

AGREEMENT BETWEEN

THE LAVALLETTE EDUCATION
ASSOCIATION

AND

THE LAVALLETTE BOARD OF
EDUCATION

July 1, 2005
through June 30, 2008

ARTICLE 1

RECOGNITION

Pursuant to Chapter 123, Public Laws of New Jersey, 1974, 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 the Superintendent.

ARTICLE 2

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 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 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 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 twenty (20) working days, of the time the teacher knew or should have known 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 Superintendent. 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 teachers satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent 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 the right to pursue all remedies provided by law.

Parental Grievance Procedure

Procedures for presenting grievances by parents or interested members of the community regarding curriculum, school procedures and/or instructional staff:

Grievances regarding Curriculum or School Procedures Process: (Grievances, involving health and/or safety of the students and/or staff will be addressed immediately.)

The Lavallette Board of Education recognizes that parents and interested members of the community must have the opportunity for making their concerns known, considered and disposed of fairly. This policy may be changed, amended, or revised when, in the judgment of the Board of Education, the best interest of the school is served. The Superintendent shall explain to the individual airing the grievance that there is a line and staff relationship which must be followed in attempting to solve the grievance. This line and staff relationship starts with the teacher, then follows to the Superintendent and the Board of Education. If no satisfactory solution is reached by the Superintendent, then the individual may appeal in writing to the Board of Education. The Board of Education may render a decision at the next public meeting if the appeal is carried to this level. The Board's decision shall be final except in those matters where state law permits appeal to a higher authority.

If a parent has a complaint or a grievance against a teacher, then the designated procedural steps must be followed:

Step One: A parent shall notify the teacher that there is a grievance or complaint, parent(s) and the teacher shall schedule a meeting. At that meeting the teacher, parent(s) and the pupil will attempt to resolve any and all complaints. The participation of a pupil in such a grievance discussion shall occur only if the teacher and the parent agree that the pupil should be involved in such a discussion at any step of this grievance procedure.

Step Two: If the matter is not resolved at Step One, it shall be the responsibility of the parent to notify the Superintendent and to request a Step Two meeting. The Superintendent shall schedule the meeting and consultation with the parent and the teacher and the pupil if the participation of the pupil has been agreed upon by the teachers and the parent. The Superintendent shall meet with the parties in an effort to resolve the matter to the satisfaction of all concerned. The Superintendent may take any action or make any recommendation he deems appropriate to resolve the matter.

Step Three: The parent may appeal to the Board of Education. A request for Board review must be submitted in writing by the parent to the Superintendent within ten (10) school days of the Step Two meeting. Upon receipt of the request for Board review, the Superintendent shall forward a copy of the request to the teacher or teachers involved and to all members of the Board. The Superintendent shall also submit to the Board his written report on the dispute. The Superintendent's report shall set forth his findings of fact in the matter and any recommendations made or actions taken. The Board shall review the papers submitted and may, in its discretion, either meet with the

parties or make a decision on the basis of the written submissions. The parent shall be required to show cause why the Superintendent's recommendation or action should not be followed. All parties shall have the right to representation by any representative of their own choosing before the Board. After considering the matter, the Board shall render its decision in writing with copies to be forwarded to all parties.

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 of 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 May 15th 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, denote, discharge, or take other disciplinary action against employees for just cause according to Title 18A:II—1.
 - 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;
 - e) to determine the method, 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 one hundred eighty-five (185) days, including one workshop day at the beginning of the school year and one workshop day at the end of the school year. In the event that emergency school closing for reasons such of inclement weather are needed, the first three (3) such days shall be charged against instruction days in the school calendar; provided, however, that the number of instructional days for students shall not be reduced bellow one hundred eighty (180). The Association shall have the right to make recommendations to the Superintendent on the school calendar prior to its submission to the Board for adoption.

ARTICLE 5

WORK DAY

The normal work day shall be seven (7) hours, including a duty free lunch. Each teacher shall report for duty 10 minutes before the teacher's assigned schedule and shall remain 10 minutes at the end of his/her assigned schedule. In addition, administration may assign teachers on a rotating basis for an additional fifteen (15) minutes of duty prior to the start of the workday set forth above. The time required to remain after the assigned schedule shall be extended for meetings with parents, conferences with other professionals, and for assistance to students as required. On the day before a holiday, a teacher's workday shall end with the completion of his/her assigned responsibilities.

The following provisions shall apply to all teaching staff members:

1. A duty-free lunch period.
2. Each teaching staff member shall be given at least one (1) forty-minute preparation period in each full school day.
3. Teachers shall not be required to be present when students are being instructed in art, music, physical education, world languages and media. This time is to be considered preparation time and/or conference time by the teacher so relieved.

4. In the event that a teacher is absent, and a substitute is not available, the Superintendent may direct a teacher to instruct a class during his/her preparation period with payment to be \$27.50 per period, if that teacher has only one scheduled preparation period for that day.
5. Some school functions apart from the normal school day require the presence and help of the teaching staff. No teacher shall be required to attend more than three (3) non-compensated evening functions in a given year. In the event a teacher is required to attend evening functions beyond the three (3) stipulated above, he/she shall be compensated at the negotiated hourly rate.

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 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 schools custodial staff.

ARTICLE 8

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—l et seq. Sick leave may also be used in the case of serious illness or injury to a member of the teacher's immediate family as defined in Article 10.
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, at the discretion of the Board, the difference between their salary and the amount paid to the substitute.
5. When a teachers absence on sick leave exceeds three (3) 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 worked two days per week would receive

40% of the contractual sick leave entitlement days.

7. Any teacher who has achieved tenure as of June 30, 1996, who chooses to retire pursuant to the provisions of the Teacher Pension and Annuity Fund (TPAF) after fifteen (15) years or more of service in the Lavallette Elementary School District shall be reimbursed for seventy-five percent (75%) of the unused accumulated sick days, but such reimbursement shall not exceed the maximum payments:

Fifteen (15) years of service \$12,000
Twenty (20) years of service \$16,000

In order to qualify for reimbursement under this provision, the teacher must give notice by February 1 of his or her intention to retire after the conclusion of the school year. If notice is given after February 1, payments pursuant to this Section shall be deferred until the beginning of the school year following the year in which notice was given. Reimbursement payments shall be calculated on the basis of the two hundred (200) day work year.

For teachers achieving tenure after June 30, 1996 and non—tenured teachers:

- a. The employee must apply and qualify for a TPAF pension.
- b. Only days earned in Lavallette shall be paid for at the time of retirement.

- c. Reimbursement rate:
For accumulated days 1 through 100 —\$45 per day;
For accumulated days 101 through 200-\$55 per day.
- d. Two hundred (200) days maximum limit (\$8,000 limit, effective 7/1/96).

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.

- 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. If a request for sick day reimbursement is made after February 1, the reimbursement payment shall be deferred until the school year after the school year in which the retirement takes effect.

ARTICLE 9

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, for 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 exceptions 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. Approvals for request for exceptions shall be at the discretion of the Superintendent and shall be based on the specific facts of each individual case. Such approvals shall not constitute a precedent binding on the Board.

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.

Teachers employed on a less than full-time basis shall receive personal leave benefits pursuant to this Article on a prorated basis on a ration of the individual's work schedule to full-time work schedule. For example, a part-time teacher who works two (2) days per week will receive 40% of the contractual personal day allotment.

ARTICLE 10 EMERGENCY LEAVE

1. A teacher may be allowed a maximum of five (5) consecutive working days of absence without loss of pay because of death within the immediate family or someone who lives in the teacher's home. 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. Extenuating circumstances regarding bereavement leave may be considered by the Superintendent on a case-by-case basis. The Superintendent's decision in each individual case shall be final and not subject to the grievance procedure contained herein. The Superintendent's decision in any individual case shall not constitute a precedent for future cases.

ARTICLE 11

MATERNITY LEAVE

The Board of Education shall grant leaves of absence without pay for medical reasons associated with pregnancy and birth to pregnant employees **or adoption** on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. IOA:30—l et seq. and this agreement. It is recognized that an employee's maternity leave application involves both a disability and child—care phase. The disability phase is that period of time, **four (4) weeks before and four (4) weeks after the birth**, during which a physician certifies inability to work. The child care phase during which time the employee voluntarily suspends **his/her** career to care for the new born child.

1. Disability Phase: Any employee 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 employee 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 (**four (4) weeks before and four (4) weeks after the expected date of the birth**). The Board shall require any employee to provide 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 employees and Boards physician may

be applied against accumulated leave time at the option of the employee.

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 employee shall be granted a leave for the balance of the school year in which the birth occurred. The Board need not grant or extend the leave of absence of any employee beyond the end of the contract school year in which the leave is obtained.
3. No employee 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 the 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 employee 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 offer a new contract for a new school year to any teacher who would not have been otherwise offered such a contract.

ARTICLE 12

INSURANCE PROTECTION

1. The Board agrees to provide insurance coverage, including family coverage at the Preferred Provider Option ("PPO") level, 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, optical and dental. 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 board shall select the appropriate carrier and pay the full premium.
3. The Board shall provide each teacher with any information relative to the policy that is provided by the carrier.
4. If an employee wishes to obtain traditional insurance coverage, they may purchase those benefits by agreeing to payroll deductions for the premium above the cost of PPO benefits.
5. An employee who has health insurance coverage available from another source may choose to waive coverage provided by the Board; employees who choose to waive coverage in accordance with this provision shall be compensated at the rate of 25% of the premium costs for the coverage for which they are eligible, with payments to be made in two (2) equal lump sum installments in January and June of each school year.

ARTICLE 13

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 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 February 1 of the school year preceding the school year 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 year.

- F. Teachers working less than five 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 per school year of the then current cost of up to six (6) credits GSE courses at Rutgers University for New Jersey Residents or actual costs, whichever is less.
- 3. In order to receive such payment, teachers shall be required to present tuition, books & fee receipts and provide an official transcript showing successful completion of said courses.

ARTICLE 14

SALARY

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

- 1. A three hundred dollar (\$300) longevity increment will be granted at the beginning of the sixth (6th) year of in-district service as per guide. An additional three hundred dollar (\$300) increment will be granted at the beginning of the tenth (10th) year of in-district service as per guide. An additional five hundred seventy five dollar (\$575) increment will be granted at the beginning of the fifteenth (15th) year of in-district service as per guide. In each case, the increments are in addition to any negotiated increase in the salary guide.
- 2. Teachers will advance to the next step on the guide upon receiving a satisfactory yearly evaluation and achieving the required experience level per salary guide.
- 3. A. Adjustment in teachers salaries to reflect the annual salary increment and changes from one salary level to the next higher salary level by reasons of additional training shall be made only at the beginning of the school year in September.

- B. It shall be the responsibility of the teacher to see that the Superintendent receives a certified transcript showing satisfactory completion of all courses of study prior to September 1st.
- 4. 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.)

**EXTRACURRICULAR & ACTIVITIES STIPEND
GUIDE**

	07/08	05/06	06/07
Basketball Coach — Boys	\$2,516	\$2,636	\$2,761
Basketball Coach — Girls	\$2,516	\$2,636	\$2,761
Baseball Coach — Boys	\$1,991	\$2,085	\$2,185
Baseball Coach — Girls	\$1,991	\$2,085	\$2,185
Soccer Coach — Boys	\$1,991	\$2,085	\$2,185
Soccer Coach — Girls	\$1,991	\$2,085	\$2,185
Assistant Coach	\$1,000	\$1,048	\$1,097
Sports Schedule Coordinator	\$ 734	\$ 769	\$ 805
Unit Leader	\$ 839	\$ 879	\$ 920
Head Teacher	\$ 524	\$ 549	\$ 575
Yearbook	\$ 944	\$ 988	\$1,035
Safety Patrol	\$ 944	\$ 988	\$1,035
Student Council	\$ 944	\$ 988	\$1,035
Grade 8 Advisor	\$ 786	\$ 824	\$ 863
Grade 7 Advisor	\$ 786	\$ 824	\$ 863
Right To Know Officer	\$ 105	\$ 110	\$ 115
Affirmative Action Officer	\$ 105	\$ 110	\$ 115
Tech Coordinator	\$2,500	\$2,619	\$2,743

Curriculum Writing - \$32.50 per hour, limited to hours approved in advance

Overnight chaperone assignments - \$125 per night

Teaching through prep period - \$27.50 per period (if there is only one prep period in that day)

Home instruction and After School Clubs/Activities - \$32.50 per hour

Talent show - \$1,000 annually to be shared between those teachers involved

Article 15

Duration of Agreement

This agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2008.

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 to by its Secretary, and its corporate seal to be placed hereon, on this 31st day of August, 2005.

LAVALLETTE EDUCATION ASSOCIATION

BY _____

Heather Hawthorne, Co-President

BOARD OF EDUCATION OF THE BOROUGH LAVALLETTE

BY _____

President, Lisa Taylor

ATTEST:

Patricia A. Christopher, Board Secretary

Salary Guide 2006-07

Years Completed

<u>Experience</u>	<u>Step</u>	<u>B</u>	<u>B + 15</u>	<u>B + 30</u>	<u>M</u>	<u>M + 30</u>
0	1	40851	41251	41651	43101	43751
1	2	41051	41451	41851	43301	43951
2	3	41251	41651	42051	43501	44151
3	4	41451	41851	42251	43701	44351
4-6	5	41551	41951	42351	43801	44451
7-8	6	41971	42371	42771	44221	44871
9-10	7	42531	42931	43331	44781	45431
11-12	8	44736	45136	45536	46986	47636
13	9	46736	47136	47536	48986	49636
14	10	48736	49136	49536	50986	51636
15	11	50736	51136	51536	52986	53636
16-17	12	52736	53136	53536	54986	55636

Teachers beyond step 12 (18 yrs+) will receive an increment of \$2,508 for 2006-07 over their 2005-2006 base salary.