

**AGREEMENT BETWEEN**

**LITTLE SILVER  
BOARD OF EDUCATION**

**AND THE**

**LITTLE SILVER  
EDUCATION ASSOCIATION**

**JULY 1, 2021**

**TO**

**JUNE 30, 2024**

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THIS AGREEMENT is entered into this 1st day of July, 2021, by and between the Board of Education of Little Silver, New Jersey, herein called the "Board", and the Little Silver Education Association, hereinafter called the "Association."

**Article I  
RECOGNITION**

- A. Pursuant to Chapter 123 of 1974, Public Laws of the State of New Jersey, known as the New Jersey Employer-Employee Relations Act, the Little Silver Board of Education hereby recognizes the Little Silver Education Association as the Exclusive representative for collective negotiations concerning the terms and conditions of employment for only full time certificated personnel under contract with the Board, or on leave from the school district, including by way of limitation Teachers, Nurses, School Psychologists, Learning Disabilities Teacher Consultant, Social Worker, School Counselors, Librarians but excluding the Superintendent, Principals, as well as Secretaries, Administrative Office Personnel and Custodians.
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.
- C. Unless otherwise indicated, the term "full time" when used hereinafter in this Agreement, shall refer to any certificated person continuously employed under contract for 20 hours or more per week.

**Article II  
NEGOTIATION PROCEDURE**

- A. In accordance with the provisions of Chapter 123 of Public Laws of 1974, the parties agree to commence collective negotiations on a successor agreement not later than dates set forth by the Public Employment Relations Commission
- B. Upon reasonable request by the president of the Association, the Board agrees to make known to the president when and where the Association may obtain documents that the Board is required by law to release, including annual audit, tentative budget after approval by the County Superintendent, agenda of Board meeting during the school day of meeting, approved minutes, and names and addresses of all teachers in unit.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.
- D. 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.

- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**Article III  
GRIEVANCE PROCEDURE**

**A. Definition:**

A "grievance" shall mean a complaint by a teacher or the Association that there has been a violation, mis-interpretation or misapplication of the terms and conditions of this Agreement or those Board policies which affect the terms and conditions of employment. A grievance to be considered under this procedure must be initiated in writing by the teacher or the Association within thirty (30) calendar days from the time when the teacher or the Association knew or should have known of its occurrence. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

**B. Procedure:**

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant or the Association to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
  - b. It is understood that the grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
2. Any complainant who has a grievance shall discuss it with his/her Principal in an attempt to resolve the matter informally at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, he/she shall initiate a grievance in writing to the Principal specifying:
  - a. the nature of the grievance;
  - b. the nature and extent of the injury, loss or inconvenience;
  - c. the results of previous discussions;
  - d. his/her dissatisfaction with decisions previously rendered.

The Principal shall communicate his/her decision in writing to the grievant within five (5) school days of his/her receipt of the written grievance.

4. The grievant, no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the

Superintendent must be made in writing reciting the matter submitted to the Principal as specified above and his/her reasons for dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible and the Superintendent shall communicate his/her decision in writing to the grievant, the Association and the Principal within a period not to exceed ten (10) school days.

5. If the grievance is not resolved to the grievant's or Association's satisfaction, he/she or them, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education.

The Board, or committee thereof, shall review the grievance. At the option of the Board, it may hold an informal hearing with the grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within thirty (30) calendar days of receipt of the appeal. If the Board makes the decision not to hold a hearing, the grievant and the Association shall be notified of this decision not later than thirty (30) calendar days after receipt of the appeal. Grievances to be presented to arbitration shall be limited to the application or interpretation of this written Agreement. Decisions of the Board in the following matters shall be final and such decisions shall not be subject to the arbitration procedure:

- a. a complaint of a non-tenured teacher which arises by reason of his/her not being re-employed; or
  - b. a complaint by any certified personnel occasioned by lack of appointment to or lack of retention in any position for which tenure is either not possible or not required; or
  - c. a complaint arising from an alleged mis-application of Board Policy, except if the complainant wishes to appeal such decision to the Commission of Education.
6. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of this Agreement.
  7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, it shall so notify the Board in writing to the superintendent within ten (10) school days of receipt of the Board's decision.
  8. a. A request for arbitration shall be made by either party to the PERC. The parties agree to be bound by the voluntary labor rules of the American Arbitration Association.
  - b. The arbitrator shall limit him/herself to the issues and shall consider nothing else. He/She can add nothing to or subtract anything from the Agreement between the parties or any policy of the Board of Education. The decisions of the arbitrator shall be binding on the parties. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's award, which shall be rendered within thirty (30) days of the completion of the arbitrator's hearing.

9. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

**C. Rights of Teachers to Representation.**

1. Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or, his/her option, by a representative selected or approved by the Association.
2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and receive a copy of all decisions rendered.
3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to this personal grievance.

- D. 1. If, in the judgment of the Association, a grievance affects a group or class of teachers in more than one school, the Association may submit such grievance in writing directly to the Superintendent and the processing of such grievance shall commence at that level. The Association shall have the exclusive right to pursue such grievances

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Association and Board and given appropriate distribution so as to facilitate operation of the grievance procedure.

**E. Costs.**

1. Each party will bear the total cost incurred by them.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

**Article IV  
ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Representatives of the Association, the Monmouth County Education Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at reasonable times provided that notification has been given to the building principal.
- B. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings provided permission has been granted by the Superintendent.

- C. The Association shall have the exclusive use of a bulletin board in each faculty lounge in each building for internal Association activities.
- D. The Association shall have the right to a reasonable use of school mailboxes as it deems necessary for distribution of Association related materials.
- E. The rights and privileges of the Association and representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organization.
- F. The Board shall send to the Association copies of all bulletins that go out to personnel represented by the Association.
- G. The Association may appoint a member of the Committee which plans the orientation program.
- H. The Association shall have the right to use school facilities and equipment designed for teacher use for internal Association matters on a reasonable basis. The use of equipment shall include typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use and the result of this equipment will be for distribution members. The Association shall pay for the actual cost of replacement of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

**Article V**  
**TEACHERS' RIGHTS**

- A. No teacher shall be disciplined, reprimanded in writing, reduced in rank or given an adverse evaluation of his/her professional services without just cause.
- B. Whenever any teacher is required to appear before the Superintendent or his/her designee together with any other person, the Board or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increment pertaining thereto, he/she 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 and represent him/her during such meeting or interview.
- C. No teacher shall be prevented from wearing pins or other standard identification of membership in the Association or its affiliates.
- D. The teacher shall maintain the right and responsibility to determine grades and other evaluations of students within the grading policies of the Little Silver School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation of a student shall be changed without consulting the teacher if possible.
- E. Teachers shall perform regularly assigned duties to the best of their ability. Teachers shall remain under the direct supervision of superiors as deemed appropriate by the Superintendent and Board of Education, notwithstanding pending grievances, New Jersey Commissioner of Education decisions, and court cases. Teachers shall perform their

professional charge in accordance with the laws of the United States and New Jersey and rules of regulations of the New Jersey Commissioner of Education and the New Jersey State Board of Education.

**Article VI  
TEACHERS' WORK YEAR**

**A. In-School Work Year**

1. Ten (10) month personnel. The in-school year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional three [3] full days of orientation) shall not exceed one hundred and eighty-five (185) with a maximum of one hundred and eighty (180) days allocated to pupil contact time. In the event of school closings, pupil contact days will be reduced until the state minimum of one hundred and eighty (180) days is reached. At such time as it becomes impossible to attain one hundred and eighty (180) pupil days of school the emergency days will be inserted into the calendar at the Board's discretion.

**B. School Calendar**

1. The school calendar will be developed by the administration.
2. The school calendar for each year shall become a part of this Agreement. If any changes to the school calendar are made by the Board after its adoption, the Association shall be provided with notice of said changes.

**C. Conferences**

There shall be a maximum of five conferences. Up to four conferences shall be in the Fall. The Fall conferences shall be two (2) day conferences and two (2) night conferences. One conference shall be in the Spring, which shall be a night conference. Conferences shall be two hours in duration.

**D. Curriculum Writing and Extended School Year ("ESY")**

Curriculum writing, defined as being formal curriculum writing done at Step 2 of the Little Silver Five Year Curriculum plan, and ESY instruction shall be paid at the rate of \$40.00 per hour for the 2021-2022 and 2022-2023 school years and \$45.00 per hour for the 2023-2024 school year. Curriculum writing & ESY will be on a volunteer basis.

**E. Other Work**

Other work, including, but not limited to, attendance at after school in-district workshops, after school committee meetings, etc. will be paid at the rate of \$19.00 per hour. Other work will be on a volunteer basis.

**F. Extended Days for Professional Development**

The Board will provide an allotment of extended days for professional development. Attendance is voluntary; however, the first 4.5 hours of voluntary attendance for these



courses shall not be paid. Attendance beyond the 4.5 hours is paid, pursuant to the terms in the existing agreement.

**G. Back to School Night**

Teachers will be required to attend one evening Back-to-School Night per year, with hours to be determined by the Superintendent after consultation with the Association.

**Article VII  
TEACHING HOURS AND TEACHING LOAD**

- A. The length of the school day shall be seven (7) hours and fifteen (15) minutes with the exception of Fridays and on the day before a holiday when it will be seven (7) hours.
- B. Teachers may leave the building during their scheduled duty free lunch periods.
- C.
  - 1. Teachers may be required to remain after the end of the regular workday for the purpose of attending faculty meetings. There shall be only one (1) administration meeting in the month of September and one (1) administration meeting in the month of June, unless the Superintendent, in his/her discretion determines that two (2) meetings are necessary.
  - 2. Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, except in cases of emergency as determined by the Superintendent.
  - 3. The notice of and tentative agenda for any meeting shall be given to the teachers involved at least one (1) day prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- D. Field trips shall be scheduled and implemented after discussion between the Administration and the involved teacher(s). Written permission for field trips shall be obtained from the Superintendent to guarantee insurance coverage as a school-sponsored activity.
- E. The weekly schedule of each teacher who is regularly scheduled to meet with pupils shall contain preparation time for the purpose of planning, record keeping, and other related activities and attendance at I&RS; CST; IEP and PD meetings not to exceed four (4) times per year.

All teachers shall be scheduled by the Board for a minimum of 370 minutes per 6 day cycle, for the purposes of uninterrupted individual preparation time at Markham Place School and 390 minutes per 6 day cycle for the purposes of uninterrupted individual preparation time at Point Road School. These prep periods shall not be in more than two intervals per day, with no interval being less than 25 minutes, except on those days when the regular student day is shortened; however, the individual preparatory period for related arts teachers at Point Road School shall not be less than a 20 minute interval.

Common planning time shall be defined as grade level team preparation time, which includes, but not limited to, discussions pertaining to instructional practices and assessments. Markham Place School teachers shall have two intervals of 25 minutes per 6 day cycle, for the purposes of common planning time, and Point Road School teachers shall have one interval of 55 minutes per 6 day cycle, for the purposes of common planning time.

The Administration shall be able to set an agenda no more than six (6) times per school year. If a situation should arise where the Administrator needs a further meeting(s) with a set agenda, he or she shall confer and agree with the Association President to try and meet this accommodation.

Maximum instructional time for Markham Place teachers shall not exceed 1770 minutes per 6 day cycle.

Maximum instructional time for Point Road teachers shall not exceed 1685 minutes per 6 day cycle.

- F. Any teacher assigned by the administration to substitute for another teacher (i.e., class period coverage); will be compensated at the rate of \$32.00 per hour.
- G. Teachers who, upon the prior approval of the Superintendent, make presentations at district-sponsored workshops which occur during the school year outside the normal work day shall be reimbursed at a rate of \$53.00 per hour for the presentation time only; teachers who make a presentation shall not be paid additional compensation for the time attending the workshop.

Teachers who attend district-sponsored workshops which occur during the school year outside the normal work day shall be reimbursed at a rate of \$19.00 per hour. Attendance at such workshops shall be voluntary.

- H. A list of extra-curricular activities shall be posted by the Superintendent in each school building including a deadline for applying for said activities. Teacher participation in approved extra-curricular activities may be voluntary, but if there is no qualified volunteer for an approved activity, the assignment to participate in such an activity shall be made by the Superintendent, subject to Board approval. If there are two (2) or more qualified applicants for the same position, the assignment may be made on a rotating basis; decisions shall be made by the Superintendent based on educational and program considerations.

Any teacher who engages in an approved extra-curricular activity will be paid in accordance with the attached schedule "A".

## Article VIII PERSONAL LEAVE

### A. Bereavement

1. An employee may be absent with full pay for five (5) days, per occurrence, in the event of the death of parents.
2. An employee may be absent with full pay for six (6) days, per occurrence, in the event of the death of a spouse, domestic partner, civil union partner, or children.
3. An employee may be absent with pay for five (5) days, which are not cumulative, in the event of death of brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, or any other person whom at the time of death was a member of the teacher's household or for whom the teacher was the primary care giver.

4. An employee may be absent with full pay for death of another relative or close friend for one (1) day which is not cumulative.

#### **B. Family Illness**

An employee may be absent with full pay for emergency serious illness in the immediate family for up to four (4) days which are not cumulative.

#### **C. Personal Days**

1. Up to four (4) days per year shall be granted by the Superintendent for personal business only where the absence during the school hours cannot be avoided. Personal business shall be limited to legal, business, household, or family matters. Such leave shall be granted with full pay. Three (3) days of personal leave shall be granted without a reason being stated. The employee shall state the reason for the remaining day. Up to three (3) of the unused personal days will be carried over to cumulative sick days per year.
2. Written notice shall be submitted five (5) days in advance of the date requested to the Superintendent. The five (5) day notice requirement shall be waived in case of emergency.
3. Personal days will not be granted on the day prior to or following a holiday or scheduled school recess or on the first or last five (5) days of the school year. An exception may be made by the Superintendent if the request is presented in writing.

#### **D. Professional Days**

The Superintendent may require or permit any employee to attend meetings, visit other school systems, and be absent from his/her regular duties for professional reasons without loss of salary or sick leave.

#### **E. Other Leave Days**

1. Temporary Military. A teacher shall be granted the time necessary for temporary active duty in any unit of the U.S. Reserves or the State National Guard. A teacher shall be paid his/her regular pay in addition to any pay which he/she receives from the State or Federal Government.
2. Emergency Leave. A situation or event which cannot be anticipated may be granted with full pay by the Board.
3. President LSEA. The President of the Little Silver Education Association shall be granted a maximum of three (3) days leave with full pay for professional association business. Such leave shall not be cumulative. Application to the Superintendent must be formally made at least two school days prior to requested leave and shall include the reason for the requested leave.

If a leave day is requested which does not exceed two hours, the name(s) of the teachers who will cover the President's scheduled classes shall be included in the request. Leave shall not be granted the day prior to or following a holiday or vacation

and during the first or last two weeks of the school year. The Association shall reimburse the Board for full day leave at the prevailing salary for substitutes.

#### F. Pregnancy/Disability Leave

1. Employees shall be eligible for leaves of absences for medical reasons associated with pregnancy on the same terms and conditions governing leaves of absence for other illnesses or medical disabilities, as set forth in N.J.S.A. 18A:30, and this agreement.

Any teacher granted pregnancy leave without pay during the period of her disability according to the provisions of this section, may at her discretion elect to use all or any part of her accumulated sick leave during the period of such leave. Disability due to pregnancy is defined as one month prior and one month after the birth of the child.

2. A teacher who anticipates a disability shall notify the Board in writing, ninety (90) days prior to the anticipated commencement of the disability leave period. The ninety (90) day period shall be waived in case of emergency.
3. The Board may require any teacher to produce a certificate from a physician in support of the requested leave dates. If the Board's physician is in disagreement the conflict of medical opinions shall be resolved by a physician selected by the Monmouth County Medical Society. Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the granting of leave for those dates would substantially interfere with the administration of the school and provided that such change by the Board is not medically contraindicated.

Following the granting of such leave to any teacher, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon a finding that such extension or reduction would substantially interfere with the administration of the school and provided that such date change by the Board, is not medically contraindicated. The Board may require any teacher to produce a certificate from a physician in support of the extension or reduction of requested leave dates provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved by a physician selected by the Monmouth County Medical Society.

4. A teacher returning from pregnancy leave of absence shall be entitled to all benefits to which teachers returning from other types of sick or disability leave would be entitled.
5. No tenured or non-tenured teacher shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any teacher after birth of her child to produce a certificate from her physician showing that she is physically capable of resuming her duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved by a physician selected by the Monmouth County Medical Society.

6. An employee who is out on a maternity disability leave of absence shall notify the Board by March 15, in the year after the leave commences, of the employee's intention to return to work.

#### **G. Childcare Leave**

1. Any tenured or non-tenured teacher seeking a leave of absence for childcare shall apply to the Board for said leave, in writing, ninety (90) days before the anticipated commencement of the leave. The ninety (90) day period shall be waived in case of emergency. When the leave is to commence in September, the teacher shall provide notice of the date of the anticipated commencement of the leave by the prior May 1, except in the case of emergency as attested to by the appropriate documentation.
2. Contractual childcare leave may be granted immediately upon termination of the pregnancy/ disability leave or at the beginning of a new marking period. Such 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 sole discretion of the Board of Education.
3. Childcare leave is available to eligible teachers in accordance with the federal Family and Medical Leave Act (FMLA), the state Family Leave Act, or the provisions of this article. An employee opting for FMLA leave shall not be eligible for contractual leave.

#### **H. Family Leave**

Leaves of absence for reasons of the serious illness or the health condition of a family member of the employee may be granted in accordance with the terms of the federal Family and Medical Leave Act (FMLA) for eligible employees, which provides for up to twelve (12) weeks in any twelve (12) month period, or the state Family Leave Act.

#### **I. Sick Leave**

1. Sick leave will be ten (10) days per year for those on a ten (10) month contract for personal illness with unused days accumulating without limit. For those on an eleven (11) month contract, eleven (11) days of sick leave will be granted. For those on a twelve (12) month contract, twelve (12) days of sick leave will be granted. The Board may grant additional sick leave in special cases provided that satisfactory evidence of hardship is presented in writing to the Superintendent. The teachers shall be given written accounts of accumulated sick leave days as early as possible in each school year.
2. Any employee who, due to personal illness only, exhausts annual plus accumulated sick leave may be paid the difference between his/her salary and that paid the substitute for such period of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200 of the annual salary.

#### **J. Extended Leave**

1. a. A one (1) year leave of absence without pay may be granted up to one teacher per year for the purpose of continuing education intended to enhance the teacher's

ability to contribute to the district's programs. Applications for such leave should be submitted by January 31 prior to the commencement of such leave.

- b. Upon return from extended leave, the teacher may be credited with one additional year of service and advanced on step on the salary guide and be granted any salary increase agreed upon by the Board and the Association for teachers of equivalent years' service providing a written report of the teacher's activities during the period of leave be submitted to and accepted by the Board.
2. A one year unpaid leave of absence for personal reasons shall be granted to a maximum of one tenured teacher per year from the District; in the event that two or more tenured teachers apply for this leave in any given year, the teacher with the most seniority in the Little Silver School District shall be granted this leave of absence. Application for such leave must be submitted by April 30th prior to the commencement of such leave.
  3. An extended leave may be granted by the Board for the purpose of furthering the teacher's graduate studies. This leave must be academic on a full-time basis. A teacher must have seven (7) years' experience in the district and apply to the Board by January 31. One (1) leave may be granted annually with the understanding that the teacher will return to the district for at least two (2) years after the end of the leave period. Compensation will be at the rate of 1/2 pay for a full year. A promissory note will be signed guaranteeing reimbursement to the Board of the expenses incurred if the two (2) year commitment is not completed.
- K. A teacher is deemed to have had one (1) year of service in the school district if he/she has taught for at least ninety (90) school days during the school year.
- L. All extensions or renewals of leave shall be applied for and granted or rejected in writing.

#### **Article IX MANAGEMENT RIGHTS**

- A. The Association recognizes that the Board of Education may not, by Agreement, delegate authority and responsibility which by law are imposed upon and lodged with the Board of Education.
- B. The Board of Education reserves to itself, subject to the limitation imposed by this contract sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Department of Education, to do the following:
  1. Direct employees of the Board of Education;
  2. Hire, assign, promote, transfer and retain employees covered by this Agreement with the Board of Education or to suspend, discharge or to take disciplinary action against employees;
  3. Make work assignments which relieve employees from duties because of any legitimate reason;

4. Maintain the efficiency of the Board of Education operation entrusted to them, and;
5. Determine the method, means and personnel by which such operations are to be conducted.

**Article X  
NON-TEACHING DUTIES**

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Time in a teacher's schedule, in addition to contractual prep time and duty-free lunchtime, may be used for non-teaching duties during the student school day. Effective July 1, 2019, Teachers at Markham Place School shall have a 45 minute, duty-free lunch. Additional time will not be used for student contact time. Teachers at Point Road School shall have a 60 minute, duty-free lunch.

**Article XI  
TEACHER EMPLOYMENT**

**A. Placement on Salary Schedule**

Adjustment to Salary Schedule. Any teacher employed prior to February 1 for the balance of the school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

Credit for a maximum of ten (10) years prior teaching experience may be granted teachers new to Little Silver Schools. Additional experience credit beyond ten (10) years may be granted by the Board of Education on the recommendation of the Superintendent.

**B. Notification of Contract and Salary**

Teachers shall be notified of their contract and salary status for the ensuing year pursuant to N.J.S.A. 18A:27-10.

**Article XII  
SALARIES**

**A. Salary Schedule**

The salary of each teacher covered by this Agreement is set forth in Schedules "B," "C" and "D," which are attached hereto and made a part hereof.

**B. Method of Payment**

1. Ten (10) Month. Each teacher employed shall be paid in twenty (20) equal semi-monthly installments on the fifteenth (15) and thirtieth (30) of the month.
2. Exceptions. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day unless an emergency exists.

3. Final Pay. Each teacher shall receive his/her final pay on his/her last working day in June provided his/her duties and obligations have been fulfilled.
4. Summer Pay Plans. Each teacher may individually elect to have ten percent (10%) of his/her monthly salary deducted from his/her pay to be placed in a savings account at the Monmouth- Ocean Federal Employees Credit Union, Neptune, NJ.

**C. Service Increments**

Service increments may be granted to teachers after 15, 18, 21, and 25 years of service in the Little Silver Schools. Prior approval of the Superintendent shall be required. (Appendix p. 29)

**Article XIII  
TEACHER ASSIGNMENT**

All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year no later than August 1, except in cases of emergencies or unusual circumstances.

Revisions. In the event that changes in such classes and/or subject assignments, building assignments or room assignments are proposed after August 1, any teacher affected shall be notified promptly in writing. Upon the request of the teacher, changes may be discussed with the Superintendent or his/her representative and the teacher affected, and at his/her options a member of the Association.

**Article XIV  
POSTING OF VACANCIES AND TRANSFERS**

- A. As soon as practical, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies and promotional positions when they exist. The listing shall include a deadline for filing which shall be at least two (2) weeks from the date of posting. Vacancies existing after July 15 to the opening of school need not be included in the two week deadline for filing. During the time that school is not in session, the Superintendent shall notify the President of the Association, or the Vice President, Secretary or Treasurer, in that order, if the President cannot be contacted.
- B. Filing request. 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. Such statement shall include the grade(s) and/or subject(s) to which the teacher desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1 unless the position is posted later.
- C. Criteria for assignment. The Superintendent shall make his/her recommendations to the Board based on his/her best estimate of the qualifications of the available candidates and the well-being of students.
- D. Notification of a transfer or reassignment shall be given to teachers as soon as practical and except in cases of emergency not later than June 15.



- E. Meeting and appeal. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent at which time the teacher shall be notified of the reason therefore. In the event the teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him/her again and teacher may, at his/her option, have an Association member present at such meeting.

**Article XV  
DEDUCTIONS FROM SALARY**

- A. The Board agrees to deduct from the salaries of its teachers' dues for the Little Silver Education Association, Monmouth County Education Association the New Jersey Education Association, and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969, (N.J.S.A. 52:14-15, 9e) and under the rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

**Article XVI  
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

A brief definition of the duties and responsibilities of all administrators, supervisors, and other personnel pertaining to student behavior shall be reduced to writing by the Principal of each school, and if approved by the Superintendent, presented to each teacher at the start of the school year.

**Article XVII  
TEACHER EVALUATION**

Tenured/Non-tenured teachers will be observed and evaluated each in accordance with law "Teach NJ." Anonymous communication shall not be considered in any teacher evaluation. Upon receipt of the evaluation, a conference shall be arranged with the evaluator to discuss the observation. At the conclusion of the post-observation conference, the teacher will sign the evaluation sheet. Such signature does not constitute agreement with the evaluation, but merely that the teacher has read the same. A teacher shall have the right to file a written reply to the evaluator for any evaluation which shall then be attached and made part thereof.

Personnel files. A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive a copy, at Board expense, of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review. This right shall not include correspondence dealing with the teacher's experience prior to employment in the district.

Copies of evaluation. A teacher shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it unless parties mutually agreed to meet sooner. 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.

A copy of the current evaluation form will be made available to all teachers.

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 materials. 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.

Final evaluation of a teacher upon termination of his/her employment shall be conducted prior to severance and no documents and/or other material shall be placed in the personnel folder of such teacher after severance except as permitted by law. (See Fairview, PERC #80-18.)

#### **Article XVIII MISCELLANEOUS**

##### **A. Statutory Saving Clause**

Nothing contained herein shall be construed to deny or restrict to any teacher or the Board such right as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere under the law.

##### **B. Discrimination**

The Board and Association agree that there shall be no discrimination and that they will abide by all federal and state rules and regulations.

##### **C. Separability**

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.

##### **D. Compliance Between Individual Contract and Master Agreement**

Any individual contract between the Board and an individual teacher, heretofore or 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.

#### **E. Agreement Copies**

Copies of this Agreement shall be printed within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed and hereafter employed. This expense shall be shared equally.

#### **F. Notice**

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 certified letter at the following addresses:

1. If by Association, to Board at 124 Willow Drive, Little Silver, New Jersey 07739
2. If by Board, to Association at building of Association President.

### **Article XIX HOME INSTRUCTION**

Teachers shall be paid at an hourly rate of \$45.00 per hour commencing with the 2021-2022 school year. Such work shall be on a volunteer basis.

### **Article XX TUITION REIMBURSEMENT**

College or university courses approved by the Superintendent may be taken by full time certified teachers at any time and will be reimbursed by the Board of Education in a sum not to exceed \$3,000.00 per teacher per year, July 1 to June 30. Course approval request shall be submitted no later than August 15 for fall semester, December 15 for spring semester, and May 15 for summer classes. Exceptions to the deadlines may be granted by the Superintendent in emergency circumstance.

Reimbursement will be made when an official transcript or other acceptable evidence of satisfactory completion of the course or courses is submitted to the Superintendent with a grade of B, or better, with the exception of those graduate level courses which utilize a Pass/Fail method of evaluation. Reimbursement will then be made on a Pass grade.

In order to assist the Board in planning the budget teachers will be surveyed prior to April 1 to determine their intent to enroll in a college or university course.

### **Article XXI INSURANCE**

- A. The Board agrees to pay the full premium for medical insurance for each eligible employee and dependent(s) at a level of benefits equal to or better than the School Employee Health Benefits Program. The Board shall pay the monthly premiums for single, parent, child, 2 adults, or family coverage subject to the employee premium contributions set forth in Chapter 78. The Board shall have the right to offer an incentive payment for a complete waiver of Board health insurance in the amount of twenty-five (25) percent of the premium savings of the Plan, but not to exceed \$5,000, to the employee who can establish that they

already have coverage. All employees will be covered under NJ Direct 15, unless the employee opts into a lower cost plan.

- B. Employees receiving health care pursuant to Chapter 44 shall contribute to the cost of premium as required by law.
- C. The Board shall pay the full premium of dental care insurance for the employee only.
- D. Any additional family dental coverage will be paid by the employee at group rates if the minimum percentages of persons sign up for coverage.
- E. People covered under this contract retiring on or after the effective date of this contract may have the option of continuing dental coverage by paying group rates.

**Article XXII  
REIMBURSEMENT OF UNUSED SICK LEAVE**

Reimbursement of unused sick leave upon normal retirement is limited to those teachers employed in the district for ten (10) consecutive years and shall be paid in accordance with the following formula:

- 1-100 days at \$35 per day to a maximum of \$3500
- 101-150 days at \$40 per day to a maximum of \$2000

Teachers shall notify the Business Office on or before December 31 of their intention to retire at the conclusion of the school year in order to receive payment by July 15 in the year they wish to retire. Failure to notify the business Office may result in payment in the year following the year the teacher retires.

**Article XXIII  
DURATION OF AGREEMENT**

**Duration Period**

This contract shall commence on July 1, 2021, and shall expire on June 30, 2024. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

**LITTLE SILVER EDUCATION ASSOCIATION**

By: .....  
 President Date:

By: .....  
 Secretary Date:

LITTLE SILVER BOARD OF EDUCATION

By: .....  
President Date:

By: .....  
Secretary Date:

**SCHEDULE "A"**  
**LITTLE SILVER SCHOOLS**  
**EXTRA CURRICULAR STIPENDS**

<b>Stipend Position</b>	<b>Amount</b>
After School Facilitator-MPS	1,782
After School Facilitator-PRS	1,782
White Concert Band Level 1	1,428
Blue Concert Band Level 2	1,428
Band-4th	2,985
Baseball/Softball-Boys	3,555
Baseball/Softball-Girls	3,555
Basketball Coach-Boys	3,840
Basketball Coach-Girls	3,840
Bus Supervisor	3,627
Central Detention Supervisor	49/session
Chaperone-Overnight trip	341/night
Cheerleading	3,127
5/6 Chorus	1,063
7/8 Chorus	1,063
Chorus-PRS	3,555
Computer Club-MPS	1,849
Cross Country Coach	2,715
Cross Country (Assistant)	1,359
CyberPatriots	2,625
Homework Club-PRS	3,697
Jazz Band-MPS	1,428
Morning Aide	3,770
Noon Hour Assistants	3,697
Orchestra	1,063
Safety Patrol	1,777
Soccer Coach-Boys	3,697
Soccer Coach-Girls	3,697
Student Council Advisor	1,777
Supervisor of Games	49/session
Track Coach-Boys	3,414
Track Coach-Girls	3,414
Track Coach (Assistant)	1,707
Upper Grade Theatrical Production	4,408
Yearbook Advisor	1,423