

AGREEMENT

Between

LONG BEACH ISLAND BOARD OF EDUCATION

And

LONG BEACH ISLAND EDUCATION ASSOCIATION

2003-2006

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Teacher Guides:

Schedule A - 2003-2004
2004-2005
2005-2006

Custodian Guides:

Schedule B - 2003-2004
2004-2005
2005-2006

Bus Driver Guides:

Schedule C- 2003-2004
2004-2005
2005-2006

Attachment 1: Letter Dated 1/7/92 to William Walters BIEA
Re: Lunch Periods
Attachment 2: Side Bar Agreement – Separation of Service

ARTICLE 1 – RECOGNITION

1.1 Pursuant to Chapter 303 of the Laws of 1968, its amendments and supplements, the Board hereby recognizes the Association as the sole and exclusive bargaining agent for the following certificated and non-certificated personnel:

- (a) Classroom teacher
- (b) Teachers of Art, Music and Physical Education
- (c) School Nurse
- (d) Resource teacher
- (e) Speech teacher
- (f) Learning Disability Teacher-Consultant
- (g) Librarian
- (h) Supplemental teacher
- (i) School Psychologist
- (j) Bus Driver
- (k) Custodial and maintenance employee
- (l) Counselor
- (m) Nurse Assistant
- (n) Social Worker

Excluded from the foregoing described unit are the following:

- (a) Superintendent
- (b) School Business Administrator/Board Secretary
- (c) Principal
- (d) Part-time consultant
- (e) Secretarial staff
- (f) Supervisor of supportive staff employee
- (g) Assistant Board Secretary
- (h) Supervisor of Special Education
- (i) All other certificated personnel of the school district not specifically enumerated above.

1.2 Unless otherwise indicated, the term “employee,” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to employees shall be deemed to include both the male and the female, except when the context clearly limits the intent of one sex.

ARTICLE 2 - NEGOTIATION PROCEDURE

- 2.1 The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303 of the Laws of 1968, its amendments and supplements. The parties also agree to commence negotiations in accordance with the guidelines issued by the Public Employment Relations Commission pursuant to the above mentioned statute.
- 2.2 During negotiations, the Board and the Association shall exchange points of view and make proposals and counterproposals.
- 2.3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, subject to final ratification by the parties.
- 2.4 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 2.5 This Agreement shall not be modified in whole or in part by any parties, except by an instrument in writing duly executed by both parties.

ARTICLE 3 - GRIEVANCE PROCEDURE

- 3.1 The term “grievance” means a complaint by any employee that there has been an inequitable, improper or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee; or that said policy, agreement or administrative decision itself is inequitable, improper or unjust. The term “grievance” shall not apply to any matter for which a method of review is prescribed either by law or by any rules or regulations of the State Board of Education.
- 3.2 An aggrieved employee shall institute action under the provisions herein within thirty (30) calendar days of the occurrence complained of or within thirty (30) calendar days after the employee should reasonably be expected to know of its occurrence. Failure to act within said thirty (30) calendar day period shall be determined to constitute abandonment of the grievance, provided that where any occurrence is part of a recurring series of events, those events occurring more than thirty (30) calendar days prior to the institution of the procedures provided herewith may be considered for the purpose of determining the validity of the complaint.

- 3.3** An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
- 3.4** In the presentation of a grievance, the employee shall have the right to present the employee's appeal *pro se*, by attorney or to be represented by the Association, but may not be represented by any other organization. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views before the Superintendent and all levels above.
- 3.5** Employees are requested first to discuss their grievances orally with their immediate superiors, provided that if the grievance is occasioned by a direct order of the Superintendent to the individual, such oral discussion should be with the Superintendent of Schools. Such discussion should occur during the thirty (30) day period and shall not exceed it except by written consent of the Superintendent or School Principal.
- 3.6** If the grievance is not resolved to the employee's satisfaction, the employee shall submit the employee's grievance in writing to the Superintendent of Schools specifying:
- (a) Nature of grievance
 - (b) Results of previous discussions, if any
 - (c) The basis of the employee's dissatisfaction
 - (d) The relief being sought
- 3.7** A copy of the writing shall be furnished to the School Principal of the aggrieved employee.
- 3.8** Within five (5) school days from the receipt of the written grievance, the Superintendent shall set a day for a hearing which shall be within ten (10) school days from the receipt of the written grievance, unless a different period is mutually agreed upon.
- 3.9** Within ten (10) school days after said hearing, unless a different period is mutually agreed upon, the Superintendent shall, in writing, advise the employee and the employee's representative, if there be one, and shall forward a copy of the determination with the basis therefore to the School Principal and to any other person directly affected thereby.
- 3.10** In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraph 3.8 and 3.9, or in the event a determination by the Superintendent in accordance with the provisions thereof is deemed unsatisfactory by any party, the dissatisfied party, within ten (10) days of the fact or failure to act, may appeal to the Board.
- 3.11** Where an appeal is taken to the Board, there shall be submitted by the grievant, a statement of the dissatisfaction of the party appealing and the relief sought, to which shall be attached copies of all previous writings. A copy thereof (which may be without attachments) shall be

delivered to the Superintendent and all other parties. The grievant shall request a hearing, if desired.

- 3.12** The Board shall review the grievance and hold a hearing with the employee and, except for good cause shown, render a decision, in writing, within thirty (30) calendar days of receipt of the grievance by the Board.
- 3.13** If the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) calendar days following the determination of the Board. A request for a list of arbitrators shall be made to the Public Employment Relations Commission by either party. The parties shall be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- 3.14** In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.
- 3.15** If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at that level.
- 3.16** Once begun, the Association may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
- 3.17** All hearings under this procedure shall be conducted in private and shall include only persons directly concerned and their designated or selected representative.
- 3.18** A mutually acceptable form shall be utilized to facilitate the above grievance procedure after the procedures set forth in 3.5 through 3.10 have been exhausted.

ARTICLE 4 - EMPLOYEE RIGHTS

- 4.1** Pursuant to Chapter 303 of the Laws of 1968, its amendments and supplements, the Board shall not discriminate against any employee for participation in the Association or its affiliates.
- 4.2** No staff member shall be disciplined, reprimanded, or reduced in rank or compensation, without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract pursuant to law. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, and mid-contract discharges consistent with the law, but shall not include the non-renewal of a non tenured teaching staff member for performance related reasons. All

disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall take into account the nature of the offense, the length of service and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. All discipline shall be applied in a non-discriminatory fashion.

- 4.3** Whenever any employee is required to appear for a formal hearing before the Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in the employee's office, position or employment, or the salary or any increments pertaining thereto, the employee shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the employee's choosing present to advise the employee and represent the employee during such meeting or interview.
- 4.4** No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates, provided such pins or identification shall be in good taste.

ARTICLE 5 - ASSOCIATION RIGHTS AND PRIVILEGES

- 5.1** Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, the employee shall suffer no loss in pay.
- 5.2** The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance and approve of the time and place of all such meetings.
- 5.3** The Association shall be allowed to use school facilities and equipment, including typewriters, computers, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times in the school building, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use. Approval of the Building Principal shall be required.
- 5.4** All orientation programs for new employees are the responsibility of the Board, and the cooperation of the Association is desired.
- 5.5** The Association shall have, in each school building, the use of a bulletin board in each faculty lounge for the purpose of posting official organization materials by the official Association building representative. Said materials shall at all times be in good taste.

- 5.6** The present practice of use by the Association of interschool mail facilities and mail boxes shall be continued; however, the Association shall designate individuals responsible for the placement of organization materials in said mail boxes, and the Association shall clearly indicate the materials to be placed in said mail boxes by placing a courtesy copy with the Principal's secretary. Approval of the Building Principal shall not be required; therefore, the Association agrees to accept all responsibility for such materials and further agrees to hold the Board harmless in the event of claims arising as a result of distribution of said materials.
- 5.7** The Board agrees to make available to the Association, in response to reasonable requests from time to time, all available information concerning the educational program and the financial resources of the district, as well as any information needed in order to process any grievance or complaint, provided said material requested is a matter of public record.

ARTICLE 6 - SCHOOL YEAR AND SCHOOL CALENDAR

- 6.1** The work year for teachers shall not exceed 183 days. In the event of emergency school closings, which may necessitate changes in the initially adopted school calendar, the Association agrees that the work year will not be reduced below a minimum of 180 days.
- 6.2** The Association may communicate, in writing or in person, with the Board to present views on the school calendar prior to its adoption. Final approval shall rest in the hands of the Board.
- 6.3** All full-time custodial and maintenance employees shall work twelve (12) months a year. The bus drivers' school year shall commence one day prior to the first student day and conclude at the end of the last student day.
- 6.4** Daily Work Hours - All full-time custodial and maintenance employees shall work eight (8) hours a day, Monday through Friday. The day shift shall begin at 7:00 a.m. and end at 3:00 p.m. The evening shift hours shall be determined by the Superintendent of Schools.
- 6.5.1** Overtime - Any employee required to work Saturdays, Sundays or holidays shall be compensated at the rate of time and one-half. Additionally, employees who are required to work more than forty (40) hours per week, or more than eight (8) hours per day shall be compensated at the rate of time and one-half. Any custodian who is called out to work on Saturday or Sunday shall be guaranteed a three (3) hour payment minimum.
- 6.5.2** If a custodian is called in to work on one of the actual thirteen (13) holidays provided in Article 18.10, he/she shall be paid double time (2X) for the actual number of hours worked. There shall be no minimum call back on such days.

If a custodian is called in to work on one of the compensatory days for a weekend holiday, as provided in 18.10, he/she shall be paid time and one-half (1 1/2X) for the hours worked, subject to the minimum call back as outlined in 6.5.1.

- 6.6** Bus Drivers - Bus drivers shall work twenty (20) hours per week, scheduled four (4) hours per day, Monday through Friday. Daily work hours are to be established by the administration. Bus drivers are required to meet field trip requirements. Employees shall be remunerated at the rate of-\$17.50 per hour for work beyond four (4) hours per day.

The driver of any field trip that commences in the A.M. and returns to the school between 12:30 p.m. and 5:30 p.m. shall receive a meal allowance. If a field trip commences in the A.M. and the driver returns after 5:30 p.m., the employee shall receive a double meal allowance. A meal allowance is - \$8.00. Any other overtime provisions must be negotiated with the Association.

The Board shall continue the practice of physicals for the unit and shall reimburse the employee up to seventy- five (\$75.00) for fingerprinting and physicals.

ARTICLE 7 - TEACHING HOURS AND TEACHING LOAD

- 7.1** As a professional, a teacher is expected to devote to his/her work the time necessary to accomplish the task at hand. The Association agrees that a teacher's day is not necessarily coterminous with that of a pupil's. However, it shall be no less than that which is established for the pupils. In general, teachers will be free to act with professional discretion relative to their time of arrival at school in the morning or leaving of school in the afternoon. It is expected that teachers will arrive at school ten (10) minutes prior to the opening of school and will remain approximately ten (10) minutes after the closing of school. On Fridays or on days preceding holidays or vacation, the teachers' day shall end at the close of the pupil's day. The work day for teachers shall not exceed seven (7) hours and fifteen (15) minutes. Teachers on morning bus duty shall report five (5) minutes prior to the regular starting time, thereby making those days seven (7) hours and twenty (20) minutes in duration. Ten (10) additional minutes of instructional time with no change in the teachers' duty-free lunch period and no increase in the teachers' work day.
- 7.2** All teachers shall have a forty-five (45) minute duty-free period.
- 7.3** Teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings seventeen (17) times during the course of the school year. The administration shall be permitted to hold a maximum of three (3) such meetings monthly. Should any person on the faculty be required to attend more than three (3) meetings monthly or seventeen (17) meetings during

the course of any school year, he/she shall be compensated pursuant to the provisions of Article 7.5 of this Agreement. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time of the school that dismisses last, and shall run for no more than one (1) hour. Except in cases of emergencies involving the health and safety of students and teachers, if additional time is needed, students shall be dismissed early. Meetings shall not be called for Fridays or days preceding holidays.

- 7.4** Each teacher in the District shall be required to attend at the request of the Superintendent, school related activities, meetings or conferences, following the regular school day. Such activities or meetings shall not exceed two (2) in number during the school year; none shall be longer than two (2) hours in duration. In addition the teachers shall be present for two (2) afternoon and two (2) evening conferences in the fall and two (2) afternoon and two (2) evening conferences in the spring. These evening conferences shall not exceed two (2) hours in duration.
- 7.5** Any teacher who is required to work, at the discretion of the administration, beyond the regular teacher in-school work year, or beyond the employee's total in-school work day, shall be compensated at the rate of thirty-three dollars (\$33.00) per hour for 2003-2004, thirty-three dollars (\$33.00) per hour for 2004-2005, and thirty-five dollars (\$35.00) per hour in 2005-2006. Fractional parts of hours worked shall be pro-rated on the basis of the hourly rate.
- 7.6** All regular classroom teachers shall be provided a minimum of four (4) hours of preparation time each week. All special teachers shall be provided a minimum of three (3) hours preparation time each week. Any such teacher who works less than a full week, shall receive preparation time based on the three (3) hour minimum, but pro-rated according to the relationship that the part-time work load bears to full-time employment.
- 7.7** In the event a special area teacher is absent, and the administration has made a reasonable effort to obtain a substitute but is unsuccessful, a regular classroom teacher shall be assigned to cover the special area teacher's assignment. This coverage shall be without additional pay.

ARTICLE 8 - TEACHER EMPLOYMENT

- 8.1** Prior teaching experience or military service credit shall be negotiated individually with new employees. In addition to the foregoing experience, related educational experience shall be negotiated individually with new employees other than classroom teachers. Once established, the credit agreed upon shall serve as the base from which future progress on the salary schedule will occur.

- 8.2** Teachers with previous teaching experience in the Long Beach Island School District shall, upon returning, receive salary credit for said experience and shall be restored to their proper place on the salary schedule.
- 8.3** Unused sick leave days previously accumulated while in the service of the Long Beach Island Consolidated School District will be restored to all teachers returning from approved leaves of absence.

ARTICLE 9 – SALARIES

- 9.1** The salaries of all employees covered by this Agreement are set forth in Schedules A, B, and C, which are attached hereto and made a part hereof.
- 9.2** The Board of Education may withhold the salary raise and/or increment of any employee upon recommendation of the Superintendent in accordance with New Jersey law.
- 9.3** In the event of the failure of the Board to re-employ a non-tenure teacher, the said teacher may request (1) a meeting with the employee's Building Principal, (2) a meeting with the Superintendent of Schools, and (3) a meeting with the Board of Education during which the employee may stipulate the employee's position relative to the matter.
- 9.4** The Board agrees to make available and implement, upon written request by the Association, five (5) tax-sheltered annuity plans.
- 9.5** Any changes to be made in deductions to tax shelters, or any other deductions may be made by the individual employee within forty-five (45) days' written notice to the Board of Education. Summer savings plan shall be administered by MONOC and not the Board.
- 9.6** Thirty dollars (\$30.) shall be paid for each graduate credit in the field of education, directly related and beneficial to the teacher's classroom situation and approved in advance by the Superintendent of Schools, beyond highest degree level, up to a maximum of thirty-two (32) credits. For credits taken after July 1, 1995, \$40 per credit shall be paid with the same thirty-two (32) credit maximum. Standard certification must be received prior to any payments for graduate credits. Cut-off dates for calculation of graduate credits or advanced degrees under this guide shall be October 1.
- 9.7** All employees shall be paid on a ten month (10) or twelve month (12) basis. In the event of the former, it will be twenty (20) equal semi-monthly installments. In the event of the latter, it will be twenty-four (24) equal, semi-monthly installments.

- 9.8** When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
- 9.9** Teachers shall receive their final checks on the last working day in June, provided the Principal's checklist is complete and provided they have completed all professional responsibilities.
- 9.10** When the salary guide is completed, a two hundred fifty dollar (\$250.00) increment will be added every second year until retirement.
- 9.11.1** The payout for longevity shall be modified as follows:

At the end of one (1) year on the 17th Step and at the beginning of the 18th year, the eligible employee shall receive one hundred twenty-five dollars (\$125.00). Each year thereafter, they shall receive an additional one hundred twenty-five dollars (\$125.00). The formula for calculation and eligibility shall remain status quo and the longevity shall continue to be cumulative.

- 9.11.2.** For clarification purposes, those employees due two hundred fifty dollars (\$250.00) during 2003-2004 will receive two hundred fifty dollars (\$250.00) during 2003-2004, and will receive one hundred twenty-five dollars (\$125.00) during 2004-2005. Those employees due two hundred fifty dollars (\$250.00) during 2004-2005 will receive one hundred twenty-five dollars (\$125.00) during 2003-2004 and one hundred twenty-five dollars (\$125.00) each school year thereafter. In consideration of resolution on this issue, the Association agrees to withdraw the Unfair Labor Practice Charge filed with PERC.

ARTICLE 10 - TEACHER ASSIGNMENT

- 10.1** So far as possible, all teachers shall be given written notice of their salary schedules, tentative class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 15.
- 10.2** Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. Such teachers shall be notified of any changes in their schedules as soon as practicable.
- 10.3** Teachers, who are assigned more than one (1) school per day, shall be reimbursed for mileage at the current IRS rate. Teachers attending workshops, conferences, in-service training and/or such other sessions, which a teacher is required or requested to take by the administration, shall also be reimbursed for mileage at the current IRS rate. The Superintendent shall authorize all such travel expenses in advance.

- 10.4** Teachers shall not be required to use their own automobile to transport students in connection with school related activities. The school nurse, however, because of the nature of the job, may be required to transport students in the event of an emergency.
- 10.5** The Board agrees to pay up to the full cost of registration fees and other reasonable expenses incurred in connection with any workshops, conferences, in-service training or other such sessions, which a teacher is required and/or requested to take by the Administration, with Board approval. This policy shall also apply to those workshops and professional enrichment offerings selected by the staff and having prior approval of the Superintendent of Schools and the Board of Education.

ARTICLE 11
TEACHER VOLUNTARY TRANSFERS AND REASSIGNMENTS

- 11.1** Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than March 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference.

ARTICLE 12 - TEACHER PROMOTIONS

- 12.1** All positions, except that of classroom teacher, shall be posted on the bulletin board in the faculty room of each building at least four (4) weeks prior to the position being permanently filled. Said notice shall contain the job description and salary range for the position.
- 12.2** When posted promotional positions are filled, a notation to this effect shall be placed on the notice, which shall remain on the bulletin board for one (1) week thereafter.
- 12.3** Nothing in this Article shall be construed to prohibit the Superintendent from interviewing potential applicants from outside the district, provided said interviews do not occur until after the positions have been posted.

ARTICLE 13
HOMEBOUND INSTRUCTION/SUMMER SCHOOL
AND/OR SUMMER WORK

- 13.1** The Superintendent will maintain a file of members of the faculty interested in homebound instruction, summer school and/or summer work instructional positions. The hourly rate for these positions shall be thirty-five dollars (\$35.00).

ARTICLE 14 – EVALUATION

- 14.1** As in the past, all monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited.
- 14.2**
- a. All certificated staff shall be observed and evaluated according to law.
 - b. Within ten (10) work days of a classroom observation, the staff member shall meet with his/her evaluator to hold an observation conference. The purpose of this conference is for the evaluator and staff member to mutually discuss the lesson that was observed.
 - c. Within five (5) work days of the observation conference, the staff member shall receive a copy of the written evaluation for signature.
 - d. The staff member's signature will only indicate knowledge of the contents of the report, not agreement with the content. No certificated staff member shall be required to sign a blank evaluation form.
 - e. Should the certified staff member wish to have a rebuttal attached to an evaluation, he/she shall submit said document to the evaluator within ten (10) days of receipt of the written evaluation. Said rebuttal shall become part of the evaluation document.
- 14.3** An employee shall have the right, upon request, to review the contents of the employee's personnel file. An employee shall be entitled to have a representative of the Association accompany the employee during such review.
- 14.4** No material derogatory to an employee's conduct, service, character or personality shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that the employee had the opportunity to review such material by affixing the employee's signature on the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material

within ten (10) days, and the employee's answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. Nothing in this section shall prohibit the recording by members of the administration of the date and substance of observations of employee conduct, nor the filing of such material if the employee refused to sign the employee's evaluation report. In such event, the Association President shall be notified.

- 14.5** The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, as per law.
- 14.6** No complaint regarding an employee made to any member of the administration by any parent, student, or other persons may be used in any proceeding against an employee unless it shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.
- 14.7** The present practice of formal evaluation of tenure employees will be continued and will include review with the employees involved.

ARTICLE 15 - TEACHER FACILITIES

- 15.1** Each school shall have the following facilities, so far as possible.
 - 15.1.1** Space in each classroom in which teachers may store instructional materials and supplies.
 - 15.1.2** A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
 - 15.1.3** In addition to the aforementioned teacher work area, a furnished room shall be reserved for the use of teachers as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
 - 15.1.4** A serviceable desk, chair and filing cabinet for the exclusive use of each teacher.
 - 15.1.5** A communication system so that teachers can communicate with the building office from their classrooms.
 - 15.1.6** Well-lighted and clean teacher rest rooms, separate for each sex and separate from the students' rest rooms.

- 15.1.7** Suitable closet space for each teacher to store coats, overshoes and personal articles.
- 15.1.8** Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
- 15.1.9** Chalkboard space in every classroom.
- 15.1.10** A dictionary in each classroom.
- 15.1.11** Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibilities.
- 15.2** When possible and practicable, an appropriate room and other facilities for teachers who work in more than one school building shall be assigned to them in each school in which they work to permit the effective discharge of their responsibilities to their pupils. Such teachers shall also be assigned a single classroom or office for their use outside of regular teaching hours, with a desk or other equivalent facility and a place to store materials and supplies for their personal use.

ARTICLE 16 - ASSOCIATION-ADMINISTRATION LIAISON

- 16.1** The Association may select a Liaison Committee for each school building which may, on request, meet with the Principal at least once a month for the duration of the school year to review and discuss local school problems and practices.
- 16.2** The Association's representatives may meet with the Superintendent, by written request, during the school year to review and discuss current school problems and practices and the administration of this Agreement.
- 16.3** Meetings pursuant to this Article shall be held at a time which is mutually convenient to the parties.

ARTICLE 17 - SICK LEAVE

- 17.1** All teachers employed shall be entitled to twelve (12) sick leave days each school year, as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

- 17.2** Teachers shall be given a written accounting of accumulated sick leave days not later than September 20 of each school year.
- 17.3** Upon TPAF approved retirement by the teacher, the Board agrees to reimburse any teacher/retiree (fifty) percent (50%) of his/her accumulated unused sick leave at the then rate of daily pay to a maximum of fifteen thousand dollars (\$15,000.00). The retiree shall have the option to receive this payment in one installment or two installments, one in each of two successive calendar years. Employees who retire by December 31 of a school year shall be eligible for payment for unused sick leave on July 15 following retirement. Employees who retire by June 30 of a school year shall be eligible for payment for unused sick leave on January 15 following retirement.
- 17.4** All twelve (12) month support staff employees shall be entitled to fourteen (14) sick leave days each school year. Unused sick leave shall be accumulated from year to year with no maximum limit. All ten (10) month support staff employees shall be entitled to twelve (12) sick leave days each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- 17.5** Upon PERS approved retirement by a support staff employee, the Board agrees to reimburse any support staff employee/retiree, fifty percent (50%) of the employee's accumulated unused sick leave at the then rate of daily pay to a maximum of five thousand dollars (\$5,000.00). The retiree shall have the option to receive this payment in one installment or two installments, one in each of two successive calendar years. Employees who retire by December 31 of a school year shall be eligible for payment for unused sick leave on July 15 following retirement. Employees who retire by June 30 of a school year shall be eligible for payment for unused sick leave on January 15 following retirement.

ARTICLE 18 - TEMPORARY LEAVES OF ABSENCE

- 18.1** Teachers shall be entitled to the following temporary, non-cumulative leaves of absence, with full pay each school year.
- 18.1.1** Up to three (3) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with administrative approval.
- 18.1.2** Up to a total of two (2) days at the end of a school year and/or at the beginning of a school year may be granted at the discretion of the administration to attend summer school classes and/or travel to the place where such classes are to be held.
- 18.2** Teachers and support staff employees shall be entitled to the following temporary, non-cumulative leaves of absence, with full pay each school year.

18.2.1 Two (2) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the Principal or other immediate superior for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies), and the applicant for such leave shall not be required to state the reason for taking such leave other than that the employee is taking it under this section. Leaves of absence under this paragraph may be taken on a day before or after a holiday or vacation under the following conditions:

- (a) Only two (2) staff members may take such leave day on a day before or after a holiday;
- (b) Leaves of absence under this paragraph will be granted on a first come, first serve basis;
- (c) Employees will be entitled to take leave to extend a holiday or vacation only once per year;
- (d) Any such leave under this paragraph cannot be taken to extend both the beginning and end of a vacation or holiday.

Unused personal days shall accrue as sick leave at the end of the school year.

18.3 Employees required to be absent because of a death, may take up to five (5) days per occurrence, within two (2) weeks of the death of a member of the immediate family. Immediate family shall be defined as: spouse, child, parent, sibling, grandparent, mother/father/daughter/son/sister/brother-in-law and any other members of the immediate household. The Board of Education reserves the right to request verification of the date of death.

18.4 Employees may take up to five (5) days per occurrence, for serious illness of a spouse, child, parent, or other member of the family living in the immediate household.

18.5 Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid the employee's regular pay, in addition to any pay which the employee receives from the State or Federal government, up to ten (10) full school days during the regular school year.

18.6 Time necessary for appearance in any legal proceeding in connection with the employee's employment, or with the school system if the employee is required by law to attend, except where the appearance by the employee is in a proceeding where the Board is attempting to dismiss said employee or where the employee is proceeding against the Board.

Custodian/Maintenance Vacation

- 18.7** Full time custodial and maintenance employees on a twelve (12) month contract are entitled to two (2) weeks vacation after one (1) year; three (3) weeks vacation after nine (9) years; and four (4) weeks vacation after fourteen (14) years.

No more than fifty percent (50%) of earned vacation may be allowed to accrue from one year to the next. Any vacation time which exceeds fifty percent (50%) of that earned during the year, which has not been used during the year in which it is earned, shall be forfeited.

Bus drivers are not eligible for vacation.

Custodian/Maintenance Holidays

- 18.8** All full time custodial and maintenance employees shall be entitled to thirteen (13) paid holidays per year. These holidays which are granted during the regular school year shall coincide with the student holidays.

Should a holiday fall on a Saturday or Sunday, the administration shall grant a day off during the regular work week to compensate for the holiday in question.

Holidays scheduled for the ensuing school year shall be promulgated at the time the school calendar is promulgated.

Bus drivers shall have the same holidays which are incorporated in the students' calendar.

- 18.9** Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

ARTICLE 19 - TEACHER EXTENDED LEAVES OF ABSENCE

- 19.1** A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in any of such programs, or accepts a Fullbright Scholarship, or other comparable scholarship.

- 19.2** A teacher with tenure may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

19.3.1 A teacher who anticipates a disability shall notify the teacher's immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows of it.

- (a) The teacher shall supply such medical documentation as may be reasonably necessary to substantiate the need;
- (b) The teacher shall substantiate the capacity to perform fully all of the customary duties of a teacher upon return, and may be examined by appropriately qualified medical persons designated by the Board;
- (c) Notice of intention to return with the intended date shall be given as soon as practicable and not less than thirty (30) days prior thereto, if total absence exceeds three (3) months;
- (d) In case of pregnancy, the teacher shall inform the supervisor of the anticipated delivery date;
- (e) No later than 120 days prior to the anticipated delivery date, the teacher shall request a leave of absence while disabled, for which accumulated sick leave may be utilized. Absent a medical certificate to the contrary, a pregnancy disability shall be presumed to be thirty (30) days prior to the delivery date and thirty (30) days after the delivery date.

19.3.2 The Board reserved the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity. When this occurs, a teacher who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.

CHILD CARE LEAVES

19.3.3 Child care leave is available to eligible teachers whether through statutes (Family Leave Act or Federal Medical Leave Act (FLA/FMLA) through the provisions of this article.

19.3.4 Contractual child care leave shall terminate at the end of the school year in which the leave was granted. Extensions, or other adjustments to the duration of the leave, shall be at the full discretion of the Board.

- 19.3.5** A teacher desiring an unpaid leave shall apply no less than ninety (90) calendar days, except in the case of an emergency, before the anticipated delivery date of the infant. On the case of an adoption, notice shall be made for a specific leave period as soon as the teacher is informed of the custody date.
- 19.3.6** Contractual unpaid child care leave is available to teachers who fulfill the requirements set out above.
- 19.3.7** To be eligible for a salary increment and credit toward longevity payments and sabbaticals, a teacher must work (be in attendance, including up to six (6) sick days and one (1) personal day) at least ninety-one (91) days in the school year that the leave commences or terminates.
- 19.3.8** A teacher on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as required by statute (FLA/FMLA).
- 19.3.9** To be eligible for a new child care leave, excluding extensions of the current leave, a teacher must have been actively employed in the District for the full academic year prior to the requested leave.
- 19.4** A leave of absence without pay of up to one year may be granted at Board discretion, for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- 19.5** The Board may grant a leave of absence without pay to any teacher to campaign for or serve in a public office, or to campaign for a candidate for public office other than the teacher.
- 19.6** Upon return from leave granted pursuant to sections 19.1 and 19.2 of this Article, a teacher shall be considered as if the teacher were actively employed by the Board during the leave and shall be placed on the salary schedule at the level the teacher would have achieved if the employee had not been absent; however, that time spent on said leaves shall not count toward the fulfillment of the time requirement for sabbatical or acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to sections 19.3, 19.4 and 19.5 of this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to the teacher upon the teacher's return, and the teacher shall be assigned to the same position which the teacher held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

- 19.7** All extensions or renewals of leaves shall be applied for in writing and if granted, be in writing.

ARTICLE 20 - TEACHER SABBATICAL LEAVE

- 20.1** A sabbatical leave shall be granted to a teacher by the Board for an approved course of study in a full-time academic program as defined by the educational institution, including study in another area of educational specialization, in which the teacher is enrolled on a full-time student basis, subject to the following conditions:
- 20.1.1** If there are qualified applicants, sabbatical leaves shall be granted to a maximum of one (1) member of the teaching staff at any one time, based on length of service and reason for said leave.
- 20.1.2** Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed upon by the Association and the Superintendent no later than January 30, and action must be taken on all such requests no later than March 15th of the school year preceding the school year in which the sabbatical leave is requested.
- 20.1.3** The teacher has completed at least seven (7) continuous full school years of service in the Long Beach Island School District.
- 20.1.4** Sabbatical leave shall not be granted for more than one (1) school year. During the school year in which a teacher is on sabbatical leave, the employee shall be paid no more than fifty percent (50%) of the salary rate which the teacher would have received if the teacher had remained in the teaching service of the district. In the event a teacher on sabbatical leave receives a scholarship, fellowship, or other grant in aid in addition to the sabbatical leave payment aforementioned, and the combination of said payments exceeds the salary rate the teacher would have received if the teacher had remained in the teaching service of the district for that year, then and in that event, the amount paid to the teacher by the Board while on sabbatical leave, shall be reduced so that the total monies received from all of the foregoing sources does not exceed the full salary rate which the teacher would have received if the teacher had remained in the teaching service of the district for that year. It is agreed that during a sabbatical leave, a teacher can, without penalty, maintain summer and part-time employment. Any income from said sources or any other sources not set forth above shall not be used to reduce the amount of money paid the teacher, by the Board, while on sabbatical leave.
- 20.1.5** Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which the teacher would have achieved had the teacher remained actively employed in the system during the period of the employee's absence.

- 20.1.6** Upon being granted said leave and prior to the actual accomplishment of the leave, the teacher will agree by contract to return to the district for a period of two (2) successive years or to remit to the district the amount of monies granted under the sabbatical in proportion to the amount of service not rendered.
- 20.1.7** During the time of sabbatical leave, the teacher will submit bimonthly reports of progress. Such reports shall be one (1) to two (2) pages in length, minimum.
- 20.1.8** During the time of the sabbatical leave, the teacher shall submit, at the end of each college semester, an official college transcript verifying passing grades in each course taken.
- 20.1.9** The Board of Education may, at its discretion, grant a second sabbatical within a teaching career in the Long Beach Island School District. To qualify, a teacher must have completed a minimum of seven (7) continuous full school years of service since the teacher's return from the first sabbatical. The Board's decision is final and not subject to the grievance procedure contained herein.
- 20.1.10** Should a teacher, while on sabbatical leave, not pass all courses in which the teacher is enrolled, or not complete sufficient courses to qualify as a full-time student, as defined by the educational institution, at the institution at which the individual is enrolled, the teacher shall remit to the Board of Education, the salary paid, on a pro-rated basis, for the courses not passed or for the amount of course work lacking for full-time status. (e.g.: if only enrolled 60% of the time, 40% of the sabbatical salary would be repaid to the Board of Education.)
- 20.1.11** Nothing in the aforementioned Article shall preclude applications for or the granting of sabbatical leaves for less than a full year. The rate of remuneration for said leaves will be as set forth in this Article.

ARTICLE 21

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

- 21.1** Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being.
- 21.2** Whenever any action is brought against an employee during the performance of his/her position, before the Board or before the Commissioner of Education of the State of New Jersey, which may affect his/her employment or salary status, the Board of Education shall

reimburse him/her for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the employee.

- 21.3** The Board shall give full support, including legal assistance, for any assault upon the employee while acting in the discharge of the employee's duties.

When absence arises out of or from such assault or injury, the employee shall not forfeit any sick leave or personal leave.

- 21.4** Employees shall immediately report cases of assault, suffered by them in connection with their employment, to their Principal or other immediate superior.

Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police, and the Courts.

- 21.5** If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, such employee may request the Board to furnish legal counsel to defend him/her in such proceeding.

- 21.6** The Board may reimburse employees for any loss, damage or destruction of clothing or personal property of the employee, while on duty in the school, on the school premises, or on a school-sponsored activity.

- 21.7** The Board may reimburse an employee for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury sustained in the course of the employee's employment.

ARTICLE 22

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- 22.1** The administration, with the approval of the Board, shall adopt and, from time to time, review a written policy relating to classroom control and discipline. The comments and suggestions of the Association relating to discipline and the maintenance of classroom control are welcomed by the Board and the administration.

ARTICLE 23 - PERSONAL AND ACADEMIC FREEDOM

- 23.1** The importance of academic freedom and the enjoyment of a private life are understood by the parties and will not be disregarded in the administration of the school district. The Board and administration will recognize and be guided by the pronouncements of the Legislature,

the State Board, the Commissioner, and the Courts in evaluating the performance of any teacher and in the investigation of any claim that a teacher's private life interferes with the employee's effectiveness as a teacher.

ARTICLE 24 - DEDUCTION FROM SALARY

- 24.1** The Board agrees to deduct Association membership dues in accordance with State law relative to this matter. Procedures for deduction shall be developed by the Association President and the School Business Administrator/Board Secretary, subject to approval by the Superintendent.

ARTICLE 25 - MISCELLANEOUS PROVISIONS

- 25.1** This Agreement shall be construed as though it were Board and Association policy for the items contained herein for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as though they were Board and Association policy.
- 25.2** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 25.3** Any individual 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.
- 25.4** The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- 25.5** Copies of this Agreement shall be printed or copied at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed.

25.6 Custodial uniforms shall be provided by the Board of Education. The uniform shall consist of a pair of pants and a shirt. The following will be provided to each custodian each school year:

- 2 long sleeve shirts
- 2 pairs of winter pants
- 3 summer "T" shirts
- 2 pairs of summer pants
- 1 pair of safety shoes*

*The brand of shoes and style will be determined by the Board. Shoes will be provided every other school year. Shoes may be replaced sooner if the employee proves the need to the Superintendent.

Coveralls and shoe covers, for painting, shall be available in each building.

All uniform items (other than shoes as outlined above) will be provided as of July 1 of the school year.

Employees must wear the uniforms provided by the school district at all times when they are on duty in the school building or within the district. Employees who, in the determination of the administration, are not properly and neatly attired in uniform while on duty, may be subject to disciplinary action.

25.7 Notwithstanding the provisions of this Article, the Board of Education retains the right to annually renew the employment relationship of support staff employees. No support staff employees shall be terminated without just cause.

25.8 Whenever any notice is required to be given by either of the parties to 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 addresses:

If by the Association to the Board:
200 Barnegat Avenue
Surf City, New Jersey 08008

If by the Board to the Association:
Long Beach Island Grade School
201-267 - 20th Street
Ship Bottom, New Jersey 08008

ARTICLE 26 - INSURANCE PROTECTION

- 26.1** The Board of Education will assume 100% premium payment for Blue Cross/Blue Shield and Rider J, plus 100% Major Medical premiums for all employees and their dependents through the State Health Benefits Plan.
- 26.2** The Board of Education will assume the full costs of a prescription plan for all employees and dependents. Said plan shall be a \$15.00 brand/\$10.00 generic/\$5.00 mail order co-pay. The Board reserves the right to name the carrier for this coverage.
- 26.3** The Board of Education agrees to provide all employees and their dependents a dental insurance plan. The program provided pursuant to this paragraph, shall include the following benefits:
1. No deductible
 2. \$1,000 payable per person per calendar year with orthodontics limited to an additional \$1,000 per person over five consecutive years.
 3. Class 1: 100% of reasonable and customary charges
 4. Class 2: 100% of reasonable and customary charges
 5. Class 3: 50% of reasonable and customary charges
 6. Class 4: 50% of reasonable and customary charges. (orthodontics- braces on teeth as per limitations state in No. 2)
- 26.4** The Board of Education agrees to provide to the employee and dependents a vision plan with a twenty dollar (\$20.00) per person deductible and examinations, lenses and frames every twenty-four (24) months. The benefit levels shall be the equivalent of the Vision Service Plan, Modified Plan A.
- 26.5** Employees hired after July 1, 1997, must work a minimum of twenty-five (25) hours per week to qualify for health benefits under the provisions of this Article.

ARTICLE 27 - EMPLOYEE ASSISTANCE

- 27** The Board of Education and the Association agree to establish a joint committee to investigate an Employee Assistance Program for the District. The committee shall report back to the Board and the Association by April 1, 1998, with a target implementation date of July 1, 1998 for any recommended program.

After a review of the recommendation(s) by the Board and the Association, the parties shall negotiate with regard to the implementation of and the attendant costs of any such program.

ARTICLE 28 - REPRESENTATION FEE

- 28.1** The Association shall on or before September 30th deliver to the Board a written statement containing the following:
1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4
 2. A statement that the Association has established a “demand and return system” in accordance with the requirements of N.J.S.A. 34:13A-5.4
 3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed statutory guidelines.
 4. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-member be deducted in accordance with the Agreement.
- 28.2** Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with 28.3 below, or the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
- 28.3** Payroll Deduction Schedule: The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck:

1. In November; or
2. Thirty (30) days after the employee begins his/her employment in a bargaining unit position.
3. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
4. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

28.4 The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit, or action of any nature whatsoever, which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee or any sum of money as a representation fee under the provision of the Agreement.

ARTICLE 29 - PROFESSIONAL DEVELOPMENT

- 29.1** The District agrees to utilize full day sessions designated for staff in-service training and identified as non-student contact days during the school year, or student early dismissal sessions designated for staff in-service training during the school year or a combination of both, for the purpose of providing at least six (6) hours of professional development opportunities per year, as established in N.J.A.C. 6:11-13 (Mandated Continuing Education for Teachers).
- 29.2** The programs established for presentation on this day shall be planned and implemented by the District Professional Development Committee and it shall be the responsibility of the District Professional Development Committee to insure the Program meets the requirements of the Code. Priority will be given to District Goals and Objectives.
- 29.3** The Board agrees to make available up to \$5,000.00 to pay costs of the Program. District personnel who are utilized in professional development meetings shall be paid thirty-five dollars (\$35.00) per hour.

29.4 The District will maintain a record of the number of hours of continuing education for each teacher and provide each teacher with an accounting of the teacher's accumulated hours each September. Any discrepancies between the District's and teacher's records should be noted within thirty (30) days of receipt of the District's records.

29.5.1 Mentoring:

Vacancies for the position of mentor shall be posted.

29.5.2. Only tenured teacher will be assigned as a mentor, unless no tenured teachers are available.

29.5.3. The Board shall provide training for teachers who serve as mentors. Whenever possible, such training shall be scheduled during the regular workday. The Board shall pay the costs associated with the training of mentors, subject to the prior approval of the Superintendent or designee.

29.5.4. As long as the State of New Jersey, Department of Education, requires mentoring, the Board shall pay 100% of the mentoring stipend, not to exceed \$550.00.

ARTICLE 30 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2006.

Subject to the Association's right to negotiate over a successor agreement as provided in Article 2, this Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and the corporate seals to be placed hereon.

LONG BEACH ISLAND EDUCATION ASSOCIATION

President

Secretary

LONG BEACH ISLAND BOARD OF EDUCATION

President

Secretary

SCHEDULE A

Teachers Salary Guide 2003-2004

Step	BA	MA
1	36,345	37,935
2	36,645	38,235
3	36,945	38,535
4	37,445	39,035
5	37,945	39,535
6	38,445	40,035
7	39,445	41,035
8	41,045	42,635
9	42,645	44,235
10	45,445	47,035
11	48,445	50,035
12	51,645	53,235
13	55,027	56,617
14	58,429	60,019
15	61,831	63,421
16	65,233	66,823
17	68,635	70,225

SCHEDULE A

Teachers Salary Guide 2004-2005

Step	BA	MA
1	38,315	39,905
2	38,615	40,205
3	38,915	40,505
4	39,215	40,805
5	39,715	41,305
6	40,215	41,805
7	40,715	42,305
8	42,315	43,905
9	43,915	45,505
10	46,715	48,305
11	49,715	51,305
12	53,015	54,605
13	56,417	58,007
14	59,819	61,409
15	63,221	64,811
16	66,633	68,223
17	70,135	71,725

SCHEDULE A

Teachers Salary Guide 2005-2006

Step	BA	MA
1	40,535	42,125
2	40,835	42,425
3	41,135	42,725
4	41,435	43,025
5	41,735	43,325
6	42,235	43,825
7	42,735	44,325
8	43,835	45,425
9	45,435	47,025
10	48,235	49,825
11	51,135	52,725
12	54,135	55,725
13	57,527	59,117
14	61,029	62,619
15	64,531	66,121
16	68,033	69,623
17	71,535	73,125

**SCHEDULE B
CUSTODIANS**

Salary Guide

Step	2003-2004
0	28,281
1	28,481
2	28,681
3	28,881
4	28,981
5	29,481
6	30,381
7	31,069
8	31,575
9	32,386
10	33,231
11	34,231
12	35,231

Salary Guide

Step	2004-2005
0	29,359
1	29,659
2	29,959
3	30,259
4	30,559
5	30,659
6	31,559
7	32,247
8	32,753
9	33,564
10	34,409
11	35,409
12	36,409

**SCHEDULE B
CUSTODIANS**

Salary Guide

Step	2005-2006
0	29,900
1	30,356
2	30,813
3	31,269
4	31,726
5	32,182
6	32,682
7	33,370
8	33,876
9	34,687
10	35,532
11	36,532
12	37,532

Any Head Custodian appointed after 7/1/97 shall be subject to the following schedule for Head Custodian stipend (based upon years of service as Head Custodian:

Years 1 & 2	\$500
Years 3 & 4	\$1,000
Years 5 & 6	\$1,500
Years 7+	\$2,000

SCHEDULE C

BUS DRIVERS

YEAR 1

2003-04

Step	Bus Drivers
1	10,402
2	10,502
3	10,602
4	10,702
5	10,802
6	11,284
7	11,714
8	12,194
9	12,563
10	13,062
11	13,603
12	14,365
13	14,900

YEAR 2

2004-05

Step	Bus Drivers
1	11,065
2	11,165
3	11,265
4	11,365
5	11,465
6	11,565
7	12,047
8	12,477
9	12,957
10	13,326
11	13,866
12	14,628
13	15,170

SCHEDULE C

BUS DRIVERS

YEAR 3
2005-06

Step	Bus Drivers
1	11,752
2	11,852
3	11,952
4	12,052
5	12,152
6	12,252
7	12,352
8	12,834
9	13,264
10	13,744
11	14,153
12	14,915
13	15,440

INSERT LETTR FROM PETER P. KALAC

LONG BEACH ISLAND BOARD OF EDUCATION

Side Bar Agreement

An employee in the Long Beach Island School District, covered under the negotiated Contract between the LBIEA and the LBIBOE, upon separation from the District during the period July 1, 2003 and June 30, 2004 shall be entitled to reimbursement for accumulated unused sick leave as per the guidelines set forth below. This Side Bar Agreement (Agreement) applies only to qualified employees who separate from the District on June 30, 2004.

1. Submission of an irrevocable Letter of Resignation to the Board no later than March 29, 2004.
2. The effective date of the Letter of Resignation shall be June 30, 2004.
3.
 - a. Teachers shall receive per diem payment (calculated at 1/200th of the teacher's 2003-2004 annual salary) for all accumulated unused sick leave to a maximum of \$30,000.00.
 - b. Support staff shall receive per diem payment (calculated at 1/200th of the support staff's 2003-2004 annual salary) for all accumulated unused sick leave to a maximum of \$10,000.00.
4. It is acknowledged and understood that any payment that the employee would be entitled to under the Program between the Board and the Association with respect to sick leave reimbursement shall be incorporated into and made part of the Separation from Service payment and not in addition to the payment received under this Program. The maximum reimbursement to an employee under this Program shall not exceed the amount set forth in No. 3 above.
5. The total payment shall be divided into three equal annual installments. Payments shall be made on or about January 15, 2005, and each January 15th thereafter.
6. In the event of the employee's death prior to the issuance of the full payment, the estate shall be entitled to the remainder of the payments as per the agreed schedule.

The parties agree that this Agreement for sick leave reimbursement shall be effective for the 2003-2004 contract year only. This Agreement shall supercede the provisions of Article 17.3 and 17.5, Sick Leave Reimbursement, for the period July 1, 2003 to June 30, 2004.

This Agreement shall expire on June 30, 2004 and become null and void as of that date.

Upon the expiration of this Agreement the provisions of Article 17.3 and 17.5 shall apply to the reimbursement for accumulated unused sick leave.

LONG BEACH ISLAND
BOARD OF EDUCATION

LONG BEACH ISLAND
EDUCATION ASSOCIATION

President:

President:

Dated: _____, 2004

