

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE LONG BRANCH BOARD OF EDUCATION  
AND  
THE LONG BRANCH FEDERATION OF TEACHERS  
2020-2023**

1. The Long Branch Board of Education and the Long Branch Federation of Teachers bargaining teams agree to recommend the following to their respective sides for ratification.
2. The following is subject to ratification by both parties.
3. All provisions of the 2020-2023 Collective Bargaining Agreement that are not modified herein will be included in the Successor Agreement.
4. All bargaining proposals that are not included herein are withdrawn.

**Article 3         J1     GRIEVANCE**

**NEW:** A grievant may file a claim with the office of Civil Rights by mail: U.S. Dept. of Education, 32 Old Slip, 26<sup>th</sup> Floor, New York, NJ 10005-2500; telephone: 1-646-428-3800; FAX: 1-646-428-3843; or email: [OCR.NewYork@ed.gov](mailto:OCR.NewYork@ed.gov)

**Article 3         J2     GRIEVANCE**

**NEW:** A grievance can end at any level in the process if mutually agreed upon by both sides.

**Article 6         A6     SICK LEAVE**

**Definition:** Sick Leave is hereby defined to mean "the absence from his/her post of duty because of personal disability due to illness or injury or because he/she has been excluded from school by the school district medical authorities on account of a contagious disease by virtue of being quarantined for such disease by his/her immediate household.

**Exception –** "absence from post of duty to accident on the job covered by Workers' Compensation, N.J.S.A. 34:15-1 et. Seq., shall not be charged against sick leave. Such absences shall be paid for at full rate of pay.

**NEW:** An employer shall permit an employee to use the earned sick leave accrued pursuant to this act for any of the following:

**NEW:** Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee.

**NEW:** Time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member.

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**NEW:** Absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to all the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence.

**NEW:** Time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; or

**NEW:** Time needed by the employee in connection with a child of the employee to attend a School related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability. The Board has established policies and procedures for relevant applicants. The Board shall provide a platform available to all employees for the sole purpose of reporting an employee's absence from school during school days, and every employee shall be required to report his/her absence through the platform. Any absence reported after the designated time on the platform shall be reported directly to the employee's principal or the principal's designated agent.

**Article 6**      **B2**      **OTHER TYPES OF TEMPORARY LEAVE**

**NEW:** Employees absence caused by death in the immediate family shall receive full salary for a period not to exceed five (5) consecutive days, per death.

Add: Aunt and Uncle

**Article 6**      **C**      **UNPAID LEAVE OF ABSENCE**

**NEW:** Personal Business – Employees who are absent from school for causes other than those covered in this article or absent beyond times provided for, will have full salary deducted. Exceptional causes may be referred to the Board of Education through the Office of the Superintendent of Schools for special consideration. Requests for personal business must be submitted through the district's approved platform as far in advance as possible; and normally not less than one week.

**Article 6**      **D**      **MATERNITY LEAVE OF ABSENCE**

**CHANGED:** *(in alignment with new law)*

**Article 6**      **E1**      **VACATIONS**

**CHANGED:** 12-month technology employees shall be entitled to vacation pay with pay based on the annual rate of pay of the employee when vacation is taken.

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**Article 6 E2 VACATIONS**

**CHANGED:** 12-month technology employees shall receive vacation pay as follows:

During 1<sup>st</sup> year of service, after 3 months ten pro-rated days will be available for use. After completion of 1<sup>st</sup> full year of service until end of 5<sup>th</sup> year of service, 10 days per year. At beginning of 6<sup>th</sup> year of service until end of 14<sup>th</sup> year of service, 15 days per year. At beginning of 15<sup>th</sup> year of service: 20 days per year.

**Article 6 E3 VACATIONS**

**DELETED**

**Article 6 E4 VACATIONS**

**DELETED 1<sup>st</sup> sentence**

**Article 7 A INSURANCE**

**ADDED:** \$100 credit towards contributions payable as of September 2021 and 2022.

**Article 7 B INSURANCE**

**ADDED:** Those members who waive benefits will receive \$100 increase providing the total amount does not exceed \$5,000. Any member of the EHP or GSP will not be compensated. This is subject to mutual amount on specific amounts.

**Article 9 A EVALUATION**

**CHANGED:** All evaluations and formal observations of employees shall be processed through the district evaluation platform.

**Article 9 B EVALUATION**

**CHANGED:** Employees shall be given access to all observation and evaluation report before such reports are placed in the employee's personnel file. The employee shall acknowledge that he/she has reviewed such reports by electronic signature. Such signature shall merely signify that the report has been reviewed and is not construed as evidencing agreement with the content. If the employee refuses to electronically sign, it shall be noted, dated and witnessed.

**Article 10 B EMPLOYEE WAGES AND SALARIES**

Year 1: 3.5%

Year 2: 3.2%

Year 3: 3.2%

**Article 10 C EMPLOYEE WAGES AND SALARIES**

**CHANGED:** Overtime will be paid on any work week when the district does not offer 40 hours at no fault of the employee and when an employee works Saturdays or holidays. The only time overtime will not be paid on Saturdays is if the employee takes a sick day, urgent business day,

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or personal day with in that week. or personal day with in that week. (Schedule E). Urgent Business, Personal and Vacation Days is not included.

**Article 11 A GENERAL**

**NEW: Bilingual/Multilingual Instructional Assistant Stipend:**

Year 1: \$550

Year 2: \$550

Year 3: \$550

Effective upon ratification, current multi-lingual & bi-lingual (including Brail) Instructional Aides who assist with non-English speaking students in their assigned class/classes will receive a stipend of \$550 per year to be paid one half in December 2020 and one half in June 2021.

Prior to September 2021, Instructional Assistants will be evaluated for their knowledge of speaking and writing foreign language(s) in order to determine whether or not to offer the multi-lingual & bi-lingual Instructional Assistants an assignment(s) utilizing his/her foreign language skills.

If as a result of a successful evaluation done prior to the start of the 2021 school year, an Instructional Assistant is asked to assist with non-English speaking students in their assigned class/classes, he/she will receive a stipend of \$550 per year to be paid one half in December and one half in June in years two and three of this Agreement (2021/2022 & 2022/2023).

If the evaluation is done after the start of the 2021 school year, all Instructional Aides who assist with non-English speaking students who are not asked to continue to assist with non-English speaking students as a result of an unsuccessful evaluation will not qualify for the \$550 stipend in June of 2021 and thereafter, however, they will qualify for one half of the \$550 stipend to be paid in December 2021.

Any multi-lingual or bi-lingual Instruction Aide who does not qualify for the stipend as the result of an unsuccessful evaluation will no longer be asked by the Employer to perform this function and assist with non-English speaking students.

**Article 11 A GENERAL**

**NEW: "within the scope of the job" to be added to all Job Descriptions.**

**NEW: Leave after duties on Friday**

**Article 11 A1 GENERAL**

**ADDED: 10- month employees will work one hundred eighty (180) school days and two (2) additional in-service days, totaling one hundred eighty two (182) days. The Board has the ability to extend in-service days, not to exceed one hundred eighty seven (187) days. All days beyond one hundred eighty two (182) days require additional compensation at the employees current hourly rate for each employee.**

**Article 11 B EVALUATION**

**NEW: Job Description for Instructional Assistants. Long Branch Board of Education will insert a hyperlink for this in the employment contract.**

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**NEW:** Time change for preschool only – 40 minutes prior to student arrival; 20 minutes after student dismissal; not 1:1 Instructional Assistants.

**Article 11 B2 INSTRUCTIONAL ASSISTANTS**

**CHANGED:** In-service for Instructional Assistants, when not scheduled at the same time as teaching staff members, shall be mandatory. Instructional Assistants will receive compensation for this time if beyond the 182 days or beyond the regularly scheduled work day. Approval by Superintendent or his designee.

**Article 11 B3 INSTRUCTIONAL ASSISTANTS**

**CHANGED:** It is the policy of the Board of Education that non-certified employees shall not be required to provide direct instruction to all students unless they are, themselves, under the direct instruction of a certificated teaching staff member; provided, however, that any grievance arising under this provision shall not result in monetary remedy.

**Article 11 D2 SBYS EMPLOYEES**

**CHANGED:** School Based Youth Services employees hired after January, 1999 shall work the school calendar (September through July).

**Article 13 C2 TUITION REIMBURSEMENT**

**CHANGED** text in parenthesis: (Reimbursement for tuition must be requested, utilizing the district's automated processing platform. See Schedules C and D.)

**Article 13 C2d PROFESSIONAL IMPROVEMENT**

**CHANGED:** For tuition reimbursement, required forms and documentation must be submitted to the Personnel Office no later than:

Summer Semester (May 1st)      Fall Semester (August 1st)      Spring Semester (December 1<sup>st</sup>)

If forms and documentation are not submitted by the appropriate date, reimbursement will not be provided.

**Article 13 C3 PROFESSIONAL IMPROVEMENT**

**CHANGED:** Bargaining unit members may be granted one professional/workshop day each year without deduction of salary. The day and site of the workshop shall be approved by the Superintendent of Schools and Building Principal and shall be submitted through the district's automated processing platform two (2) weeks prior to the day of the requested day.

**Article 13 D PROFESSIONAL IMPROVEMENT**

**DELETED**

**NEW:** Over the term of this contract all members will be provided opportunity to receive professional development in the areas of restraint, crisis response and code of conduct/healthy workplace environment.

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**Article 14 A POSTINGS AND TRANSFERS**

**CHANGED:** All openings for regular school year or summer employment with the Board of Education, in the Board Table of Organization below the rank of Assistant Superintendent shall be publicized to all bargaining unit members by the district's email system and website. Interested employees may apply through the automated Recruiting & Hiring platform as indicated in the email distribution and on the website.

**Article 14 C POSTINGS AND TRANSFERS**

**CHANGED:** Any employee who desires a change in assignment or transfer to another building may submit a request for such change/transfer using the district's automated processing platform to the Personnel Office not later than February 28 of the school year, immediately preceding the school year for which such change or transfer is requested. Such a request shall not obligate the Board to accede thereto.

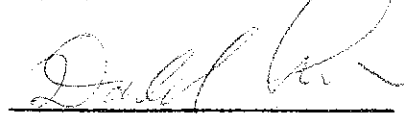
**Article 14 E POSTINGS AND TRANSFERS**

**CHANGED:** The Federation President or designee will be notified of emergency transfers by the Superintendent of Schools or designee as soon as administratively possible.

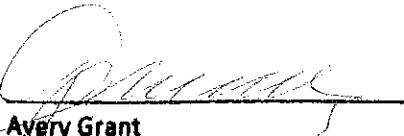
All other terms of the current Agreement, not specifically changed under the MEMORANDUM OF AGREEMENT, shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned put their signatures on this 17 the day of November, 2020.

FOR THE BOARD

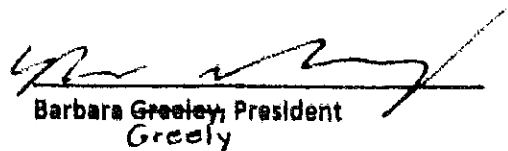


Donald Covin, President

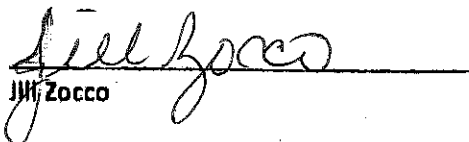


Avery Grant

FOR THE FEDERATION



Barbara Greeley, President  
Greeley



Jill Zocco