submitted through the employee's immediate supervisor to the Superintendent of Schools, as early as possible preceding date requested.

Immediate occurring urgent conditions may receive permission by phone from the Superintendent's Office if followed by confirming written request.

No deduction of pay shall be made for these three (3) urgent business days when prior approval is granted. Lack of prior approval shall mean deduction of a full day's pay. Ordinarily, days before and after a holiday period will not be allowed.

(Some examples of urgent business - death of a friend or relative not covered under other parts of this policy, closing on house, family member to or from hospital, religious holidays, graduation of son or daughter from college, etc.)

Any employee shall have his/her unused Urgent Business Days transferred to the employee's accumulated sick leave bank at the end of each school year.

4. Personal Business – Employees who are absent from school for causes other than those covered in this policy or absent beyond times provided for, will usually have full salary deducted. Exceptional causes may be referred to the Board of Education through the office of the Superintendent of Schools for special consideration. Written requests for personal business must be submitted as far in advance as possible and normally not less than one week.

5. All employees shall be granted leave, without deduction of salary, when absence is necessitated because of a Civil Court Subpoena unless the employee is subpoenaed to appear on behalf of a party adverse to the Board of Education in the pending litigation or the employee is to appear as a paid witness in connection with private non-school business. A copy of the Subpoena shall be submitted along with a written request if the employee wishes to be granted leave without a deduction of pay.

#### 6. Convention Leave

(a.) Teachers will not be required to report for and will suffer no loss of pay for not more than two (2) days in any school year when the New Jersey Education Association Convention is scheduled. Teachers may be granted permission to attend other teachers' meetings or conventions without loss of salary. Permission to attend such other conventions shall be subject to the prior approval of the Superintendent of Schools and the Principal and requests for such leave shall be submitted in writing three (3) weeks prior to the anticipated dates of leave.

(b) Secretaries shall be granted permission to attend the annual Convention of the New Jersey Education Association for a period of not more than two (2) days in any one year, without deduction of salary. Those employees not actually attending the Convention shall be required to work. Certification of Attendance from the New Jersey Education Association Convention shall be submitted through employee's immediate supervisor to the Superintendent of Schools.

(c) Effective September 1, 1990, a maximum of five custodial/maintenance/grounds employees shall be granted leave with pay to attend the annual two-day convention. Selection of employees shall be determined by seniority, provided that prior written notification is submitted to the Superintendent of Schools by those employees seeking the leave. Any employee who is granted the leave under this section shall provide the Superintendent of Schools with a certification of attendance from the Convention upon their return to work.

7. Professional Day – Teachers may be granted one (1) professional visiting day a year without deduction of salary. The day selected as the visiting day and the site of the visitation shall be approved by the Superintendent and Principal and shall be submitted in writing three (3) weeks prior to date of visitation requested.

2. The membership of each such Advisory Committee created hereunder shall be elected by all staff in each school building and each such Advisory Committee shall be limited in its membership to five (5) members or ten (10%) percent of the permanent staff in each school building, whichever number shall be greater.

#### C. Agency Shop

1. If any employee does not become a member of the Association during any membership year which is covered in whole or in 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.

2. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Association to its own members.

3. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

4. The employer shall remit the amount deducted to the Association monthly, on or before the 15<sup>th</sup> of the month following the month in which such deductions were made.

5. These deductions shall commence thirty (30) days after the beginning of employment in the unit.

6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not available, the employer shall immediately cease making said deductions.

7. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Board shall have no obligation to defend actions arising under this Article but, once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation.

#### D. Miscellaneous Provisions

1. 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

**ARTICLE XIII  
OTHER PROVISIONS**

**A. Notice of Employment Openings**

1. All available opportunities for employment by the Board in all full-time positions in the Board's table of organization below the rank of Assistant Superintendent shall be publicized to all employees in the Long Branch School System by the posting of written notices in all school offices and on the bulletin board in each faculty room in the various school buildings; and said notices of such available opportunities for employment shall specify the manner in which interested employees may apply.

A minimum of one (1) posting will be mailed to all employees between July 1 and August 30 (summer period). During this summer period Personnel openings will be periodically recorded, and can be accessed by calling the Central Office telephone number and choosing #1 Announcements on the directory.

2. All available opportunities for employment by the Board in connection with the summer school program, home teaching program, specially funded programs and other existing programs shall be publicized to all teachers in the Long Branch School System by the posting of written notices on the bulletin board in each faculty room in the various school buildings, and said notices of such available opportunities for employment shall specify the manner in which interested teachers may apply. Among other factors, service in the school district shall be considered by the Board of Education in making selections provided this is in the best interests of the school district and the community.

3. Posting for secretarial and custodial positions shall be made for five (5) work days and employees interested in those positions shall make application to the Superintendent or his designee within the five (5) day posting period.

4. In the event that the Superintendent shall determine that the qualifications and abilities of two or more applicants for a secretarial or custodial position are equal in terms of experience and ability, the applicant with the greater seniority shall be awarded the job.

5. Custodial employees who have acquired experience, skill and ability (physical or otherwise) to do the work required in the job without training shall be given preference.

**B. School Advisory Committee**

1. An elected Advisory Committee for each school building shall meet with the Principal at least once a month after regular school hours for the duration of the school year to review and discuss local school problems and practices and to play an active role in the revision and development of building policies; provided, however, that any decisions or determinations made by said Advisory Committee shall be deemed to be recommendations as received from said Advisory Committee by the school building administration, the Superintendent of Schools or the Board shall not be grievable.

8. Unpaid Leave of Absence – Family Illness – The Board shall grant a leave of absence without pay for a period not to exceed one (1) year to an employee for the sole purpose of caring for a sick member of the immediate family of that employee and additional leave may be granted at the sole discretion of the Board and for good cause shown. Provided, however, that no leave of absence shall be granted as herein contemplated unless the employee requesting said leave of absence shall first submit to the Board written medical certification from the attending or treating physician which certifies both the illness of the immediate family member and the medical necessity for the rendering of home care by the employee.

**C. Maternity Leave and Maternity Sick Leave**

1. Any employee who becomes pregnant may use sick leave pursuant to Section A of this Article for pregnancy-related disability or illness; provided, however, that such leave may not be used during the course of or immediately following an unpaid leave of absence.

2. Any employee who becomes pregnant may be granted an unpaid leave of absence for pregnancy-related disability subject to the following conditions:

(a) The period of disability is defined as the period of time, both prenatal and postnatal, during which a physician certifies the employee's inability to work.

(b) Application for maternity disability leave shall be made, in writing, at least sixty (60) days prior to the requested start of the leave, and shall specify the commencement date of the leave and the date on which the employee shall return to work. All applications must be supported by a certificate from the attending physician.

(c) An employee returning from a maternity disability leave shall provide a certificate from the attending physician that she is fit to resume work.

(d) Maternity disability leave shall be granted until the end of the school year in which the birth occurs. For tenured employees such leave may be extended into the following school year upon presentation of medical certification of continuing disability. Maternity disability leave shall not be extended beyond the close of the school year in which it is initially granted for non-tenured employees.

(e) All medical certifications required pursuant to this section are subject to review and approval by the Board of Education.

3. Tenured employees may be granted unpaid maternity child care leave for time beyond the period of pregnancy-related disability subject to the following conditions.

(a) Application for such leave must be made, in writing, at least sixty (60) days prior to the requested start of the leave and shall state the requested starting date of the leave and the date that the employee will return to work.

(b) The employee shall have the option of taking maternity child care leave for (1) the balance of the school year in which the birth occurs or (2) the balance of the school year in which the birth occurs and the entire following school year. Any employee who wishes to change the terms of such leave from option (1) to option (2) shall notify the Superintendent of Schools not later than March 15 of the year in which the leave is granted.

(c) In no case will a leave be extended beyond the end of the school year following the school year in which the birth occurs.

4. To avoid unnecessary interruption, employees granted child care leave shall return either the first day of school in September or the first day of school in January, or the first day of a new marking period, whichever is closer to the termination date of the child care leave.

5. The granting of any form of maternity leave shall not be construed as requiring the Board to offer a new contract or renewed employment to any employee who would not otherwise have been offered such a contract for employment.

6. Time spent on an unpaid leave of absence shall not count toward the accrual of seniority or tenure.

7. The year in which an unpaid leave of absence is granted shall not count toward earning of an increment unless the leave commences after the last day in February.

#### D. Insurance Protection

1. The Board shall provide full family health insurance coverage; provided however, and subject to the exceptions set forth below, that the cost to the Board of Education for the above-described medical insurance coverage shall not exceed the premium rate per employee in effect prior to May 1, 2007 and insurance premium costs shall be capped at the rate levels in effect prior to that date. The Board shall select the appropriate insurance carrier provided however, that insurance benefits are equal to or better than the State Health Benefits program.

The single exception to the insurance cap here established shall occur in the event that the rates of existing coverage increase effective May 1, 2008. In that event, the Board shall pay the full cost of such increased rates through June 30, 2010, provided however, that such premium payments by the Board shall be on a one-time only basis and shall expire effective June 30, 2010. And further provided, that any such payments over and above the above-described cap shall not constitute either a waiver of the cap limit or a past practice obligating the Board to continue payments at levels higher than the cap. Full family health insurance coverage shall include domestic partners as defined in the NJ State Domestic Partnership Act. Domestic Partnership shall be defined in Schedule D.

Expenses incurred during October, November and December that are applied to the annual major medical deductible cannot be applied to the deductible for the next year, thereby eliminating the fourth quarter carry-over. These expenses will be applied to the current year's deductible only.

a. Effective July 1, 2007, all current and new employees shall be covered under Direct Access only with the exception of employees currently enrolled in the Traditional Plan. They shall be grandfathered and may remain in the Traditional Plan. The Traditional Plan employees shall have the option to enroll in Direct Access during the open enrollment period.

2. The Board shall provide a Prescription Drug Card insurance program for each employee and dependents, with a \$10.00 per prescription co-pay for generic requirement, and a \$15.00 per prescription co-pay for name-brand prescriptions filled at a pharmacy, the cost of such program to be assumed by the Board. The Prescription Drug Card co-pay is not eligible for consideration under major medical, thereby eliminating the major medical submissions for payment of Drug Card co-pay at the end of the year.

Mail order co-pay shall be \$5 for brand-name and \$1 for generic. These amounts will change if the State Health Benefits Plan increases their co-pays

during the term of this Agreement. Mail order co-pay amounts will then increase to the State Health Benefits levels.

If the Long Branch Board of Education negotiates the State Health Benefits Plan with its other employees outside of the Long Branch School Employees Association, the Association shall enter the State Health Benefits Plan Prescription program, and the prescription plan negotiated above shall be null and void. Specifically mail order will be \$1/\$5 provided the State Health Benefits Plan will stay at these levels.

3. The Board shall continue to provide a Dental Insurance Plan providing family coverage on the same terms as were available under the predecessor agreement; provided, however, and subject to the exceptions set forth below, the cost to the Board of Education for the above-described dental insurance coverage shall not exceed the premium rates in effect prior to May 1, 2007, and insurance premium costs shall be capped at the rate levels in effect prior to that date.

The single exception to the insurance caps here established shall occur in the event that the rates for existing coverage increase effective May 1, 2008. In that event, the Board shall pay the full cost of such increased rates through July 30, 2010; provided, however, that such additional premium payments by the Board shall be on a one-time basis and shall expire effective June 30, 2010. And further provided, that any such payments over and above the above-described cap shall not constitute either a waiver of the cap limit or a past practice obligating the Board to continue payment at levels higher than the cap.

4. Any bargaining unit member who chooses to waive all health, dental, and prescription coverage for the full contract year, shall be paid an amount of 25% of all health coverage costs or individual coverage costs, i. e. dental, drugs, etc.

#### E. Tuition Reimbursement

1. All members of the bargaining unit shall receive reimbursement by the Board of Education for the cost of tuition up to a maximum of nine (9) college/graduate credits successfully completed between July 1 and June 30 of a given school year. Reimbursement of tuition costs will not exceed 85% of the average State college tuition.

a. All members of the bargaining unit are eligible to take any college/graduate credits that will enhance their job performance with prior approval by the Superintendent. In addition, at no time will the reimbursement exceed the payment or cost of the class.

b. In order for reimbursement to be effective, courses applied for must be successfully completed. ("C" or higher if letter grade is issued.)

c. Failure to obtain advance approval will result in rejection of reimbursement claims.

d. The particular course requested is to be submitted with the request for college/graduate approval form.

##### e. Mileage Reimbursement

Reimbursement for out of district mileage shall be only at the rate of the New Jersey State level of reimbursement.