

AGREEMENT BETWEEN
LAVALLETTE EDUCATION ASSOCIATION

and

LAVALLETTE BOARD OF EDUCATION

(Employer)

1988 - 1990

July 1, 1988 - June 30, 1990

I N D E X

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ARTICLE 1.

RECOGNITION

Pursuant to Chapter 123, Public Laws of New Jersey, the Board hereby recognizes the Lavallette Education Association as the majority representative for collective negotiations concerning terms and conditions of employment for all full and part-time certified teachers under contract or on leave, excluding Superintendent.

ARTICLE 2

GRIEVANCE PROCEDURES

Grievance Procedures:

The Board of Education believes that all teachers are entitled to have their complaints and grievances examined and settled in ways that are beneficial to both the teachers and the school system. The satisfactory settlement of complaints and grievances not only promotes wholesome attitudes and feelings about the performance of professional services but also increases the efficiency and effectiveness of the teacher in his relationship to the pupil and the community. The satisfactory solution of complaints and grievances may forestall the development of more serious problems and the loss of the worker efficiency. In order to find satisfactory solutions, definite procedures must be followed in the school system. The Superintendent shall develop the channels and procedures for the presentation and solution of complaints and grievances:

By providing the opportunity for the teacher to have direct communication with the person who is responsible for the alleged grievance.

By providing assurances that the channels for redressing grievances are open without fear of reprisal.

By providing the Lavallette Education Association the opportunity to participate in such considerations through official representation.

Definitions:

A complaint is regarded as any dissatisfaction that is expressed either orally or in writing by the teacher about school policies or conditions of employment. A grievance is regarded as a more deep-seated dissatisfaction

or disagreement that is expressed either orally or in writing by the teacher because of the behaviour of colleagues or interpretation, application or alleged violation of policies, agreements, and administrative decisions affecting terms and conditions of employment.

1. Any teacher who has a grievance should discuss it first with his Superintendent in an attempt to resolve the matter informally at that level. The grievance procedure must be initiated by the teacher involved or his/her authorized representative within thirty (30) working days of the time the teacher knew or should know of its occurrence.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within seven (7) calendar days, he shall set forth his complaint in writing to the principal. He shall be obliged to state that he is invoking the Grievance Procedure. At this time, or at any later step, the teacher may be represented by himself or a representative of the Lavallette Education Association if he so desires. The Association shall also have the opportunity to have a representative present whether or not the teacher requests representation, if it so desires.

The Superintendent shall communicate his decision to the teacher in writing within five (5) school days of receipt of the written complaints.

3. If the grievance is not resolved to the teacher's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the principal who shall attach all papers related thereto and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance, hold a hearing with the teacher if requested, and render a decision in writing within fourteen (14) calendar days. In the event the decision of the Board of Education is unacceptable to the teacher, the teacher shall have a right to pursue all remedies provided by law.

ARTICLE 3

TEACHER RIGHTS

1. No tenured teacher shall be discharged, disciplined, reprimanded, or reduced in rank or compensation without just cause.
2. Any action taken by the Board or any agent or representative thereof which is subject to the grievance procedure as set forth in Article II may be grieved.
3. Unless otherwise provided, the benefits granted by this agreement shall remain in effect for the duration of the agreement.
4. Non-tenure teachers will receive a notification of non-employment on or before April 30th of each year or as prescribed by law.

MANAGEMENT RIGHTS

1. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations
 - (a) to direct employees of the school district;
 - (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause according to Title 18:
 - (c) to relieve employees from duty because of lack of work or for other legitimate reasons;
 - (d) to maintain efficiency of the school district operations entrusted to them;

Management Rights (cont.)

- (e) to determine the methods, means, and personnel by which such operations are to be conducted;
- (f) to establish reasonable work rules;
- (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 4

WORK YEAR

The in-school work year for teachers shall be as adopted by the Lavallette Board of Education. The Association shall have the right to make recommendations to the Superintendent concerning the length of the school year prior to its submission to the Board for adoption.

ARTICLE 5

WORK DAY

The normal work day shall be six and a quarter (6¼) hours.
Arrival and departure time will be established by the Superintendent within a seven hour (7) day.

ARTICLE 6

TEACHER EVALUATIONS

All teachers shall be evaluated by the Superintendent in conformance with the statutes governing evaluations, Title 18A and the New Jersey Administrative Code. Each teacher shall be furnished a copy of his/her evaluation report five (5) days before the post-evaluative conference with the Superintendent. This time limit may be waived by the mutual consent of both parties.

ARTICLE 7.

TEACHER FACILITIES

The Board agrees to provide an appropriately furnished and ventilated room to be reserved as a staff lounge. Appropriate furnishings will include, but not be limited to, a private lavatory and a telephone for staff professional and personal use. Personal phone calls shall be the responsibility of the Lavallette Education Association.

The Association shall have the right to install, where practical, appropriate vending machines for their personal use. Operation of said machines shall be the responsibility of the Association.

Staff shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge. Regular cleaning and maintenance shall be the responsibility of the school's custodial staff.

ARTICLE 8

SABBATICAL LEAVE

A sabbatical leave may be granted to a teacher by the Board of Education for study, including study in another area of specialization, or for other reasons of value to the school system, subject to the following conditions:

1. Only one teacher shall be granted a sabbatical leave in any year.

2. Any teacher granted a sabbatical leave must have at least seven (7) years in service to the school district.

3. The teacher receiving a sabbatical leave shall receive compensation equivalent to 50% of the salary rate which he would have received if he had remained on active duty. There are no provisions made for sabbatical leave of less than one full year.

4. The granting of sabbatical leave shall be contingent upon a commitment by the person to whom such leave is granted to return to the District to serve for a minimum of two years. Regular deductions for the State retirement fund and other normal deductions shall be made from the salary of any person on leave. The Board will match retirement funds as required by law.

5. A teacher on sabbatical leave shall be advanced to the next step on the salary guide upon returning to employment for the ensuing academic year.

6. The teacher, during sabbatical leave, must engage in study which will result in the attainment of sixteen (16) academic credits beyond a level of academic attainment at the time of the sabbatical.

7. In the event that more than one teacher applies for a sabbatical leave, the Board's decision not to grant more than one sabbatical leave shall not be subject to grievance procedures herein set forth in Article III.

Sabbatical Leave (cont.)

8. Request for sabbatical leave must be filed prior to November 1 and action must be taken by the Board on such request no later than April 30th of the school year preceding the school year for which the sabbatical leave is requested.

(Note: See Article XV for tuition exemption)

ARTICLE 9

SICK LEAVE

1. Sick leave is herein defined to mean the absence of a teacher from duty in accordance with the provisions of N.J.S.A. 18A:30-1 et seq.

2. All regularly employed teachers shall be entitled to ten (10) days each school year.

3. Teachers shall be given a written accounting of accumulated sick days no later than September 15th of each year.

4. Teachers who are absent because of illness more than the total number of cumulative days shall be paid the difference between their salary and the amount paid to the substitute for a maximum of thirty (30) school days in any one year.

5. When a teacher's absence on sick leave exceeds three consecutive school days, a physician's certificate covering the period of absence may be required by the school administrator.

6. Teachers normally employed less than five days per week shall be entitled to a pro-rated sick leave based on the percentage of their employment as compared to full time teachers. For example, a teacher who works two days per week would receive 40% of the contractual sick leave entitlement days.

7. Any teacher with five (5) years or more of service in the Lavallette Elementary School District shall be reimbursed for 75% of the unused accumulated sick days, but such reimbursement shall not exceed the maximum number of payment days according to the following schedule:

| | | |
|--------------------------------|---|-----------------|
| 5 years service to Lavallette | - | 10 days maximum |
| 10 years service to Lavallette | - | 20 days maximum |
| 15 years service to Lavallette | - | 45 days maximum |
| 20 years service to Lavallette | - | 60 days maximum |

Sick leave (cont)

A letter of intent for retirement must be received by November 1. A formula using 200 days as a basis will be used to calculate the amount payed.

Days will be posted at the end of each school year and may be withdrawn at any time if needed to cover an extended illness. The bank is not "portable" and payment is to be made only upon retirement from the District. Payment will be made on the basis of contract salary at time of retirement.

8. Full time members employed after the beginning of any school year shall be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in that school year. Any portion of a month shall be considered a full month. Part time members shall be covered by Paragraph 6 of this article.

9. Request for unused sick day's reimbursement upon retirement must be filed prior to November 1 of the school year preceding the school year for which the payment for days are requested.

ARTICLE 10

PERSONAL LEAVE OF ABSENCE

Teachers shall be entitled to the following personal leaves of absence with full pay each school year:

Three (3) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Request for leave under this Article shall be submitted in writing to the Administrator who is empowered to grant it with due regard to the requirements of his school. Application shall be made as far in advance as possible and prior approval is required. Except for emergencies and extenuating circumstances, no leave days shall be granted consecutively or permitted the day prior to or the day following a school holiday or holiday weekend. Requests for exception shall be accompanied by a written explanation of the extenuating circumstances or emergency when possible. Except as provided above, the applicant shall not be required to state the reason for taking leave under this section.

It is further agreed that one (1) unused personal day may be accumulated each year up to a maximum of two (2) and when added to the three days allotted for the current year yields a maximum of five (5) such days for any school year.

Members newly employed between September 1st and December 31st shall be entitled to three (3) personal days as outlined above.

Members newly employed between January 1st and March 31st shall be entitled to two (2) personal days.

Members newly employed between April 1st and June 30th shall be entitled to one (1) personal day.

ARTICLE 11

EMERGENCY LEAVE

1. A teacher may be allowed a maximum of three (3) working days absence with full pay because of death within the immediate family. These days shall not be deducted from any accumulated sick leave or personal days. An additional two (2) days absence may be taken and charged against available sick leave. In the event all sick leave has been taken or utilized, the additional two days may be taken without pay.

2. Immediate family shall be understood to mean husband, wife, father, mother, child, brother, sister, grandparents, grandchildren, and all corresponding in-laws of the aforementioned relationships.

3. In the case of a death of a relative of the second degree, absence of one (1) full day may be allowed without deduction of pay. This absence shall not be charged against accumulated sick leave or personal days.

4. A relative of the second degree shall be defined as aunt, uncle, nephew, niece, or cousin.

5. In the case of serious illness or injury to a member of the teacher's immediate family (as defined above) the school administrator may, in his discretion, grant additional emergency leave, provided that all personal day entitlement has been utilized. The decision of the administrator shall not be grievable.

ARTICLE 12

MATERNITY LEAVE

The Board of Education shall grant leaves of absence without pay for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq. and this agreement. It is recognized that a teacher's maternity leave application involves both a disability and a child-care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child-care phase is that period of time selected by the teacher which follows the disability phase during which time the teacher voluntarily suspends her teaching career to care for the new born child.

1. Disability Phase: Any tenured or non-tenured teacher seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of the application, which shall be made upon sixty (60) days notice to the Board, the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any teacher to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period as certified jointly by the teacher's and Board's physician may be applied against accumulated leave time at the option of the teacher.

2. Child-Care Phase: Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child-care purposes as defined above, the tenured teacher shall be granted, at her discretion, a leave for (a) the balance of the school year in which

Maternity Leave (cont.)

the birth occurred, or (b) the balance of the school year in which the birth occurred and the entire following school year. Teachers on maternity leave desiring to switch from option 2(a) to option 2(b) shall notify the Superintendent by March 15 of the year in which the maternity leave was taken. Any further extensions of child-care leave shall be discretionary with the Board of Education. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which leave is obtained.

3. No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided herein. Nothing in this article shall be construed to preclude the Board from requiring any teacher after birth of her child to produce a certificate from her physician showing that she is physically able to resume her duties.

4. A teacher returning from pregnancy leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled. Nothing contained herein shall be construed to require the Board to grant tenure or to offer a new contract for a new school year to any non-tenured employee who would not have been otherwise offered such a contract.

ARTICLE 13

INSURANCE PROTECTION

1. The Board agrees to provide insurance coverage, including family coverage, for each teacher under contract who is employed on a full time basis of not less than thirty (30) hours per week, for hospital and surgical coverage, including major medical, in accordance with the minimum provisions of that provided by the New Jersey Division of Pensions in its insurance program. The obligation of the Board to provide this coverage shall continue during the term of this contract so long as the State insurance plan remains guaranteed.

2. The policy selected by the Board shall be that provided through the State of New Jersey or a policy which will provide at least equal to the coverage provided by the State plan.

3. The Board shall select the appropriate carrier and pay the full premium.

4. The Board shall provide each teacher with any information relative to the policy which is provided by the carrier.

ARTICLE 14

INSERVICE CLAUSE

Inservice workshops will be established according to the needs of the district as reviewed and recommended by the Superintendent with input from the Instructional Improvement Committee (I.I.C.) and teaching staff.

Attendance at such workshops, whether during school time or after school hours, shall be mandatory unless excused by the Superintendent.

ARTICLE 15

TUITION REIMBURSEMENT

1. The Board of Education will refund to full time employees the cost of graduate course tuition taken in an accredited college or university, textbooks, and fees up to the limits set forth in Paragraph 2 below and subject to the following conditions:

A. The course(s) must be approved by the Superintendent and request for tuition reimbursement must be filed by November 1 of the school year preceding the school year for payment for which the payment is requested.

B. Reimbursement will not cover courses required for certification purposes unless a change in the field of certification is approved by the Superintendent.

C. In order to be eligible for reimbursement, an employee must achieve a grade "B" or better in a course. A "pass" grade will be accepted for reimbursement only if the employee has not been offered the choice of a letter grade rather than a "Pass - Fail".

D. Tuition reimbursement does not apply to those teachers on leave of absence or sabbatical leave.

E. Tuition reimbursement for courses taken during any school year, from July 1st to June 30th, will be made by the Board of Education on or before September 30th of the following school year.

F. Teachers working less than 5 days per week will receive a prorated reimbursement based on the percentage of their employment as compared to a full time teacher. (i.e., a teacher who works two days a week shall receive 40% of the contractual reimbursement.)

2. Under the terms of Paragraph 1 above, teachers shall be reimbursed up to a maximum of \$400.00 per school year or up to six (6) credits plus fees, whichever cost is lower.

3. In order to receive such payment, teachers shall be required to present tuition, book and fee receipts and provide an official transcript showing successful completion of said courses.

ARTICLE 16

SALARY

All teachers covered by this contract shall receive the salary and, where applicable, the longevity payments set forth on the schedule attached hereto.

1988/89 Salary Guide

| Experience Level | Step | BA Base | BA +15 Base | BA +30 Base | MA Base | M +30 Base |
|------------------|------|---------|-------------|-------------|---------|------------|
| 0 - 3 | 1 | 21,320 | 21,720 | 22,120 | 23,120 | 23,670 |
| 4 - 8 | 2 | 22,390 | 22,790 | 23,190 | 24,190 | 24,740 |
| 9 - 14 | 3 | 24,300 | 24,700 | 25,100 | 26,100 | 26,650 |
| 15 - 17 | 4 | 29,320 | 29,720 | 30,120 | 31,120 | 31,670 |
| 18+ | 5 | 33,580 | 33,980 | 34,380 | 35,380 | 35,930 |

1989/90 Salary Guide

| Experience Level | Step | BA Base | BA +15 Base | BA +30 Base | MA Base | M +30 Base |
|------------------|------|---------|-------------|-------------|---------|------------|
| 0 - 3 | 1 | 22,370 | 22,770 | 23,170 | 24,510 | 25,160 |
| 4 - 8 | 2 | 23,490 | 23,890 | 24,290 | 25,630 | 26,280 |
| 9 - 14 | 3 | 25,490 | 25,890 | 26,290 | 27,630 | 28,280 |
| 15 - 17 | 4 | 30,760 | 31,160 | 31,560 | 32,900 | 33,550 |
| 18+ | 5 | 35,230 | 35,630 | 36,030 | 37,370 | 38,020 |

1. \$300.00 at the beginning of the 17th year of experience inclusive to the 20th year. At the beginning of the 21st year, an additional \$300.00 will be added. In each case, the \$300.00 increment is to be in addition to any negotiated increase in the guide.
2. Teachers will advance to the next step on the guide upon receiving a satisfactory yearly evaluation.
3. Part time teachers are to be placed on the salary guide with salary pro-rated on the number of days worked. (e.g. a teacher who works two days per week will receive .4 of the proper step on the guide.)
4. A teacher volunteering for and appointed to the position of Unit Leader will be paid an additional \$450.00 per contract year.
5. Teachers required to stay overnight with students as part of their assigned duties shall be paid \$30.00 per night in 1988-89 and \$35.00 per night in 1989-90.
6. In the event that a substitute teacher is not available, the Superintendent may direct a teacher to instruct said class during his/her preparation period with payment to be \$10.00 per period.

EXTRA-CURRICULAR AFTER SCHOOL ACTIVITIES GUIDE

*Boy's Basketball Coaching

| | <u>1988/89</u> | <u>1989/90</u> |
|--------|----------------|----------------|
| Step 1 | 350.00 | 350.00 |
| Step 2 | 400.00 | 400.00 |
| Step 3 | 450.00 | 450.00 |
| Step 4 | 500.00 | 550.00 |
| Step 5 | 575.00 | 600.00 |

Girl's Cheerleading Coaching

| | <u>1988/89</u> | <u>1989/90</u> |
|--------|----------------|----------------|
| Step 1 | 350.00 | 350.00 |
| Step 2 | 400.00 | 400.00 |
| Step 3 | 450.00 | 450.00 |
| Step 4 | 500.00 | 550.00 |
| Step 5 | 575.00 | 600.00 |

* A minimum of eight games will be scheduled by the coach.

A stipend will be given to the advisor of the following after school activities.

| | <u>1988/89</u> | <u>1989/90</u> |
|--|----------------|----------------|
| Recreation Gym Activities (\$10.00 per hour) 40 hours | 400.00 | 440.00 |
| Yearbook | 75.00 | 100.00 |
| Safety Patrol | 75.00 | 100.00 |
| Student Council | 75.00 | 100.00 |
| Overnight Trips (Per Night) | 30.00 | 35.00 |

ARTICLE 17

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1990.

IN WITNESS WHEREOF, the Association has caused this agreement to be signed by its President and Secretary, and the Board of Education has caused this agreement to be signed by its President, attested by its Secretary and its corporate seal be placed hereon, on this 13th day of April, 1988.

LAVALLETTIE EDUCATION
ASSOCIATION

By *Emilio Batiato*
President

Carol Kubicka
Secretary

BOARD OF EDUCATION OF THE
BOROUGH OF LAVALLETTIE

By *Anta F. Zalom*
President

Attest:

Arlene Bessada
Secretary