

AN AGREEMENT

between the

WEST LONG BRANCH
BOARD OF EDUCATION

and the

WEST LONG BRANCH
EDUCATION ASSOCIATION

July 1, 2011 – June 30, 2014

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PREAMBLE

This Agreement is entered into as of July 1, 2011 between the Board of Education of the West Long Branch school system located in the Borough of West Long Branch, County of Monmouth, State of New Jersey, hereinafter referred to as the "Board", and the West Long Branch Education Association, hereinafter referred to as the "Association".

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SECTION I - GENERAL

ARTICLE I – RECOGNITION

The Association agrees to present to the Board, through the Superintendent, a roster of membership indicating that the Association represents a majority of the teachers and the eligible Secretarial-Clerical-Support staff. Such roster will be presented prior to October 15 of each year that this Agreement is in effect; and upon receipt, the Board will recognize the Association as the exclusive representative for all employees who are classified as certified teachers, librarian, school nurse, learning disabilities teacher-consultant, and a majority of the eligible secretarial-clerical-support staff, whether under contract or on a leave of absence. It is mutually agreed that for the purpose of this Agreement the term "employee" shall not include the Superintendent, Principal, Business Administrator/Board Secretary, Supervisors, Substitute teachers, School aides, Custodians, Maintenance personnel, Bus drivers, or Confidential Secretaries

The Board hereby agrees that every eligible Teacher/Secretary/Clerical Support Staff member shall have the right to freely organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

The Board agrees that it shall not discriminate against any teacher/secretary/clerical support staff with respect to hours, wages, or terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement; or otherwise with respect to any terms or conditions of employment.

ARTICLE II – NEGOTIATION PROCEDURE

- A. Consistent with N.J.S.A 34:13a-1 et seq., the Board shall not affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
- B. Not later than 120 days prior to the submission of the budget, the parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing, ratified, and signed by all the parties.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not confidential and/or privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

- D. If the parties are unable to reach an Agreement (on items submitted by either party) the request for a mediator shall be made in accordance with the rules and regulations of the Public Employment Relations Commission. If the mediator is not successful in assisting the parties in reaching an agreement, the selection of a fact-finder shall be in accordance with the rules and regulations of the Public Employment Relations Commission.

ARTICLE III – GRIEVANCE PROCEDURE

A grievance is a claim by a member or by the Association based upon the interpretation, application or violation of policies, terms of agreement, or administrative decisions and procedures affecting terms and conditions of employment. A grievance is considered to exist when an employee believes that an administrative procedure, decision, or policy adversely affects his/her working conditions or his/her welfare or violates the terms of this Agreement or any subsequent Agreement entered into pursuant of this Agreement. However, the term "grievance" shall not apply to any matter for which a method of review is prescribed by law or State Board rule having the force and effect of law, or a complaint of a non-tenured member which arises by reason of his/her not being re-employed.

As used in this definition, the term "employee" shall also mean a group of employees having the same grievance.

An "aggrieved person" is a person or persons making the complaint.

A "party in interest" is a person or persons making the complaint and any person who might be required to take the action or, against whom action might be taken in order to resolve the complaint.

None of the meetings under the grievance procedure shall be open to the public, nor made public by either party. Only the parties involved and their representatives shall be present at any of the sessions listed above. No reprisals of any kind shall be taken by the Board, by the Association or by any member of the Administration against any party in interest, or building representative or any other participant in the grievance procedure by reason of such participation. The WLBEA membership may be given a full report of all grievances and their outcome.

Step One: An employee having a grievance shall first discuss it with his/her immediate supervisor either directly or through the Association's designated representative with the objective of resolving the matter. A teacher has fifteen (15) days from the point of realizing that a problem exists in which to file a grievance but no more than one year from the time the incident occurred.

Step Two: If the aggrieved person is not satisfied with the disposition of his/her grievance on Step One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing within eight (8) school days, to the Superintendent of Schools. The Superintendent of Schools

should answer the grievance not later than eight (8) school days after the written grievance is submitted to him or her.

The written grievance shall contain:

1. the date the grievance is filed
2. the date of the occurrence giving rise to the grievance
3. the nature of the grievance
4. the specific contract provision or board policy allegedly violated
5. the remedy being sought

Step Three: If the aggrieved person is not satisfied with the disposition of his/her grievance on Step Two he/she may file his/her grievance, in writing, within five (5) days after the answer is received from the Superintendent of Schools, to the Board. Within fifteen (15) school days, after such written notice of submission in Step Three, the aggrieved person and his/her representative shall meet with the Board at a mutually convenient time in an attempt to resolve the grievance.

Step Four: If the decision rendered at Step Three is not acceptable to the Association, the Association shall have ten (10) school days to submit a written request for a panel of arbitrators to the New Jersey Public Employment Relations Commission.

ARTICLE IV – ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. All members of the Association, New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at reasonable times providing that this shall not interfere with, or interrupt normal school operations. The Association will tender to the Superintendent and principals a yearly schedule of its meetings on or before September 30 of the new school year. These meetings will not be scheduled in conflict with the meetings of the Superintendent or building principals. Once the Association's meetings are scheduled, any alterations to the Association's schedule are subject to the mutual agreement of the Association and the Administration.
- B. A matter brought to the attention of the Association for its consideration by the Administration will be placed on the agenda where the Association feels it will reach the greatest number of teachers. The Association will provide the Administration information regarding the resolution of these matters.
- C. Written inquiries to the Board and the Administration from the Association, and to the Association from the Board and the Administration, will be acknowledged in writing within five (5) school days of receipt indicating that the inquiry has been received and is under consideration.
- D. The Board shall grant one (1) released school day per month, with pay, to the president or vice-president of the Association during his/her term in office. In addition, the Board shall grant one (1) released school day per month, with pay,

to any combination of two individuals in positions - president, vice president, or the chief negotiator of the Association during the course of negotiations initiated during the last year of the Agreement, for a total of no more than two (2) released school days per month.

- E. Requests for such released days are to be made by the president to the Superintendent in a timely manner. The Association shall reimburse the Board for the substitute's pay.
- F. The Association shall work jointly with the Administration in the development of workshops in order to provide workshops which are meaningful and relevant to those teachers who will be attending. Advance notice of one semester for the scheduling of workshop programs shall be given to the Association and posted in the Faculty Rooms; if possible. Attendance at workshops shall be voluntary, although teachers are encouraged to attend those workshops which relate to their assigned duties.

Workshops may be established by the Administration and presented on a released time basis. These shall be attended by all instructional employees whenever scheduled.

ARTICLE V – BOARD OF EDUCATION **RIGHTS AND RESPONSIBILITIES**

The Board on its own behalf and on behalf of the Electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of New Jersey, and of the United States. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the United States and of the State of New Jersey. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

This means:

1. to direct employees of the school district;
2. to hire, promote, transfer, assign and retain employees in positions in the school district; (within the parameters of Federal and State Law)
3. to discipline employees or relieve employees from duty because of lack of work or other legitimate reasons (recognizing due process in accordance with federal and state laws);

4. to maintain efficiency of the school district operations entrusted to it;
5. to determine the methods, means and personnel by which such operations are to be conducted; and
6. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE VI – COMPLIANCE – STATE AND FEDERAL LAWS

All operations hereunder are subject to any applicable State and Federal Laws, Executive Order having the effect of law, and regulations thereunder. The provisions of this Agreement shall be applied to all employees covered by this Agreement without discrimination as to race, color, religion, sex, age or national origin.

SECTION II - TEACHERS

ARTICLE VII – TEACHER RIGHTS AND RESPONSIBILITIES

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the "Grievance Procedure" set forth in Article III.

Any teacher required to appear before the Superintendent or Board concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or salary or any increment pertaining thereto shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her.

ARTICLE VIII – WORK DAY AND TEACHING LOAD

- A. Each school work day shall include a duty-free lunch period coincident to the duration of the students' lunch, but not less than 35 minutes. No teacher shall be required to report for duty any earlier than twenty (20) minutes before the opening of the pupil's school day, and shall be permitted to leave thirty (30) minutes after the close of the pupil's school day. On Fridays, or on a day preceding a holiday or a vacation, the teacher's day shall end at the close of the pupil's day.

Teachers arriving and departing shall indicate their arrival and departure by means of signing initials and noting the time alongside his/her name in the appropriate sign-in book.

- B. Each full time teacher shall have daily duty free preparatory period of not less than 220 minutes for a full five-day work week. The daily preparatory periods will be uninterrupted periods equivalent to a class period. Prep periods should be teacher-directed except for just cause. Prep time shall be used for such activities as (1) correcting papers, (2) preparing lesson plans, (3) preparing bulletin boards and other displays, (4) previewing audiovisual aids, (5) professional reading, (6) preparation of report cards, (7) preparation of reports, (8) conference with parents, administrators, and other personnel, (9) duplicating or securing materials for class use, and (10) other such activities as can be directly related to the welfare of the students, the functioning of the school, or the professional development of the teacher, or as requested by the Principal.

For those days when district-wide testing occurs or an assembly program prevents the regular schedule from being followed, every effort shall be made to rotate teachers' schedules so that the loss or preparation periods on these days will be equitable.

- C. The teacher has the responsibility to order materials and supplies for his/her classroom and program. He/She will list his/her order in priority order so that any necessary cuts will be of lowest priority items. If any changes are made in the order, the teacher will be notified in writing.
- D. All teachers shall be required to attend a total of four evening parent-teacher conferences as assigned by the administration. (Two (2) nights and one (1) day in the Fall and two (2) nights in the Spring). Friday evening conferences will not be held. On the days of the evening Parent-Teacher conferences, early dismissal from school shall be observed.
- E. The Wednesday before Thanksgiving Day each year shall be an early dismissal day.

ARTICLE IX – EVALUATION/APPRaisal

A. EVALUATION

Teachers shall be evaluated only by a person certified by the New Jersey State Board of Examiners to supervise instruction. The teacher shall be given a copy of all class visits or evaluation reports prepared by his/her evaluator. No such report shall be submitted to the Central Office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher.

No teacher shall be required to sign a blank or incomplete evaluation form. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

B. YEARLY APPRAISAL

Supervisors/Building principals shall review the appraisals from two (2) previous years when completing the appraisal for a school year. This will be made out in triplicate. The supervisor/principal will place the appraisal in the teacher's mail box and notify those teachers with whom he/she wants to meet. The teacher has one day to review the appraisal and then arrange for a conference.

If no conference has been requested by the supervisor/principal, the teacher still has the option of asking for one. If no conference is requested by either, the supervisor/principal or the teacher, then the teacher must sign three copies of the appraisal and return them to his/her supervisor.

The teacher will meet with his/her immediate supervisor to review the yearly evaluation along with examples of his/her pupils' progress and discuss and plan the Professional Development Plan (PDP) developed by the Professional Development Committee in writing. A copy of the PDP and the appraisal will be kept on file in the Superintendent's Office. The teacher must then sign three copies of the yearly appraisal and the PDP, and return them to his/her immediate supervisor. Each teacher shall be entitled to a copy of his/her evaluation form.

The individual teacher file maintained in the Superintendent's Office is the official personnel file and record; however, supervisor/principals may maintain an unofficial file on each teacher for administrative and supervisory purposes. Teachers are free to review their file in either office by making an appointment and then signing and dating an appropriate log.

ARTICLE X – COMPLAINT PROCEDURE

Any written complaint regarding a teacher made to any member of the Board of Education, the Superintendent or a Supervisor/Principal, which may influence evaluation of a teacher shall be processed according to the procedure outlined below.

- A. Any teacher has the right to be present with representation by the Association or personal attorney at all meetings or conferences of the Superintendent or his designee and the complainant, subsequent to receipt of a written complaint.

Step 1. A meeting between the Supervisor/Principal and the teacher in an attempt to resolve the matter, at which time the teacher shall be advised of the complaint.

Step 2. If the matter is not resolved in Step 1, a conference shall be held between the Supervisor/Principal, the teacher, and the complainant.

Step 3. If not resolved in Step 2, both the teacher and the complainant may submit written statements to the Supervisor/Principal, who shall forward said statements to the Superintendent, who shall investigate and attempt to resolve the matter.

Step 4. If not resolved in Step 3, the Superintendent shall forward all documents to the Board, which shall attempt to resolve the matter.

- B. Any proposed resolution of the complaint shall be submitted in writing to all parties.
- C. If any complaint or proposed resolution thereof is to be inserted into a teacher's personnel file, the teacher shall be notified in writing and shall have the right to attach a response.
- D. Any teacher shall have the right to file a grievance in accordance with the provisions of Article III at any time during or after the processing of a complaint;

however, all proceedings under Paragraph A herein shall cease upon the filing of a grievance.

- E. This Article shall be inoperative in all cases in which applicable procedures have been established by law.

ARTICLE XI - BENEFITS

The Board of Education agrees to provide health care insurance equivalent to the present level of benefits. Neither party will unreasonably withhold its consent to said replacement.

A. MEDICAL COVERAGE

The Board of Education shall provide a Blue Choice health program for all teachers working thirty (30) or more hours per week. Single coverage will be provided to all new employees who qualify. Family coverage, from choices available, will be provided upon achieving tenure status. Any teacher working twenty (20) hours or more per week on June 30, 1999 with benefits is grandfathered.

Any non-tenured teacher who elects to have full family coverage must pay the entire differential. The Board is obliged to pay only the amount it costs for the non-tenured employee to have Blue Choice single coverage.

All new employees, upon receiving tenure may switch to traditional coverage, but must pay the full differential between the Blue Choice and the traditional.

The annual deductible is \$200 or \$400 depending on whether it is Family, P/C, H/W or Single (or for the Traditional Plan) for teachers hired prior to July 1, 1999. For those on the traditional plan the co-pay shall be \$160.00 for Single coverage and \$340.00 for H/W, \$230.00 for P/C and \$400.00 for Family coverage. The 80/20 co-insurance shall apply to the first \$4,000 of the medical coverage.

The Traditional Plan shall also include a requirement for a mandatory second opinion and a pre-admission certification/continued stay review.

Certain members of the teaching staff may elect not to take the health benefits. Those making such a choice for a full school year will receive a payment of \$2000.00.

B. PRESCRIPTION PLAN

A Prescription Plan (\$10.00 co-pay for generic/\$15 co-pay for name brand/\$0 co-pay for mail order prescription) for employees and insured dependents will be provided and paid for by the Board of Education. Effective July 1, 2006, the co-pay shall be increased to \$5.00 for generic mail order; \$10.00 for brand name mail order; \$15.00 for generic retail; and \$20.00 for name brand retail. There shall be no prescription reimbursement for the co-pay within the major medical plan. The Board and the

Association will mutually agree on the plan with neither party unreasonably withholding consent.

C. DENTAL COVERAGE

A dental program for the employee only will be paid by the Board of Education. The employee will have the option to pay the differential for family coverage. The Board and Association will mutually agree on the plan. Neither party will unreasonably withhold consent.

D. UNUSED SICK DAYS UPON RETIREMENT

Upon retirement, teachers will be paid at the rate of \$80.00 per accumulated sick day (beyond the first 75 days) with a cap of \$12,000.00 per teacher. Payment for accumulated unused sick days will be made only upon actual, not deferred, retirement under the Teachers Pension and Annuity Fund (TPAF).

The employee shall notify the Board of his/her intention to retire by February 1st to be eligible for the payment of unused sick leave to be paid on July 1st. If the employee notifies the Board after February 1st it may result in the payment of unused sick leave after July 1st.

E. STAFF DEVELOPMENT

Teachers who submit verification of their new salary status, as required, will be placed on their new column of the guide on the September 1st or the February 1st following the receipt of their college transcript. All teachers are expected to participate in Staff Development when presented by the administration.

If the teacher is the presenter of an in-house Professional Development workshop, he/she shall be compensated at the current home instruction rate which will include two (2) hours of preparatory time for a new workshop.

Applications for workshops and programs must be submitted to the Superintendent reasonably well in advance of their start so that a determination may be made as to their worthiness, timeliness and cost.

F. COURSE REIMBURSEMENT

For the duration of this agreement, in reference to tuition reimbursement, the Board of Education agrees to the following:

1. A request for Permission to take a course for reimbursement must be submitted prior to course registration. This must be accompanied with a course description as stated in the college catalogue.

2. Full-time teachers may take graduate courses addressing subjects related to the school curriculum at an accredited college or university as approved by the Superintendent.
3. Teachers shall be reimbursed for their actual cost up to a maximum of \$2,500 per teacher per year; with a group cap of \$12,000 for each year of the contract for qualifying graduate level course work.
4. To obtain reimbursement, the teacher must submit an official transcript which shows a grade of B or better in the approved course and a receipt of payment.

G. OTHER BENEFITS

A teacher called upon to take over a class during the teacher's planning period will be given compensatory time off equal to the amount of time covered, or the teacher may choose to be paid \$27.00 per class for 2011-2012; \$29.00 per class for 2012-2013; and \$30.00 per class for 2013-2014.

A written time receipt (CHIT) will be given to the teacher on the day of the coverage signed by the administrator. Payment shall be made at the pay period that follows when proper voucher forms are presented to the administration.

Compensation will be effective only for the current school year and cannot be claimed after June 30th of the year credit for class coverage is received.

Overnight trip chaperones will be compensated at \$150 per night.

The Washington trip chaperone shall be paid \$50.

The Affirmative Action Officer will be paid \$1,000.00 per year..

Home Instruction shall be compensated at the rate of \$38.00 per hour for 2011-2012 school year; \$40.00 per hour for 2012-2013 school year; and \$42.00 per hour for 2013-2014 school year.

The Board of Education has agreed, if at all possible, to provide a direct deposit plan to the bank of the employee's choice.

The salary guides for teachers for the 2011-2012, 2012-2013, and 2013-2014 school years are set forth in Article XV (See Exhibit A). The salary guide is a 13-step guide. Since the 2002-2003 school year, step 15 continues to be the top of the salary guide beyond which no teacher may move.

Teachers with 20 - 29 years of service will receive \$500 in addition to their salary each year. The salary for 21st year and years thereafter through the 29th year will be computed based on the previous year's salary (which shall include the \$500 payment noted in this paragraph) plus the difference between the appropriate steps on the

previous year's salary guide and the next year's salary guide plus the appropriate payment for the new year pursuant to this paragraph.

Beginning with 30 years of service and each year thereafter, teachers will receive \$1,000 in addition to their salary each year. The salary for the 31st year and years thereafter will be computed based on the previous year's salary (which shall include the \$1,000 payment noted above in this paragraph) plus the difference between the appropriate steps on the previous year's salary guide and the next year's salary guide plus the appropriate payment for the new year pursuant to this paragraph.

ARTICLE XII – SICK LEAVE AND PERSONAL ABSENCE

A. SICK LEAVE

In accordance with the State Law, ten (10) days sick leave shall be allowed for absence due to personal illness during a school year. Accumulated sick days from another district are not transferable.

Sick leave is defined in N.J.S.A. 18A:30-1 to mean the absence from his or her post of duty because of personal disability due to illness or injury ... or contagious disease ... or quarantine.

If a teacher should suffer an extended illness, the case may be reviewed (as in policy) by the Board of Education in order to determine the action that should take place; including but not limited to a salary adjustment. The Board of Education may require a physician's certificate to be filed with the Superintendent in the case of sick leave claimed.

B. BEREAVEMENT

Up to five (5) days shall be allowed for death in the immediate family to be taken within 10 days of the date of death. The immediate family is to be defined as husband, wife, domestic partner, mother, father, brother, sister; child, grandchild, mother-in-law, father-in-law, or any person permanently living with the teacher. Two (2) days shall be given for the death of a sister-in-law, brother-in-law, aunt, uncle, grandparent, or other near relative at the discretion of the Superintendent. Bereavement days are not cumulative.

In the event of the death of an employee or student in the District, the principal or immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral.

C. PERSONAL LEAVE

Three (3) days may be used by a teacher for personal business. That is, business that cannot be taken care of at any other time without causing an undue burden or substantial hardship upon the employee (i.e., legal, business, household or family matters). A teacher anticipating such a need shall notify the Superintendent in writing at least five (5) days in advance stating the general category for the request. All requests

for personal days shall be subject to review and final approval by the Superintendent or his/her designee. In the event of an emergency where the need could not be anticipated, the 5-day notice will be waived but written notification shall be provided as far in advance as possible. Unused personal business days are to be credited to a teacher's accumulated sick leave. One of the three days may be taken immediately before or after a school holiday.

D. FAMILY SICK LEAVE

Each year a teacher may use two additional days of leave for illness in the teacher's family. These days shall not accumulate from year to year. Family sick leave may not be taken for a vacation day nor to extend a school holiday.

E. MATERNITY LEAVE

A leave of absence due to temporary disability resulting from the birth of a child shall be considered maternity leave. The Board shall treat a disability leave of absence due to childbirth the same way in which it treats all other disability leaves of absence. An employee may use accumulated, unused sick days during a period of disability leave due to childbirth provided appropriate medical documentation is provided to the Board.

An employee may be granted an unpaid child rearing leave for a period not to exceed one year upon application by the employee. A teacher may apply for a second year of unpaid child rearing leave which may or may not be granted in the sole discretion of the Board of Education. The Board shall treat an unpaid leave of absence for child rearing purposes the same way in which it treats all other unpaid leaves of absence.

Application for maternity leave and child rearing leave shall be made to the Board of Education through the office of the Superintendent of Schools.

F. FAMILY LEAVE ACT

The employee shall be entitled to any leave permitted under the family leave act of the State of New Jersey and Federal statutes regulating same.

G. TRANSITION DAYS

An employee shall be entitled to three (3) days with the replacement/substitute teacher in the case of scheduled Board approved maternity leave, extended medical leave, and family leave during a regular school year.

H. CHARGES FOR ABSENCES

Any absence not chargeable to the allowances set forth herein or otherwise permitted by law shall be deducted at $1/200^{\text{th}}$ of the individual's annual salary.

ARTICLE XIII – GRADUATION

The Graduation Committee is to consult with the Superintendent concerning graduation practices and policies. The Graduation Committee will include the Principal, 8th Grade Class Advisor, Music/Band Teacher, School Secretary and Superintendent of Schools.

All teachers are required to be present at Graduation unless attending their own child's graduation. Graduation Day will be an abbreviated day for students and teachers.

ARTICLE XIV – SCHOOL CALENDAR

- A. The Association shall have the right to make recommendations on the school calendar to the Superintendent of Schools. In the situation in which a change is required in the adopted school calendar, the Association will be notified and the views of the Association may be submitted to the Superintendent of Schools.
- B. The Board agrees that, insofar as practicable and consistent with its prerogatives and responsibilities with respect to the school calendar, the last school day before the Winter Recess, and the last day of the school year in June shall be abbreviated sessions.
- C. Teachers shall be required to attend in-service training sessions at the discretion of the Superintendent of Schools on no more than four days when school is not in session. In-service training sessions will not be scheduled on legal holidays or subsequent to the last day that students are in attendance at the end of the school year. The duration of each in-service training session shall be no longer than the regular school day. The days for the in-service training sessions shall be designated on the school calendar following consultation with the Association. Additionally, school days in excess of the legal minimum will be removed from the school calendar. One additional day will be added to the Memorial Day weekend and the other two days will be mutually agreed upon by the Superintendent and the Association for days in May or June.
- D. Teachers shall be required to attend up to five Superintendent's meetings each school year; one Principal's meeting each month that school is in session; and one grade level teachers' meeting each month that school is in session. The duration for each meeting shall be no more than fifty minutes. The Principal shall provide a list of scheduled meeting dates by October 1. For teachers assigned to Betty McElmon Elementary, such meetings shall commence at 3:10 PM. For teachers assigned to Frank Antonides School, such meetings shall commence at 2:30 PM. Following an Administrative meeting, teachers may leave at the end of the next full work day (that is, the next work day in which the teachers would have otherwise been required to work thirty (30) minutes after the close of the pupils' school day as set forth in Article VIII, Paragraph A herein) or receive a CHIT.
- E. The work year for teachers shall not exceed 184 work days – 180 student contact days and four (4) in-service days.

ARTICLE XV – SALARY GUIDES

The Salary Guides for teachers are attached hereto as Exhibit A.

ARTICLE XVI – EXTRACURRICULAR ACTIVITY COMPENSATION

Extracurricular Activity Compensation is attached hereto as Exhibit B.

EXTRACURRICULAR INFORMATION

The Board of Education may amend the foregoing list of activities upon notifying the WLB Education Association, except for the compensation for each activity performed which shall remain in accordance with the contract until June 30, 2014.

A monthly calendar will be maintained, listing the actual meeting dates for clubs and sports, in the front office. Coaches and advisors will be responsible for listing all scheduled meetings.

Teachers will be paid \$38 per event for supervising student events after school hours, such as school dances, with the prior approval of the Superintendent.

Payment for one (1) Athletic Monitor will be \$32.00 per event. If the Athletic Director feels a second monitor is needed, a monitor may be added.

All clubs, activities, and organizations must be self-supporting and be responsible for payments to monitors, police, and/or chaperones.

Activity club and/or athletic activities shall be conducted by the sponsor in accordance with the job description for the club, activity, and/or team.

A club, activity or team must have a minimum of seven (7) members in order to function as an after school activity.

No child will be taken from an academic class during a school day for a club or activity. Club and team activities must be in addition to the school day in order to receive compensation for extra-curricular activities.

Teachers must keep accurate attendance records for their after school activities. These records must be available if and when they are needed, e.g., parent questions, state reports, injuries, etc. These records also must be turned in to the school principal on a monthly basis.

Anything purchased by and/or for a club must be paid for with a check from the Student Activity Fund. The auditor will make no exceptions for cash transactions.

Until a receipt is received, a reimbursement check will not be issued for any school functions and/or activities.

No advisor or coach is to leave the school until all of the students in his/her charge have been called for and taken from the school by their parent and/or guardian.

SECTION III

OFFICE ASSISTANT - CHILD STUDY TEAM (CST) SECRETARY - SCHOOL SECRETARY - ACCOUNTS PAYABLE CLERK

ARTICLE XVII

OFFICE ASSISTANT - CHILD STUDY TEAM (CST) SECRETARY - SCHOOL SECRETARY - ACCOUNTS PAYABLE CLERK

A. RIGHTS AND RESPONSIBILITIES

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any employment advantage without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the "Grievance Procedure" herein set forth in Article III. Any employee required to appear before the Superintendent or Board concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment, or salary or any increment pertaining thereto shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her.

B. EVALUATION PROCEDURE

1. All observations of the work performance of an employee shall be conducted openly and with the full knowledge of the employee.

The employee shall be given a copy of any evaluation report prepared by the evaluator at least one day before any conference to discuss it. No such report shall be submitted to the personnel office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

2. The West Long Branch Board of Education believes that complete personnel records should be maintained regarding all employees. Copies of all evaluations, reports, request for leave, absences, health reports and other pertinent information will be kept in the files located in the office of the Superintendent. An employee may, upon request, review his/her personnel folder at a mutually agreeable, scheduled time.
3. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and that answer shall be attached to the file copy.

4. Supervisory reports shall be presented annually to employees by the supervisor designated by the Superintendent.
5. Final evaluation of the employee upon termination of the latter's employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance.

C. VACANCIES, NEW POSITIONS, TRANSFERS AND RE-ASSIGNMENT

1. Notice of all vacancies in office positions that the Board has; in the exercise of its sole discretion, determined to fill shall be posted in each school by the Superintendent of Schools within five days of:
 - a. receipt by the Superintendent of Schools of a letter of resignation which has been acted upon by the Board.
 - b. official Board action vacating a position or creating a new position within the school system.
2. The notice shall be posted for five work days. Interested employees shall proceed as follows:
 - a. notify immediate supervisor
 - b. apply in writing within five (5) working days.
3. The notice shall state the name of the job and a short description of the same and shall be posted in each office and in the teacher's room.
4. The qualifications and abilities of employees who apply shall be evaluated and qualified employees shall be considered for the job, with the final determination being at the Board's discretion and determination.
5. Employees desiring a change in work assignment shall make their request to the immediate supervisor. These requests shall be given consideration wherever possible. If there are no vacancies available at that time, preferred consideration shall be given to the individuals requesting transfer when positions become available.

D. TENURE AND SENIORITY

1. After three (3) years of uninterrupted, satisfactory employment in the West Long Branch School District, employees will receive tenure within said district. Tenure rights will apply to all present unit members currently in their fourth or more years of consecutive employment by the district.

Employees with less than three (3) years with the district shall receive credit towards tenure from initial date of hire.

2. Seniority status commencing from initial date of employment with the West Long Branch District will apply to unit members currently employed within their job description only.

For illustration purposes only, this clause shall be applicable pursuant to the following example: if a clerk in the district becomes a secretary, she will not have seniority rights in the secretarial position until after she has been in that position three years. If, after being a secretary for three years and having been a clerk, for example, for four years, she then has seven years seniority within the district and will have seniority as a secretary so, for example, if an individual is four years as a clerk and three years six months as a secretary, but somebody else comes in and has seven years only as a secretary, the clerk-secretary with seven years six months takes priority as far as her position if there is a reduction in force and bumping occurs.

ARTICLE XVIII – SICK LEAVE – PERSONAL ABSENCE – BENEFITS

A. SICK LEAVE

In accordance with the State law ten (10) days sick leave shall be allowed for absence due to personal illness during a school year for 10 month employees, and twelve (12) days for twelve month employees. Accumulated sick leave from another district is not transferable.

The Board of Education may require a physician's certificate to be filed with the Superintendent in case of sick leave claimed. If an employee should suffer an extended illness the case may be reviewed by the Board of Education.

B. BEREAVEMENT

In addition, up to five (5) days shall be allowed for death in the immediate family to be taken within ten (10) days of the date of death. The immediate family is to be defined as husband, wife, domestic partner, mother, father, brother, sister, child, grandchild, mother-in-law, father-in-law, or any person permanently living with the employee. Two (2) days shall be given for the death of a sister-in-law, brother-in-law, aunt, uncle, grandparent, or other near relative at the discretion of the Superintendent. These additional days are not cumulative. Accumulated leave from another district is not transferable.

In the event of the death of an employee or student in the District, the Principal or immediate supervisor of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral.

C. SICK LEAVE/BEREAVEMENT, PART-TIME EMPLOYEES

Part-time employees shall be entitled to pro-rated sick days, bereavement leave, etc., e.g., if someone works five (5) days for four (4) hours per day they would be entitled to a total of forty (40) hours sick leave per year; twelve (12) hours of personal leave and eight (8) hours of family sick leave. (Providing they worked a full year.)

D. PERSONAL LEAVE

Three (3) days may be used by an employee for personal business. An employee anticipating such a need shall notify the Superintendent, in writing, at least five (5) days in advance. In the event of an emergency where the need could not be anticipated, the five day notice will be waived but written notification shall be provided as far in advance as possible. Unused personal business days are to be credited to an employee's accumulated sick leave. One of the three days may be taken immediately before or after a school holiday.

E. FAMILY LEAVE

Application for leave shall be made to the Board of Education through the office of the Superintendent of Schools. Family leave without pay may be granted for the remainder of the current school year upon application by the employee on advice and recommendation, in writing of a reputable physician. The employee to whom leave is granted may return to service within the period that remains that school year. Said leave may be for a period not to exceed one year, provided it is applied for prior to March 15th of the previous school year for the succeeding school year.

This leave shall not be in addition to the family leave provided pursuant to the terms and conditions of the Family Leave Act as enacted by the federal or state government. The employee applying for said family leave must advise whether application is being made for the contractual family leave or that provided by statute, either state or federal applicable to employers with the number of employees employed by the West Long Branch Board of Education and shall be subject to approval of employer as provided for in the applicable statutes.

F. FAMILY SICK LEAVE

Each year an employee may use two additional days of leave for illness in the employee's family. These days shall not accumulate from year to year.

(NOTE: Any absence not chargeable to the allowances set forth herein, or otherwise permitted by law, shall be deducted at 1/200th of the individual's salary for a 10 month employee and 1/240 of the individual's salary for a 12 month employee. Hourly employees are paid for the hours they work.)

G. RETIREMENT

Upon retirement, employees will be reimbursed for their unused sick leave to be computed as follows: no pay for the first 75 days; remainder to be computed at 60% of the secretarial-clerical-support staff salary or rate in effect at the time of retirement (capped at \$12,000.00). Part-time employees will be reimbursed for their unused sick leave at a percentage of the full time employee's rate. Those planning to retire must inform the Board of Education by the February 1 prior to their retirement on June 30th.

H. ANNUAL PAYMENT

Secretaries and Clerical Support staff with 20 - 29 years of continuous service will receive \$500 in addition to their salary each year. The salary for 21st year and years thereafter through the 29th year will be computed based on the previous year's salary (which shall include the \$500 payment noted in this paragraph) plus the difference between the appropriate steps on the previous year's salary guide and the next year's salary guide plus the appropriate payment for the new year pursuant to this paragraph.

Beginning with 30 years of service and each year thereafter, secretaries and clerical support staff members will receive \$1,000 in addition to their salary each year. The salary for the 31st year and years thereafter will be computed based on the previous year's salary (which shall include the \$1,000 payment noted above in this paragraph) plus the difference between the appropriate steps on the previous year's salary guide and the next year's salary guide plus the appropriate payment for the new year pursuant to this paragraph.

I. WORK WEEK

The regular full-time work week shall be forty (40) hours, inclusive of a duty-free lunch period coincident to the duration of the student's lunch, but not less than 35 minutes.

Summer work hours shall commence upon the closing of school in June and continue through to the re-opening of school in September. The work day shall be 7:30 AM – 1:30 PM.

J. COURSE REIMBURSEMENT

Clerical staff members who wish to take courses to improve their skills may do so, and be reimbursed by the Board, with the prior approval of the Superintendent.

K. VACATIONS - 12 MONTH EMPLOYEES

1.

<i>Length of Service</i>	<i># of Days</i>
First 6 months	0 days
From 6 months to July 1	1 day/month

1 year – 5 years	12 days
6 years – 15 years	18 days
From 16 years	24 days

- All days are given on July 1 for the following year.
2. Vacation days shall not be cumulative, for either full time or part time employees.
 3. All years of service in the West Long Branch School District shall be considered as credit towards an employee's vacation eligibility.
 4. All years of part time service in the West Long Branch School District shall be considered as credit towards an employee's part time vacation eligibility, e.g., a twelve month employee who works part time shall be entitled to prorated vacation days.

L. HOLIDAYS – 12 MONTH EMPLOYEES

During the regular school year (that is, beginning with the first day of attendance for teachers and ending with the last day of attendance for teachers in a school year), the work days for employees employed on a 12-month basis shall follow the school calendar. Days during which school is closed during the regular school year shall be considered as holidays (non-work days) for employees. Independence Day and Labor Day shall also be considered as holidays for employees. An employee will be expected to work on holidays if directed to do so by his or her immediate supervisor because an emergency or a time-sensitive task requires the immediate attention of the employee. The requirements to work on holidays shall not cause any undue hardship for the employee (e.g., cancellation of prepaid vacation plans.)

M. HOLIDAYS – 10 MONTH EMPLOYEES

During the regular school year (that is, beginning with the first day of attendance for teachers and ending with the last day of attendance for teachers in a school year), the work days for 10-month employees shall follow the school calendar. Days during which school is closed during the regular school year shall be considered as holidays (non-work days) for employees. Employees shall work on non-school days between September 1 and the commencement of the regular school year and between the end of the regular school year and June 30th. Labor Day shall also be considered as a holiday for employees. An employee will be expected to work on holidays if directed to do so by his or her immediate supervisor because an emergency or a time-sensitive task requires the immediate attention of the employee. The requirements to work on holidays shall not cause any undue hardship for the employee (e.g., cancellation of prepaid vacation plans.)

N. WORK SCHEDULES

As permitted by law, employees will be granted 'comp' time. Comp time will be time calculated at time and a half redeemed as a monetary payment or as release time.

During teacher in-service and conference days, employees are encouraged to use time for collaborative planning.

O. TRANSITION DAYS

An employee shall be entitled to three (3) days with the replacement/substitute employee in the case of scheduled Board approved maternity leave, extended medical leave, and family leave during a regular school year.

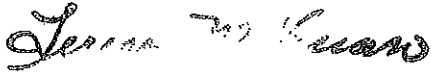
ARTICLE XIX SALARY GUIDE

The Salary Guide for the positions of Office Assistant, Child Study Team (CST) Secretary, School Secretary, and Accounts Payable Clerk is attached hereto as Exhibit C.

ARTICLE XX - AGREEMENT

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized officers and representatives.

WEST LONG BRANCH BOARD OF EDUCATION



Teresa Vaccaro, President
West Long Branch Board of Education

Date

**WEST LONG BRANCH
EDUCATION ASSOCIATION**

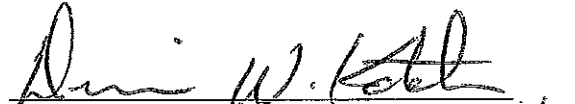


Lori Roberts, President
West Long Branch Education Association

Date

3/12/13

ATTEST:



~~Herbert C. Massa~~ Dennis W. Ketch
~~Interim Business Administrator/~~
Board Secretary

Date

3/12/13

WITNESS:



Date

3-12-13

EXHIBIT A
TEACHERS' SALARY GUIDE 2011 - 2012

	<i>BA</i>	<i>BA+30</i>	<i>MA</i>	<i>MA+30</i>
1-2	45,000	46,050	47,100	49,200
3-4	46,760	47,850	48,915	51,035
5	47,160	48,250	49,315	51,435
6	49,070	50,160	51,225	53,345
7	51,220	52,310	53,375	55,495
8	53,370	54,460	55,525	57,645
9	55,520	56,610	57,675	59,795
10	57,670	58,760	59,825	61,945
11	59,820	60,910	61,975	64,095
12	61,970	63,060	64,125	66,245
13	64,120	65,210	66,275	68,395
14	66,270	67,360	68,425	70,545
15	68,810	69,860	70,910	73,010

TEACHERS' SALARY GUIDE 2012 - 2013

	<i>BA</i>	<i>BA+30</i>	<i>MA</i>	<i>MA+30</i>
1-2	45,500	46,500	47,500	49,500
3-4	45,975	47,550	48,675	50,850
5	47,385	48,975	50,090	52,285
6	47,835	49,375	50,490	52,685
7	49,795	51,285	52,400	54,595
8	51,995	53,435	54,550	56,745
9	54,195	55,585	56,700	58,895
10	56,395	57,735	58,850	61,045
11	58,570	59,885	61,000	63,195
12	60,795	62,035	63,150	65,345
13	62,970	64,185	65,300	67,495
14	66,120	66,335	67,450	69,645
15	68,810	69,860	70,910	73,010

Doesn't match experience
yrs. of experience

TEACHERS' SALARY GUIDE 2013 - 2014

	BA	BA+30	MA	MA+30
1-2	46,000	46,500	47,500	50,500
3-4	46,700	47,765	48,875	51,075
(5)	46,875	48,065	49,650	51,925
6	48,285	49,890	51,065	53,360
7	48,735	50,290	51,465	53,760
8	50,695	52,200	53,375	55,670
9	52,895	54,350	55,525	57,820
10	55,095	56,500	57,675	59,970
11	57,295	58,650	59,825	62,120
12	59,470	60,800	61,975	64,270
13	61,695	62,950	64,125	66,420
14	64,470	65,100	66,275	68,570
15	68,810	69,860	70,910	73,010

EXHIBIT B

EXTRACURRICULAR ACTIVITY COMPENSATION
SCHEDULE 2011 - 2014

Advisors

Activity	2011 - 2012	2012 - 2013	2013 - 2014
Art Club I	1,489	1,534	1,580
Art Club II	1,489	1,534	1,580
Band	2,934	3,022	3,113
Books & Beyond	994	1,024	1,055
Choral Connections	2,934	3,022	3,113
Class Advisor Grade 8 (Position 1)	1,717	1,769	1,822
Class Advisor Grade 8 (Position 2)	1,717	1,769	1,822
Computer Club	1,489	1,534	1,580
Dramatic Arts - Director	2,200	2,266	2,334
Dramatic Arts - Assistant	1,489	1,534	1,580
Environmental Club	1,489	1,534	1,580
BME Performing Arts (Spring Show)	994	1,024	1,055
Intramurals	1,489	1,534	1,580
Partners in Reading	1,489	1,534	1,580
Media Studies (Newspaper)	2,934	3,022	3,113
National Honor Society	2,934	3,022	3,113
Odyssey of the Mind	1,489	1,534	1,580
Scrabble	1,489	1,534	1,580
S.I.T.E.	994	1,024	1,055
Spanish Club	1,489	1,534	1,580
Student Council (Position 1)	2,200	2,266	2,334
Student Council (Position 2)	2,200	2,266	2,334
Yearbook Advisor	2,934	3,022	3,113
Yearbook Assistant	1,489	1,534	1,580

EXHIBIT B
EXTRACURRICULAR ACTIVITY COMPENSATION
SCHEDULE 2011 – 2014 (con't)

Coaches

<i>Sport</i>	<i>2011- 12</i>	<i>2012 - 13</i>	<i>2013 - 14</i>
Boys Basketball	3,223	3,320	3,419
Girls' Basketball	3,223	3,320	3,419
Cheerleading	3,223	3,320	3,419
Boys' Soccer	2,915	3,002	3,093
Girls' Soccer	2,915	3,002	3,093
Field Hockey	2,915	3,002	3,093
Softball	2,877	2,963	3,052
Baseball	2,877	2,963	3,052
Cross Country	2,757	2,840	2,925
After School Activities Director	4,902	5,049	5,201

EXHIBIT C

**OFFICE ASSISTANT, CHILD STUDY TEAM SECRETARY,
SCHOOL SECRETARY & ACCOUNTS PAYABLE CLERK**

SALARY GUIDE 2011 – 2012

Step	Office Assistant (12 Month)	CST Secretary	School Secretary (12 Month)	Accounts Payable (12 Month)
1 - 2	23,278	25,561	28,413	31,266
3 - 4	23,976	26,328	29,265	32,204
5 - 6	25,641	27,594	31,259	33,735
7 - 8	27,748	28,782	33,232	35,199
9 - 10	32,100	31,322	36,854	38,329
11 - 12	32,799	34,095	40,498	41,748
13	33,716	37,124	41,301	45,481
14	35,169	38,741	43,107	47,474
15	36,688	40,432	44,993	49,556
16	38,870	46,965	47,597	52,435

SALARY GUIDE 2012 – 2013

Step	Office Assistant (12 Month)	CST Secretary	School Secretary (12 Month)	Accounts Payable (12 Month)
1 - 2	23,500	27,500	28,500	31,500
3 - 4	23,970	28,325	29,070	32,288
5 - 6	24,455	28,375	29,851	33,009
7 - 8	26,154	28,422	31,884	34,578
9 - 10	28,303	29,646	33,897	36,079
11 - 12	33,384	32,262	37,591	39,288
13	33,455	35,118	41,713	42,792
14	34,390	38,238	42,127	46,618
15	35,873	39,904	43,969	48,661
16	37,422	41,645	46,509	50,795

SALARY GUIDE 2013 – 2014

Step	Office Assistant (12 Month)	CST Secretary	School Secretary (12 Month)	Accounts Payable (12 Month)
1 - 2	23,700	27,700	28,700	31,700
3 - 4	24,293	28,305	29,325	32,385
5 - 6	24,569	28,892	29,651	32,933
7 - 8	25,067	28,925	30,448	33,669
9 - 10	26,808	28,990	32,521	35,269
11 - 12	29,010	30,239	34,575	36,801
13	34,218	32,907	38,343	40,073
14	34,292	37,867	42,547	43,647
15	35,250	39,003	43,391	47,550
16	36,769	40,702	44,848	49,634