

AGREEMENT

Between The

**LOWER TOWNSHIP
BOARD OF EDUCATION**

And The

**LOWER TOWNSHIP
ELEMENTARY
EDUCATION ASSOCIATION**

THE COUNTY OF CAPE MAY, NEW JERSEY

2004 - 2005

2005 - 2006

2006 - 2007

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PREAMBLE

This agreement entered into this 8th day of September, 2004 by and between the Board of Education of Lower Township, New Jersey, hereinafter called the "Board" and the Lower Township Elementary Education Association, hereinafter call the "Association". This Agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I
RECOGNITION**

WHEREAS, A majority of the employees in the position designated in the unit described below in the Lower Township School District have designated the Lower Township Elementary Education Association as their representative for the purpose of collective negotiations; and

WHEREAS, Such employees constitute an appropriate unit for collective negotiations;

NOW, THEREFORE, BE IT RESOLVED, By the Lower Township Board of Education, that pursuant to Chapter 123, Public Laws 1974, the Board of Education of Lower Township, the County of Cape May, New Jersey, recognizes the Lower Township Elementary Education Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment of the employees included in the unit described below:

Teachers	Instructional Aides/Regular Substitutes
Food Service Workers	Principals'/Supervisors' Secretaries
Clerks	School Building Secretaries
Bus Drivers	Custodians
Nurses	Guidance Counselors
Transportation Aides	Network Administrator

but excluding:

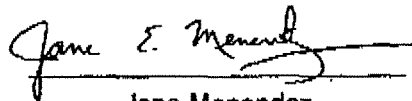
Superintendent	Principals
Superintendent's Secretary	Attendance Officer
Board Secretary	School Psychologist
Asst. Board Secretary	Social Worker
Personnel Secretary	Supervisory Employees
Payroll/Purchasing Clerk	Learning Disability Teacher Consultant
Business Office Secretary	Bus Mechanic & Mechanic's Helper

All employees, except those who are hired on a per diem basis or who work less than four hours daily, are eligible for all benefits negotiated for the duration of this contract by the Association and the Board of Education.

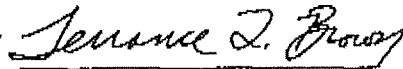
**ARTICLE II
DURATION OF AGREEMENT**

This Agreement entered into on September 8, 2004 shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

In witness whereof the parties hereto have caused this Agreement to be signed below by their respective Presidents, attested by their respective Secretaries and their corporate seals to be placed hereon, all on the day and year first written above.



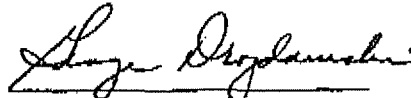
Jane Menendez
President, Lower Township
Elementary Education Association



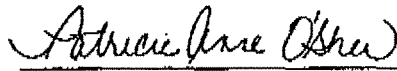
Terrance Brown
President, Lower Township
Board of Education



Barbara Bur
Secretary, Lower Township
Elementary Education Association



George Drozdowski
Secretary, Lower Township
Board of Education



Patricia O'Shea
Secretary, Lower Township
Elementary Education Association

ARTICLE III NEGOTIATION PROCEDURE

A. Purpose

1. The purpose of negotiations is a good faith effort to reach agreement on proposals.

2. Any agreement negotiated under this ARTICLE shall apply to all employees as stipulated in ARTICLE I. The agreement shall be reduced to writing, and be subject to final ratification by a majority of both the full Board and the full Association membership.

B. Procedure

1. Proposals concerning terms and conditions of employment will be filed by the President of the Association with the President of the Board, or his designee no later than December 1. Negotiation shall commence no later than one hundred twenty (120) calendar days prior to the next school board elections. This time frame may be modified by mutual agreement.

2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

C. Stipulations

1. 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.

2. Any individual contract between the Board and an individual member heretofore and here after executed, shall be subject to and consistent with terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

3. Copies of this Agreement and/or changes to said Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees.

ARTICLE IV GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement as will be defined by PERC or by law.

2. An "aggrieved person" is the person or persons making the claim.

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

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to problems which may arise affecting the welfare of employees, or terms and conditions of employment as defined by PERC or by law. Proceedings will be kept confidential. They will be conducted as informally as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Any grievance affecting an individual shall be deemed waived unless it is submitted within ten (10) school days after the aggrieved party knew or should have known of the event or conditions on which it is based. Grievances affecting a group of employees shall be deemed waived unless submitted within ten (10) school days after the last particular incident which affects any member of the group.

4. Level One

a. Any individual employee shall have the right to appeal the application of policies and administrative decisions affecting him/her through administrative channels. With respect to his/her personal grievance, he/she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. He/she shall have the right to present his/her own appeal or designate representatives of his/her own choosing to appeal with him/her or for him/her at any step in his/her appeal.

b. Any employee or group of employees who has a grievance or proposal, shall discuss it first with the Principal or the employee's immediate supervisor in an attempt to resolve the matter informally at that level.

c. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) calendar days, the employee shall set forth the complaint in writing to the Principal/Supervisor. The Principal/Supervisor shall communicate the decision to the employee in writing within three (3) calendar days of receipt of the written complaint.

5. Level Two

a. The employee may appeal the Principal's/Supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be submitted on the official grievance form within five (5) calendar days of the written decision at Level One.

The Superintendent shall request a report on the grievance from the Principal/supervisor, shall confer with the concerned parties and, upon request, with the employee or Principal/Supervisor separately. The Superintendent shall attempt to resolve the matter as quickly as possible, either formally or informally, but within a period not to exceed ten (10) calendar days. The Superintendent shall communicate a decision in writing, along with supporting reasons, to the employee, the Principal/Supervisor and to the Board of Education.

b. If the grievance is not settled to the satisfaction of the employee after reaching the Superintendent of Schools, the matter may be referred to the Professional Rights and Responsibilities Committee of the local Association for consideration. The Committee shall make a determination as soon as possible, but within a period not to exceed ten (10) calendar days, notifying the employee in writing of that determination.

c. If the Professional Rights and Responsibilities Committee determines that the grievance has, or may have merit, it shall recommend that the grievance be heard by the Board of Education.

d. If the Professional Rights and Responsibilities Committee determines the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the Principal/Supervisor, the Superintendent of Schools and the Board of Education.

e. An employee whose grievance has been determined to be without merit by the Professional Rights and Responsibilities Committee shall retain the right to appeal in writing to the Board of Education.

6. Level Three

a. If the grievance is not resolved to the employee's satisfaction, the employee may request a review by the Board of Education within ten (10) calendar days of the decision by the Superintendent. 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 a committee thereof, shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within fifteen (15) calendar days.

7. Level Four

a. If the aggrieved person is not satisfied with disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) calendar days after the grievance was delivered to the Board of Education, the employee may within five (5) calendar days after the decision by the Board of Education or twenty (20) calendar days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Chairman of the PR & R Committee submit the grievance to arbitration. (If the PR & R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) calendar days after receipt of a request by aggrieved person.)

b. Within ten (10) calendar days after such written notice of submission to arbitration, The Board and The PR & R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to PERC by either party. The parties shall then be bound by the rules and procedures of PERC.

c. The arbitrator so selected shall confer with representative of the Board and the PR & R Committee and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues submitted.

The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

d. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. Rights of Employees to Representation

1. Any party in interest may be represented at all stages of the grievance procedure personally, or at the employee's option, by a representative selected or approved by the Association. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or member of the Administration against any party of interest, any building representative, any member of the PR & R Committee, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the PR & R Committee, a grievance affects a group or class of employees, the PR & R Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two. The PR & R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two, Three, and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the PR & R Committee.

3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution.

5. Meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this ARTICLE.

6. Any parties of interest officially involved in a grievance proceeding shall have access to any and all pertinent information they deem necessary for preparing the presentations of the case.

7. When required by the Arbitrator, released time shall be granted to any party of interest officially involved in the grievance proceedings when proceedings reach Level Four.

ARTICLE V SALARIES AND METHOD OF PAYMENT

A. 1. Salary schedules for all categories of employment covered by Agreement are set forth as scheduled in Appendix A.

2. Persons employed prior to February 1 of any school year shall receive credit for one (1) year of experience if reemployed the following year.

B. 1. Both parties agree that all employees will be paid and placed on their proper step according to their proper salary guide for the duration of this contract except that the Board of Education may withhold, for inefficiency or other good cause, the salary increment of an employee as provided in N.J.S.A. 18A:29-14 and in accordance with the following procedures:

2. Applicable procedures as outlined in ARTICLE XIII (Teacher Evaluation) shall have been followed.

3. Once a recommendation is forwarded to the employee and the Board, the employee may within ten (10) school days file a grievance commencing at the Superintendent level and concluding at the Board level. No action shall be taken by the Board until completion of Level 3 of the grievance procedure.

4. Should the employee be dissatisfied with the resolution of the case under Article V, B3 above, the case will be submitted to binding arbitration.

C. Part time employees shall be paid a percentage based upon parity with the salary scale of the job category.

D. All members employed shall be paid according to a payroll schedule which includes 22 pays for 10 month employees and 26 pays for 12 month employees. (See schedule.)

E. All other ten (10) month and eleven (11) month members will receive their final paychecks on their last regularly scheduled workday of their contracted term.

G. Each employee may individually elect to have a portion of his/her monthly salary deducted for each pay. These funds are put into a savings account in his/her name at a board-approved bank, and can be picked up any day after deposit.

H. The Sandman Consolidated, Maud Abrams, Mitnick and Memorial School Librarians are to work for twenty (20) extra working days beyond the ten (10) month contract term. Renumeration for each of the librarians is to be predicated upon 1/200th of his/her ten (10) month contractual salary for each day worked.

I. Beginning July 1, 1977, all new Special Education Teachers hired to work in the district shall be placed on the Teacher's Guide at parity with regular teachers having the same years of experience.

All privileges and pay status previously accrued by each of the existing Special Education Teachers shall remain in effect for as long as the said employee works in the district without a break in tenure.

The special education teachers will be compensated for each Contour report in excess of five (5) at the Schedule B rate and each report prepared shall be considered to be thirty (30) minutes. The special education teachers shall turn their time in on a timesheet at the end of each marking period.

ARTICLE VI INSURANCE PROTECTION

The Board agrees to provide the complete New Jersey State Health Benefits Program for all employees and their dependents. Dependent coverage shall be optional with the member to the extent that the employee is eligible.

The Board agrees to pay 100% of the Delta Dental Plan II-A for all employees and their dependents. Beginning July 1, 2000 the Board agrees to pay 100% of the Delta Dental Plan II-A with orthodontic benefit for all employees and their dependents.

Prescription Plan - The Board agrees to provide a \$0 co-pay for mail order prescriptions, a \$5.00 co-pay for generic prescriptions and \$10.00 co-pay for brand name prescriptions for all employees and their dependents.

The Board agrees to pay 100% of the cost of an Employee Assistance Program.

**ARTICLE VII
EMPLOYEE RIGHTS**

A. Pursuant to Chapter 123, Public Law 1974, The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental powers under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in 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.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under the New Jersey School Law or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed in addition to those provided elsewhere.

C. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. In addition, no employee shall be reprimanded in front of peers or students. Any such action asserted by the Board of any agent or representative thereof shall be subject to the grievance procedure set forth herein, excepting that nothing in this clause shall be construed as impeding the Board's right to withhold an increment subject to the provisions of Section V, B above.

**ARTICLE VII
EMPLOYEE RIGHTS (Continued)**

All aspects of cases involving the withholding of increment shall be treated under Section V, B.

D. Whenever any employee is required to appear before the Superintendent, Board, or any committee, member, representative, or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position of employee or the salary or any increments pertaining thereto, then he/she shall be given 24 hours written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise his/her and represent him/her during such meeting or interview. The above mentioned procedures shall in no way be construed to apply to meetings or conferences affecting the daily operation of the school. Any suspension of an employee pending charges shall be with pay.

E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

**ARTICLE VIII
TEACHER WORK YEAR**

A. The in-school work year for teachers shall not exceed by more than five (5) days the number of days in which school is in session for the pupils.

1. The five (5) days shall be structured to include:

- a. A maximum of three (3) in-service days, and
- b. Two (2) NJEA Convention days.

B. Teacher attendance shall not be required whenever pupil attendance is not required due to emergency reasons.

C. Teacher attendance at Project Night (Activity Night) is optional; however, teacher participation in activities in preparation for the event are required.

**ARTICLE IX
TEACHER WORK DAY**

- A. Teachers shall have a thirty (30) minute duty-free lunch period.
- B. Teachers may leave the building during their scheduled duty-free lunch period provided they sign out at the main building office.
- C. Faculty or other professional meetings which are held after the regular pupil dismissal time shall begin immediately following student dismissal and shall be limited to sixty (60) minutes.

1. When in the judgement of the Superintendent, meetings which will involve a substantial majority of all of the teachers of the district should be held and when the length of these meetings is anticipated to exceed one (1) hour, pupils shall be dismissed early.

2. Where possible and practical, notification of faculty meetings shall be given three (3) school days in advance. This does not apply in any way to individual or small group conferences.

D. The work day for teachers shall not exceed six (6) hours and thirty (30) minutes exclusive of faculty meetings, and shall include lunch time, conference/preparation time, pupil contact time and the requirement that teachers report for work fifteen (15) minutes prior to arrival time for students in their respective buildings.

1. Time spent by teachers in their respective buildings prior to student arrival time shall be designated as a duty-free preparation period. Prep time is defined as time for teacher preparation. If the need arises to leave the building, teachers may do so provided they sign out at the main building office in the presence of office staff.

2. Teachers shall receive released time on all days of parent-teacher report card conferences. The time allowed will be according to prior practice in the district.

Teachers shall receive a minimum of two hundred (200) minutes of conference/preparation time weekly. These conference/preparation periods shall not be less than forty (40) minutes in length on regular work days excluding early dismissal days and one of these periods shall occur on at least 4 out of 5 days.

3. Summer, Saturday workshops and extracurricular activities shall be compensated at the following hourly rate:

School year 2004-2005	\$29.00
School year 2005-2006	\$30.00
School year 2006-2007	\$31.00

Instructional aides that participate in the above programs shall be paid at a rate of 50% of the above rate. Teachers involved in the after school music programs will be paid on a pro rata basis.

ARTICLE X LANGUAGE ON TRANSFERS

- A. No employee shall be transferred without prior notification in writing within fifteen (15) days prior to said transfer.
- B. Any employee who is transferred shall be granted an opportunity to discuss said transfer with the Superintendent.
- C. The Superintendent of Schools or his/her designee shall discuss the transfer with the employee and/or his/her representative and shall make the final assignment in writing.

ARTICLE XI LANGUAGE ON VACATIONS

- A. Any holiday falling within a twelve (12) month employee's vacation, shall automatically extend vacation time by one (1) day for each holiday. The employee, at his or her discretion, may choose to accept a day's pay in lieu of the holiday(s).
- B. In the event that a twelve (12) month employee, while on vacation shall become ill, or be hospitalized, the employee shall secure a written verification from the employee's physician relating to the illness. This verification shall state the inclusive dates of illness or hospital confinement. Working days within these dates shall be counted as sick leave and an equivalent number of days may be used as vacation days before June 30 of the work year.

ARTICLE XII NON-TEACHING DUTIES

- A. Personnel other than teachers shall perform non-teaching duties and teachers shall not be required to perform the following duties:
 - 1. Inventorying and storing books outside the classroom, delivering books to classrooms, duplicating lessons plans, instructional and other materials, keeping registers, starting cumulative record cards and other clerical and/or custodial functions.

**ARTICLE XIII
ASSIGNMENTS AND PROMOTIONS**

A. All teachers shall be given written notice of their salary schedules, intended building, grade and room assignments for the forthcoming year not later than May 30. The Association shall be notified of all appointments at the time contracted.

B. No later than May 1st of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year. 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 and/or subject to which the teacher desires to be transferred, in order of preference. Such requests for transfers and assignments for the following year shall be submitted not later than May 15.

As soon as practical, and no later than May 30, the Superintendent shall post in each school and deliver to the Association a system wide schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignments or transfers.

C. Notice of involuntary transfers or reassignments shall be given to teachers as soon as practicable, and except in cases of emergency, not later than May 30.

D. All vacancies in promotional positions, including specialists and/or special project teachers, pupil personnel workers and positions in programs funded by the Federal Government shall be publicized as per Article XXVIII.

**ARTICLE XIV
EMPLOYEE EVALUATION**

A. Monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee in a professional manner by his/her immediate supervisor or members of the school administration. At no time should an individual employee be evaluated more than one time in any given day. An employee shall be given a copy of any work related visit or evaluation report prepared by his/her evaluators by 10 A.M. on the day before the post evaluation conference. No more than ten school days is to lapse between the evaluation and the conference. No such report shall be submitted to the central 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.

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 the material. The employee 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 employee 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. Any complaints regarding an employee made to any member of the Administration by any parent, student or other person which are used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaints and shall have the right to be represented by the Association at any subsequent meetings or conferences regarding such complaint.

C. Prior to any written annual evaluation that could jeopardize future employment or compensation, the immediate supervisor of a non-tenured employee shall have had appropriate communication, including but not limited to all steps below, with said employee regarding his/her performance as an employee.

1. Evaluations shall be issued in the name of the appropriate supervisor based upon a compilation of reports, of observations, and of discussions with the employee and with any or all supervisory personnel.

2. Reports shall be addressed to the employee.

3. Reports shall be written and shall include:

a. Strengths of the employee as evidenced during the period since the previous report.

b. Weaknesses of the employee as evidenced during the period since the previous report.

c. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.

4. Supervisory reports are to be provided for non-tenured teachers a minimum of three (3) times each academic year; of those three (3), the first shall not be later than December 1; the last not later than April 15. Exceptions shall be mutually agreed upon.

5. An employee shall have the right, upon request, to review the contents of his/her personnel file "exclusive of employee references received prior to appointment in this district" and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him/her during such review. At least once every school year, and prior to April 30 of each school year, an employee shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee, and if, in fact, they are obsolete or otherwise inappropriate to retain, they will be destroyed. Disputes over the retention of said document may be processed through the grievance procedure, commencing at Level Three.

ARTICLE XV EMPLOYEE FACILITIES

A. The Board shall provide the following facilities if economically feasible:

1. Space for each teacher to store instructional material and supplies.
2. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
3. A telephone in at least one employee lounge in each building for the exclusive use of employees with minimum cost to be borne by the Board.
4. Filing cabinet for the exclusive use of the teacher.
5. Suitable, private closet space with lock and key for each teacher to store personal articles.
6. Copies, exclusively for each teacher's use, of all texts used in each of the courses taught.
7. An air conditioner in each employee's lounge and eating room.

**ARTICLE XVI
ASSOCIATION-ADMINISTRATION LIAISON**

A. The Association's officers or representatives shall meet with the Superintendent periodically to review and discuss local school problems and practices. The meeting may be initiated by the Association or the Superintendent.

B. Written arrangements for such meetings shall be made at least two days in advance and for a time that is mutually convenient. The agenda of such a meeting shall have been mutually agreed upon.

C. Each individual school shall have a liaison committee consisting of Association representatives who shall meet with that building's principal periodically to review and discuss school problems and practices. Procedures for invoking said meetings with the building principal shall be the same as in A & B above.

**ARTICLE XVII
SICK LEAVE**

A. Sick leave is hereby defined to mean the absence from duty of any employee because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district medical authority because of a contagious disease or because of a quarantine of such disease in his/her immediate household or any medical examination or consultation.

B. All 10-month employees shall be entitled to 13 days sick leave annually.
All 12-month employees shall be entitled to 15 days sick leave annually.

Sick leave shall commence as of the first working day of an individual's contract year except for first year employees whose leave shall commence only after having reported for work.

C. Unused sick leave days shall accumulate to the employee's credit from year to year to the extent of the maximum in Section B for type of employment.

D. Employees shall be given a written accounting of accumulated sick leave days no later than the date of the first pay at the beginning of the school year.

**ARTICLE XVII
SICK LEAVE (Continued)**

E. Sick leave above and beyond entitlement shall be without pay regardless of whether or not a substitute is obtained. Such sick leave will be granted at the Board of Education's discretion on an individual basis in accordance with State Law and Board of Education Policy.

F. A payment of \$75 will be made to support staff employees for each day of unused sick leave. The employee has the option of receiving the entitlement payment in January of the year following retirement or upon leaving the district with ten (10) or more years of service in the Lower Township Elementary School District.

F-1. Support staff may at their option sell back sick days at \$80 per day according to the following table:

- a) 100 unused sick days - 10 days may be sold per year
- b) 150 unused sick days - 15 days may be sold per year
- c) 200 unused sick days - 30 days may be sold per year
- d) 250 unused sick days - 45 days may be sold per year

The amount derived will be added to the support staff member's salary or in one payment in the second January paycheck. Any payment for unused accumulated sick leave shall accrue to the employee's estate should the employee pass away before retirement providing the employee had attained ten (10) years or more of service in the district.

F-2. For the Professional staff, a payment of \$90 will be made to employees for each day of unused sick leave. The employee has the option of receiving the entitlement payment in January of the year following retirement or upon leaving the district with ten (10) or more years of service in the Lower Township Elementary School District.

F-3. Professional staff may at their option sell back sick days at \$95 per day according to the following table:

- a) 100 unused sick days - 10 days may be sold per year
- b) 150 unused sick days - 15 days may be sold per year
- c) 200 unused sick days - 30 days may be sold per year
- d) 250 unused sick days - 45 days may be sold per year

The amount derived will be added to the professional staff member's salary or in one payment in the second January paycheck. Any payment for unused accumulated sick leave shall accrue to the employee's estate should the employee pass away before retirement providing the employee had attained ten (10) years or more of service in the district.

G. A \$400.00 bonus will be paid at the end of each school year to any employee covered by this contract who does not use any Sick Leave under Article XVII nor any Temporary Leaves of Absence under Article XVIII for that school year. This shall not affect any employee's right to donate sick time pursuant to the sick bank policy.

**ARTICLE XVIII
TEMPORARY LEAVES OF ABSENCE**

A. This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The

provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulative for use in another year.

1. Death in the immediate family - An allowance of up to five (5) school days leave shall be granted. Immediate family shall be considered father, mother, spouse, child, brother, sister, in-laws of same relationships, or any member of the immediate household.

2. Marriage of employee - An allowance of up to five (5) school days leave shall be granted.

3. Illness in the immediate family - An allowance of up to four (4) school days leave shall be granted. (Immediate family is the same as listed in #1.)

4. Death of other relative or close friend - An allowance of one (1) school day leave shall be granted.

5. The following leaves shall be granted within each employee's contract year for the reasons set forth below:

a. Recognition of a religious holiday where the individual's religion requires that he/she not work on that day.

b. Court appearances and appearances before administrative tribunals such as the Commissioner of Education or Public Employee Relations Commission.

c. Marriage in the immediate family (as listed in #1) - An allowance of up to two (2) days leave shall be granted.

d. Marriage of a friend or relative - An allowance of up to one (1) day shall be granted.

6. Personal day (without further explanation) - An allowance of up to one (1) day per year shall be granted. This personal day shall not be granted to extend a holiday on the adopted school calendar without the loss of a full day's pay.

7. Emergency - Any other emergency or urgent reason not included in 5 or 6 above if approved by the Superintendent of Schools (or Board of Education).

B. When the entitlement exceeds the number of days listed in categories 1 through 6, the employee will be subject to the deduction of the cost of a substitute for the first day. Additional days will result in the loss of a full day's pay.

C. For the protection of the employee and for the proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Superintendent.

ARTICLE XIX EXTENDED LEAVES OF ABSENCE

A. Disability leave shall be granted as follows:

1. As soon as an employee becomes aware of her pregnancy, she shall forthwith notify the Superintendent of Schools in writing of the predicted date of birth and indicate the tentative schedule of the anticipated disability. All emoluments under sick leave provisions due to the individual employee shall be provided during this period, twenty (20) days prior and twenty (20) days subsequent, and with a doctor's note additional days may be used as needed.

2. Leave for child-rearing purposes may be granted by the Board without pay.

B. Any employee adopting an infant child shall receive similar leave which shall commence upon his/her receiving "de facto" custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Lower Township School District in the area of her certification or competence.

C. Other leaves of absence without pay may be granted by the Board for good reason. Each request shall be considered on its own merit and any prior granting of requests shall not be considered as a precedent for the granting of similar requests.

All benefits to which an employee on tenure was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

ARTICLE XX SABBATICAL LEAVE

A. Purpose:

A sabbatical leave may be granted to a teacher by the Board for study provided said study is a direct benefit to the Lower Township School District, for travel, or for other reasons of direct value to the School District.

B. Conditions:

1. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and Superintendent no later than January 1 and action must be taken on all such requests no later than April 1 on the school year preceding the school year for which the sabbatical leave is requested.

2. A sabbatical leave may be granted on the recommendation of the Superintendent to a maximum of one teacher per year.

3. Minimum Time to Qualify:

a. A Teacher must have completed at least seven (7) full school years of service in the Lower Township Elementary School District.

4. Pay and Benefits:

a. A teacher on sabbatical leave shall receive 50% of his/her contract salary for a full year of leave, and 100% of contract salary when on a 1/2 year leave.

b. Staff members on sabbatical leave are to be covered by all insurance protection permitted by law or policies in existence and received all other benefits in Articles VI and XVII.

5. Return:
 - a. An employee who is granted sabbatical leave agrees to return to employment in the Lower Township School District for a minimum of two (2) years following completion of the sabbatical leave. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.
 - b. A contract stipulating the conditions of the leave shall be signed by the applicant prior to the commencement of the leave.
6. If more than one employee should apply for a sabbatical leave, a determination will be based upon:
 - a. Seniority in the district.
 - b. The value of the study to the district.

ARTICLE XXI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The School District recognizes that the individual teacher should be encouraged to pursue a program of continued study in education. It is recognized that the pattern of study may vary from teacher to teacher.
- B. The Board agrees to pay the full cost of tuition and any other reasonable expenses incurred in connection with any courses, workshop seminars, conferences, in-service training sessions, or other such sessions which an employee is required by the Board of Education to take, exclusive of courses required for certification for the position for which he/she is employed.
- C. The Board agrees to provide partial support for teachers in an amount up to the current rate per graduate credit charged by the New Jersey State College System. The "current rate" shall be construed to mean the rate in effect at the time the employee enrolled in the course. A maximum of nine (9) graduate credits per year per employee shall be allowed. Date of completion of course shall determine the year taken. This shall be paid to the staff member following completion of the courses providing that such courses shall have carried college credit, have been approved by the Superintendent prior to enrollment, and that the employee shall have received a minimum grade of "C".

ARTICLE XXI
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT
(Continued)

The employee shall apply in writing for this reimbursement on a form provided by the Superintendent's office and shall support such application by suitable evidence of successful completion of the courses.

If an employee receives financial aid from another official source, the Board shall reimburse only the portion not covered. Undergraduate credit shall be reimbursed based upon "current undergraduate rates" within the above guidelines.

D. Employees shall, with prior approval of the Superintendent, be partially reimbursed up to the current rate per course charged by the Cape May County Technical School for courses taken for the maintenance of skills necessary to their jobs, or for courses that will improve their value to the school system, provided that these courses do not carry college credit. The "current rate" shall be construed to mean the rate in effect at the time the employee enrolled in the course. A maximum of three (3) courses per year per employee shall be allowed.

ARTICLE XXII
PROTECTION OF EMPLOYEES AND PROPERTY

A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

B. Whenever any action is brought by other than the Board of Education against an employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his/her employment or salary status, the Board of Education shall reimburse him/her in a reasonable amount under the circumstances for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the teacher.

C. The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed while the employee was acting in the discharge of his/her duties within the scope of his/her employment.

D. The Board shall protect employees through appropriate insurance against loss for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his/her employment.

**ARTICLE XXIII
CLASSROOM PROCEDURES**

A. The teacher shall submit weekly lesson plans which include the objective, the procedure, and the follow-up activity. Teachers shall provide substitutes with daily, weekly and/or alternate plans as needed.

B. The teacher shall maintain the primary right and responsibility to determine the grades of students within the grading policies of the Lower Township School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which his/she is responsible. If and when a grade change is deemed appropriate, said change shall appear with the signature of the building Principal making the change.

**ARTICLE XXIV
PURCHASE OF MATERIALS AND SUPPLIES BY EMPLOYEES**

A. Employees purchasing materials and/or supplies with the advance approval of the appropriate administrative personnel in writing shall be reimbursed upon submission of an appropriate receipt of purchase.

**ARTICLE XXV
SENIORITY**

A. Seniority for professional certificated personnel is defined by law.

B. Seniority for non-certificated employee is defined as service by a non-certificated employee in the School District in the collective bargaining unit covered by this Agreement.

C. Any employee shall lose all accumulated School District seniority only if he/she resigns or is discharged for cause.

D. Any employee who resigns or is released from the School District and returns to work within one calendar year shall retain any seniority previously accrued.

E. Advance notification shall be given to unit employees prior to any reduction in force.

Seniority shall be applied according to years of service in each of the respective unit work categories (i.e., last hired first out).

Unit members laid off as a result of reduction in force shall have recall rights in their specific work categories for a period of one year. Call back shall be implemented by seniority.

**ARTICLE XXVI
SUPPORT STAFF TENURE**

A. Support staff employees, not covered under statute, shall serve a probationary period of up to three (3) years. After a period of the three years of uninterrupted service, unit members shall be appointed to an unfixed term so as to provide tenure.

B. Any full-time contracted support staff person who transfers from one support classification to another shall retain all longevity.

C. Anytime a contracted full-time support staff employee moves to a teaching position that employee will not lose credited longevity.

**ARTICLE XXVII
HOURS OF WORK - CUSTODIANS**

A. The regular work week shall be forty (40) hours.

1. The work week shall be eight (8) hours per day, including a one-half (1/2) hour lunch, five days a week, (Monday through Friday).

2. No custodian is scheduled to work on Saturday. When an emergency situation exists, as defined by the Superintendent, a member or members of the custodial staff will be required to work on Saturday.

B. Custodial Holidays:

July Fourth
Labor Day
Columbus Day
NJEA Convention / Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Recess
New Year's Day
Martin Luther King Day
Presidents' Weekend
Easter Recess
Memorial Day

**ARTICLE XXVII
HOURS OF WORK - CUSTODIANS (Continued)**

When a regular holiday falls on a Saturday, it shall be celebrated on a Friday; if it falls on a Sunday, it shall be celebrated on a Monday, except Easter Sunday. If a custodial holiday falls on a date school is in session, custodians will work on that date and have a holiday on an alternate date which shall be determined by the Superintendent after advisory consultation with the Association.

There shall be no night work during the summer months when school is not in session.

Overtime will be paid, when it is authorized by the Superintendent, for all hours worked over eight (8) in a day and/or over forty (40) in a week in one job category.

**ARTICLE XXVIII
CUSTODIANS - VACATIONS/BLACK SEAL**

A. Each salaried custodian shall be entitled to vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken.

B. Vacation dates shall be selected by employees according to seniority pursuant to the following time and eligibility limitations below:

1. All custodians with one (1) year service shall receive two (2) weeks vacation.
2. All custodians with five (5) years service shall receive three (3) weeks vacation.
3. All custodians with ten (10) years service shall receive four (4) weeks vacation.

All summer vacations shall be taken commencing the last week of June and be completed two (2) Mondays prior to Labor Day. Custodians that are entitled to take two weeks (B-1) will be entitled to take one (1) week in the summer and one (1) week at their discretion. Custodians that are entitled to take three weeks (B-2 above) will be allowed to take one (1) week in the summer and two (2) weeks at their discretion. Custodians entitled to take four (4) weeks (B-3 above) will be allowed to take one (1) week in the summer, (1) week during the one hundred eighty (180) day school year and two (2) at their discretion. All custodian vacations will be based on seniority. These vacations will be allowed provided that only one (1) custodian support person from the same building will be on vacation at any one time. The administration must be provided at least one (1) week advance notice of when such persons will take their vacations.

**ARTICLE XXVIII
CUSTODIANS - VACATIONS/BLACK SEAL (Continued)**

1. In categories 2 and 3, a maximum of one (1) employee at a time, per building, shall be allowed to take vacation time during the regular school year.

2. Custodians eligible for four (4) weeks vacation shall be required to take one (1) week between September 15 and June 1. Any holidays falling within a custodian's vacation shall automatically extend vacation time by one (1) day for each holiday. The employee, at his or her discretion, may choose to accept a day's pay in lieu of the holiday(s). In the event that a custodian, while on vacation, shall become ill, or be hospitalized, the employee shall secure a written verification from the employee's physician relating to the illness. This verification shall state the inclusive days of illness or hospital confinement. Working days within these dates shall be counted as sick leave and an equivalent number of days may be used as vacation days within sixty (60) days of ending date of the custodian's regular vacation.

C. Custodians shall receive a payment of \$200.00 upon receipt of a Black Seal Boiler's License. In addition, a payment of \$350.00 annually will be paid to any custodian having a Black Seal License.

D. The custodian/carpenter will receive an additional stipend of \$1,000.00 annually.

E. The head day custodian of each building will receive an additional stipend of \$900.00 annually.

F. The head night custodian of each building will receive an additional stipend of \$700.00 annually.

Points E and F shall be paid separate contracts from September 1 through June 30 on a yearly basis.

G. Custodians will be provided with a half (1/2) hour duty free lunch. Custodians may leave the building during the duty free lunch after notifying the office provided one custodian is in the building at all times.

**ARTICLE XXIX
VACANCIES, REASSIGNMENT AND NEW POSITIONS
ALL EMPLOYEES**

A. Notice of all vacancies in all positions shall be posted in each employee work area by the building Principal or other appropriate supervisory personnel; additionally, the Association Officers shall receive adequate notice (s) within ten (10) days of:

1. Formal Board action upon a letter of resignation, or
2. Official Board action vacating a position or creating a new position within the school district.

B. When vacancies occur, employees desiring a change in employment, classification and/or work area assignment, shall make their request in writing to the Superintendent of Schools or his designee. Seniority will be one of the factors considered when granting these requests.

**ARTICLE XXX
CLERICAL STAFF**

A. Classification:

1. There shall be two (2) categories of secretaries:
 - a. Principal's/Supervisor's Secretaries.
 - b. School Building Secretaries.
2. Both categories shall be twelve (12) month positions.
3. A Principal's/Supervisor's Secretary shall receive \$1,100.00 stipend annually in addition to his/her regular salary.
- 3A. Each school secretary shall receive a \$850.00 stipend annually in addition to his/her regular salary.
4. Clerk-typist shall be ten (10) month employees.

B. Work Year:

1. The work year of all twelve (12) month clerical staff shall consist of six and one half (6 ½) hours (exclusive of lunch) during the one hundred eighty (180) days when school is in session. All remaining work days during the summer shall consist of five (5) hours (8:00 a.m.-1:00 p.m. exclusive of lunch).

2. The work year of all ten (10) month clerical staff shall be two hundred (200) work days of six and one half (6 1/2) hours (exclusive of lunch).

All twelve (12) month clerical staff will receive:

- a. Two weeks vacation after one (1) full year of service. Vacations will be pro-rated effective July 1, for employees having less than one year service. Vacations for such employees shall accrue at the rate of one (1) day per month to a maximum of ten (10).
- b. Three (3) weeks vacation after five (5) complete years of service.
- c. Four (4) weeks vacation after ten (10) complete years of service.
- d. Any full-time secretary employed as of June 30, 1981 shall continue to receive a vacation consistent with the policy in effect June 30, 1981.
- e. Vacation dates will be determined by seniority.

All summer vacations must be completed (1) Monday prior to Labor Day. All clerical staff with less than ten (10) years of service shall be permitted to take up to five vacation days between September 30 and the last day of each academic year with prior approval of Principal/Supervisor (according to seniority). All clerical staff with ten (10) years of service may take two (2) weeks vacation during the school year according to seniority with prior approval of Principal/Supervisor provided that only one secretarial support person from the same building will be on vacation at any one time. The administration must be provided at least one (1) week advance notice when such persons will take their vacation.

ARTICLE XXX
CLERICAL STAFF (Continued)

Miscellaneous Provisions:

1. Whenever possible, an attempt will be made to provide equitable work assignments in each building.
2. Any permanent secretary hired to work less than the two hundred forty (240) day work year will be paid pro rata on the appropriate step of the twelve (12) month secretary guide, such employees are not eligible for vacation benefits.
3. Any work days required beyond those stipulated in this Article shall be compensated at a per diem rate equal to that received during the regular work year.
4. All clerical employees will receive two fifteen (15) minute breaks daily. Scheduled time of break to be assigned and approved by the Principal/Supervisor.

ARTICLE XXXI
TRANSPORTATION WORKERS

A. Physical Examinations for Transportation Workers:

1. The Board of Education agrees to pay for the required physical examination which is to be performed by one of the school medical inspectors. The extent of the medical examination shall be determined by the Board, an electrocardiogram shall be mandatory and the results of the physical shall be placed on file with the Transportation Supervisor prior to bus license renewal.
2. Each employee shall retain the right to have an independent medical evaluation performed at the employee's own expense and attach the results of same to the school medical inspector's report. The Board of Education further agrees to pay for the required fingerprinting when bus licenses are renewed. The provisions of Section A of this Article apply only to regularly contracted drivers, not to substitute or part-time drivers.

B. Method of Payment:

All contracted drivers shall be paid by the hour, with their pay computed as their hourly rate times their work hours per day times a 180 day school year. All contracted drivers shall be rated as follows:

Special Runs - Ocean Academy	= 5 1/2 hours
3 schools	= 4 1/2 hours
4 schools	= 5 1/2 hours
4 schools and preschool	= 7 1/4 hours

Contracted drivers will be notified prior to the first day of school annually as to their hour/day rating and yearly salary.

Contracted drivers substituting for another contracted driver on a regular run shall be paid at their regular hourly rate of pay.

Late bus runs shall be paid a flat rate of \$21.00 a run in 2004-2005; \$22.00 a run in 2005-2006; and \$23.00 a run in 2006-2007.

**ARTICLE XXXI
TRANSPORTATION WORKERS (Continued)**

C. Field Trips:

1. Field trips shall be paid at the rate of \$16.50 per hour in 2004-2005; \$17.50 per hour in 2005-2006, and \$18.50 in 2006-2007 with a two (2) hour minimum time per trip. Time will be computed to the nearest half hour. Drivers shall be notified before the field trip as to how much it pays.

2. This rate of pay is in excess of the driver's regular daily rate of pay.

3. Any contracted driver driving a field trip on a day when school is not in session shall be paid at a rate of 1 1/2 times his/her regular rate of pay. Sunday and holiday runs shall be paid at double time.

In the event that no driver accepts a particular field trip, the Supervisor will assign a driver to that field trip based on a seniority list starting from most recently hired.

D. Miscellaneous:

The Superintendent and/or his/her designee, reserve the right to assign all bus runs and buses subject to the following guidelines:

1. No driver will be reduced in base pay unless:

- a. There is a reduction in the number of runs due to scheduling.
- b. Employee receives a negative evaluation.

2. Seniority will be a consideration. If a transfer is made, then the provisions in Article 9 will be applied.

Each driver is required to attend three (3) driver's workshops to be held during the school year. These workshops shall not exceed one (1) hour.

All drivers shall be responsible for fulfilling the duties and responsibilities as drivers as outlined on pages 153-155 of the "Policies and Procedures Manual for Pupil Transportation", as published by the State of New Jersey, Department of Education, and shall receive copies of the same at the beginning of each school year.

**ARTICLE XXXII
TRAVEL REIMBURSEMENT**

A. Employees who may be required to use their automobiles in the performance of their duties shall be reimbursed for all such travel at the rate per mile as established from time to time by the United States Internal Revenue Code.

**ARTICLE XXXIII
REPRESENTATION FEE**

A. In compliance with CH. 447, P.L. 1979, the Board agrees to act as a fiscal collection agent for the assessment of a representation fee subject to the following stipulations:

1. Only those employees included in the units described in Article 1 are eligible for assessment;
2. The representation fee shall be 85% of the normal membership fee paid by other employees in that unity;
3. The Association shall deliver to the Board by November 1 of each year a list of non-members who are to be assessed;
4. After verifying the list, the Board shall withhold from their pay the stipulated amount according to the following schedule:
 - a. 35% in November
 - b. 35% in December
 - c. 15% in the months of January through June
5. Said monies are to be delivered monthly to the Association along with the regular APD dues.

INDEMNIFICATION AND SAFE HARMLESS PROVISION

A. Liability:

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

1. the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
2. if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

B. Exception:

It is expressly understood that paragraph A above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE XXXIV CAFETERIA

A. Classification

1. There shall be two categories of cafeteria workers.
 - a. Food Service Worker
 - b. Cook and Baker

B. Work Day

1. Employees shall work on a four-hour, a five-hour, a six-hour, or a seven-hour day, as agreed to upon hiring. Overtime accrues per day.

2. Four-hour employees will receive a ten-minute break daily. Time schedule is to be approved by the area supervisor.
3. Employees working five or more hours will receive two ten-minute breaks daily. Time schedule is to be approved by the area supervisor.

C. Work Year

Employees shall work on days school is in session plus one day prior to opening and one day after closing.

D. Transfers

If a Food Service Worker is transferred as a substitute to the Cook and Baker classification, pay adjustment will be made to reflect the time as a Cook and Baker.

E. All cafeteria employees who are members of the American School Food Service Association (ASFSA) and who have received certification from ASFSA, shall be compensated an annual stipend of \$200.00 for the cost of travel, dues, registration and credit costs.

F. The senior cook or any food service worker acting as a building's lead person will receive an additional stipend of \$900.00 and the district baker will receive an additional stipend of \$800.00 annually. All cafeteria employees shall receive up to five smocks per year supplied by the Board of Education.

The Assistant to the Senior Cook will receive an additional stipend of \$500.00 annually.

Two cashiers in each building, (Sandman Consolidated, Maud Abrams, Mitnick, and Memorial) will receive an additional stipend of \$400.00.

ARTICLE XXXV

INSTRUCTIONAL AIDES/REGULAR SUBSTITUTES

A. Work Year

1. The in-school work year for instructional aides/regular substitutes shall not exceed by more than five (5) days the number of days in which school is in session for the pupils.

a. The five days shall be structured to include:

1. A maximum of three (3) in-service days.
2. Two (2) NJEA Convention days.

2. Instructional aides/regular substitutes attendance shall not be required whenever pupil attendance is not required due to emergency reasons.

B. Work Day

1. Instructional aides/regular substitutes shall have a duty-free lunch period of at least 30 minutes.

2. Instructional aides/regular substitutes may leave the building with prior approval of the principal during their scheduled duty-free lunch period.

3. The work day for all instructional aides/regular substitutes shall not exceed 6 hours and 30 minutes.

4. Instructional aides/regular substitutes will be given two fifteen

(15) minute periods of release time daily, unless they receive prep time of the classroom teacher.

No instructional aide shall be required to return to school for evening Parent/Teacher Conferences.

On early dismissal days, including Parent/Teacher Conference days, instructional aides may leave after student dismissal excluding in-service days.

C. A retroactive stipend of \$25.00 per day shall be payable to an instructional aide/regular substitute if it becomes necessary for that individual to assume full teaching duties in one classroom for a period of time longer than ten (10) consecutive days.

ARTICLE XXXVI DONATED SICK LEAVE PROGRAM

The Lower Township Board of Education hereby establishes a district Donated Sick Leave Program, effective September 1, 2002, in accordance with the following rules/regulations and consistent with NJSA 18A: 30-2.

Purpose of the Donated Sick Leave Program

The Donated Sick Leave Program permits employees to donate sick leave days to staff members suffering from a catastrophic health condition or injury, which is expected to require a prolonged absence (more than 20 days) from work.

Administration of the Donated Sick Leave Program

The Donated Sick Leave Program shall be administered by the Donated Sick Leave Committee, which shall be comprised of two (2) members of the bargaining unit (the President and one (1) additional member which shall be appointed by the President) and two (2) administrators appointed by the Superintendent for two-year terms. The Donated Sick Leave Committee shall be chaired by the Superintendent or his/her designee. At least one member from each group shall constitute a quorum for purposes of review of requests. The decisions of the Donated Sick Leave Committee are final. The Donated Sick Leave Committee reviews the request and appropriate medical information from the unit member's physician. If the request is approved, the employee may receive up to a lifetime maximum of 90 days from the Donated Sick Leave Program. Donated sick leave days do not have to be re-paid. The Donated Sick Leave Program will be administered in such a manner as to ensure the intent is met without interfering with any employee's rights to privacy as otherwise protected by Federal or State law, rules or regulations.

Eligibility

A. The Recipient

1. The employee must be suffering from a catastrophic health condition or injury, which is expected to require a prolonged absence (more than 20 days) from work.

2. The employee must have exhausted all accrued sick leave, other leave, compensatory time and disability benefits under Workers' Compensation and other disability claims.
3. An employee's use of the Donated Sick Leave Program shall be subject to the approval of the Board of Education through its designee, the Superintendent.
4. The employee may request to participate in the program as a leave recipient by properly completing and submitting the necessary form to the Superintendent along with medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from the serious health condition or injury. A family member or the employee's legal representative may also initiate this process on behalf of an employee if the employee is physically incapable.
5. After an employee has been approved as a leave recipient, the employee's name (with the employee's consent) shall be circulated along with those of other eligible employees to encourage the donation of leave time. If the employee is unable to consent to this circulation, the employee's family member or legal representative may consent on his/her behalf.
6. An employee may receive up to a lifetime maximum of 90 sick leave days from the Donated Sick Leave Program.
7. Upon retirement, the leave recipient shall not be granted supplemental compensation for any unused sick days, which he/she had received through the Donated Sick Leave Program.

B. The Leave Donor

1. Full or part-time employees are allowed to voluntarily donate a portion of their earned sick leave to other District employees who have exhausted their own earned leave time. Before a staff member is eligible to donate sick leave, he/she is required to have a current sick leave balance of at least ten (10) sick leave days times the number of years employed in the district (NJSA 18A: 30-2). A leave donor shall not revoke the leave donation.
2. The donation must be made in whole sick day units.
3. The donor may not donate more than a total of ten (10) sick leave days to any one recipient.
4. An employee shall be prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving or using sick leave time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an employee.

5. The identity of all donors will be kept confidential unless permission is received from the donor to release his/her name to the recipient, and the recipient must request such information.

Procedure

- A. Any full or part-time employee, in active status, may request to participate in the Donated Sick Leave Program. A "Donated Leave Recipient Affidavit" must be completed and submitted with supporting medical documents to the Superintendent for acceptance into the Program. A medical summary must be prepared by the treating physician and must include the diagnosis, the prognosis, the medical treatment and/or surgery required and the expected length of absence. A relative may also initiate this process on behalf of an employee if the employee is physically incapable.
- B. The Superintendent shall review the employee's job history, leave status, medical documentation and determine if the employee is receiving any disability benefits.
- C. The Superintendent or his/her designee shall convene a meeting of the Donated Sick Leave Committee within ten (10) days and make a recommendation as to the employee's eligibility for inclusion in the Donated Sick Leave Program. The Committee will review the application and recommend approval or disapproval. Then, the Superintendent records the decision in Section B of the Affidavit and advised the employee in writing.
- D. If the recipient is approved for the Program, the Superintendent will prepare a "Notice of Request for Donated Leave" announcing that the employee is one of the eligible recipients. The notice will be forwarded to all employees.
- E. Employees who wish to donate time should complete the "Donor Transfer Certification" form and record their decision regarding authorization to release their name to the recipient. These forms will be available in each school's/supervisor's office. The donor must specify the number of sick leave days he/she is donating, but not to exceed ten (10) per recipient. The donor must certify that he/she has not been solicited, coerced, or accepted anything of value in exchange for donating leave days.
- F. The Superintendent will secure written evidence from the Personnel Office that the donor has the requisite number of days to make the donation, and he/she is responsible for completing Section B of the "Donor Transfer Certification."
- G. Once the donor's status is verified, the sick leave donated will be deducted from the donor and awarded to the approved recipient. However, the recipient shall not receive more than 90 days of donated sick leave time in his/her lifetime.
- H. The recipient is considered no longer eligible to participate in the Program when he/she is medically cleared to return to work or is separated from service.

- I. A former recipient may request to return to the Donated Sick Leave Program in the future as long as the 90-day lifetime maximum has not been reached
- J. Once the sick leave has been donated, it may not be revoked by the donor.
- K. Donations may not be used on a retroactive basis.

Time-Keeping Considerations

A. Recipient

- 1. Establish the starting date for the recipient's participation in the Donated Sick Leave Program by determining the date when all of the employee's accrued sick days, other leave time, compensatory time and disability benefits under Workers' Compensation or other disability claims are exhausted.
- 2. Ensure that the donations received by the recipient do not exceed the lifetime maximum of 90 days.
- 3. Maintain current physician's reports verifying the need for continued medical leave of absence.

B. Donor

- 1. Ensure that the donor's accrued sick leave balances meet the requirements of this program after the adjustments for the donation have been made.
- 2. Limit every employee's donation to a maximum of ten (10) days to each recipient.
- 3. Donors may donate to more than one recipient.

TEACHER LONGEVITY SCALE

Longevity scale for the 2004 – 2007 school years is based on total years credited for experience in the position for teachers hired before June 30, 1988.

Longevity scale for the 2004 – 2007 school years, for people hired after June 30, 1988, shall be based on years in the position in the Lower Township School District.

The longevity scale for the 2004 – 2005 school year for professional staff will be calculated as follows: \$650 for every year from the 14th year through the 19th year. Commencing with the 20th year, \$700 for every year from the 13th year and beyond.

The longevity scale for the 2005 – 2006 school year for professional staff will be calculated as follows: \$675 for every year from the 14th year through the 19th year. Commencing with the 20th year, \$725 for every year from the 13th year and beyond.

The longevity scale for the 2006 – 2007 school year for professional staff will be calculated as follows: \$700 for every year from the 14th year through the 19th year. Commencing with the 20th year, \$750 for every year from the 13th year and beyond.

LONGEVITY SCALE

Longevity scale for the 2004 – 2007 school years is based on total years credited for experience in the position for employees hired before June 30, 1988.

Longevity scale for the 2004 – 2007 school years, for people hired after June 30, 1988, shall be based on years in the position in the Lower Township School District.

The longevity formula is based on \$550 for every year beyond the tenth (10) year in the position for the 2004 – 2005 year.

The longevity formula is based on \$575 for every year beyond the tenth (10) year in the position for the 2005 – 2006 year.

The longevity formula is based on \$600 for every year beyond the tenth (10) year in the position for the 2006 – 2007 year.

2004-2005 Teacher Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	34,578	35,588	36,048	36,908	37,368	37,828
2	34,878	35,888	36,348	37,208	37,668	38,128
3	35,178	36,188	36,648	37,508	37,968	38,428
4	35,525	36,535	36,995	37,855	38,315	38,775
5	37,089	38,109	38,569	39,429	39,889	40,349
6	39,172	40,182	40,642	41,502	41,962	42,422
7	41,348	42,358	42,818	43,878	44,338	44,798
8	43,520	44,530	44,990	45,850	46,310	46,770
9	45,693	46,703	47,163	48,023	48,483	48,943
10	47,866	48,876	49,336	50,196	50,656	51,116
11	51,211	52,221	52,681	53,541	54,001	54,461
12	54,573	55,583	56,043	58,903	59,363	59,823
13	57,962	58,972	59,432	60,292	60,752	61,212
14	61,323	62,333	62,793	63,653	64,113	64,573

Steps on the guide do not necessarily reflect years of experience in the district.

2005-2006 Teacher Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	35,904	36,914	37,374	38,234	38,694	39,154
2	36,204	37,214	37,674	38,534	38,994	39,454
3	36,551	37,561	38,021	38,881	39,341	39,801
4	37,299	38,309	38,769	39,629	40,089	40,549
5	39,572	40,582	41,042	41,902	42,362	42,822
6	41,946	42,956	43,416	44,276	44,736	45,196
7	44,320	45,330	45,790	46,650	47,110	47,570
8	46,693	47,703	48,163	49,023	49,483	49,943
9	49,066	50,076	50,536	51,396	51,856	52,316
10	52,611	53,621	54,081	54,941	55,401	55,861
11	56,173	57,183	57,643	58,503	58,963	59,423
12	59,762	60,772	61,232	62,092	62,552	63,012
13	63,323	64,333	64,793	65,653	66,113	66,573

Steps on the guide do not necessarily reflect years of experience in the district.

2006-2007 Teacher Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30
1	36,504	37,514	37,974	38,834	39,294	39,754
2	36,851	37,861	38,321	39,181	39,641	40,101
3	37,619	38,629	39,089	39,949	40,409	40,869
4	39,812	40,822	41,282	42,142	42,602	43,062
5	42,406	43,416	43,876	44,736	45,196	45,656
6	45,000	46,010	46,470	47,330	47,790	48,250
7	47,593	48,603	49,063	49,923	50,383	50,843
8	50,186	51,196	51,656	52,516	52,976	53,436
9	53,951	54,961	55,421	56,281	56,741	57,201
10	57,733	58,743	59,203	60,063	60,523	60,983
11	61,542	62,552	63,012	63,872	64,332	64,792
12	65,323	66,333	66,793	67,653	68,113	68,573

Steps on the guide do not necessarily reflect years of experience in the district.

2004-2005 Instructional Aide/Regular Substitute Salary Guide

Step	Salary
1	17,204
2	17,982
3	18,760
4	19,538
5	20,316
6	21,093
7	21,869
8	22,649
9	23,427
10	24,204

Steps on the guide do not necessarily reflect years of experience in the district.

2005-2006 Instructional Aide/Regular Substitute Salary Guide

Step	Salary
1	17,742
2	18,520
3	19,298
4	20,076
5	20,854
6	21,631
7	22,407
8	23,187
9	23,965
10	24,742

Steps on the guide do not necessarily reflect years of experience in the district.

2006-2007 Instructional Aide/Regular Substitute Salary Guide

Step	Salary
1	18,320
2	19,098
3	19,876
4	20,654
5	21,432
6	22,209
7	22,985
8	23,765
9	24,543
10	25,320

Steps on the guide do not necessarily reflect years of experience in the district.

2004-2005 Secretary/Clerical Salary Guide

Step	Secretary	Step	Clerk
1	24,476	1	16,808
2	24,876	2	17,308
3	25,276	3	17,808
4	25,976	4	18,308
5	26,476	5	18,908
6	26,776	6	19,608
7	27,126	7	20,108
8	27,476	8	20,408
9	28,001	9	20,708
10	28,776	10	20,908
11	29,676	11	21,308
12	30,576	12	21,808
13	31,576	13	22,308
14	32,276	14	22,808
15	32,876	15	23,308

Steps on the guide do not necessarily reflect years of experience in the district.

2005-2006 Secretary/Clerical Salary Guide

Step	Secretary	Step	Clerk
1	25,819	1	17,460
2	26,219	2	17,960
3	26,619	3	18,460
4	27,019	4	18,960
5	27,519	5	19,560
6	27,819	6	20,260
7	28,169	7	20,760
8	28,519	8	21,060
9	29,044	9	21,360
10	29,819	10	21,560
11	30,719	11	21,960
12	31,619	12	22,460
13	32,619	13	22,960
14	33,319	14	23,460
15	34,019	15	23,960

Steps on the guide do not necessarily reflect years of experience in the district.

2006-2007 Secretary/Clerical Salary Guide

Step	Secretary	Step	Clerk
1	26,989	1	18,233
2	27,389	2	18,733
3	27,789	3	19,233
4	28,189	4	19,733
5	28,589	5	20,333
6	28,889	6	21,033
7	29,239	7	21,533
8	29,589	8	21,833
9	30,114	9	22,133
10	30,689	10	22,333
11	31,789	11	22,733
12	32,689	12	23,233
13	33,689	13	23,733
14	34,389	14	24,233
15	35,089	15	24,733

Steps on the guide do not necessarily reflect years of experience in the district.

2004-2005 Transportation Salary Guide

Step	Bus Driver
1	17.33
2	17.33
3	17.33
4	17.33
5	17.90
6	17.90
7	17.90
8	19.80

2005-2006 Transportation Salary Guide

Step	Bus Driver
1	18.13
2	18.13
3	18.13
4	18.13
5	18.70
6	18.70
7	18.70
8	20.60

2006-2007 Transportation Salary Guide

Step	Bus Driver
1	18.89
2	18.89
3	18.89
4	18.89
5	19.46
6	19.46
7	19.46
8	21.36

2004-2005 Custodian Salary Guide

Step	Salary
1	24,543
2	24,943
3	25,543
4	26,143
5	26,793
6	27,493
7	28,243
8	29,143
9	29,843
10	30,593
11	30,943
12	32,143
13	33,343
14	33,943
15	34,543

Steps on the guide do not necessarily reflect years of experience in the district.

2005-2006 Custodian Salary Guide

Step	Salary
1	25,523
2	25,923
3	26,523
4	27,123
5	27,773
6	28,473
7	29,223
8	30,123
9	30,823
10	31,573
11	31,923
12	33,123
13	34,323
14	34,923
15	35,523

Steps on the guide do not necessarily reflect years of experience in the district.

2006-2007 Custodian Salary Guide

Step	Salary
1	26,540
2	26,940
3	27,540
4	28,140
5	28,790
6	29,490
7	30,240
8	31,140
9	31,840
10	32,590
11	32,940
12	34,140
13	35,340
14	35,940
15	36,540

Steps on the guide do not necessarily reflect years of experience in the district.

2004-2005 Food Service Worker Salary Guide

Step	Food Service
1	10.75
2	11.12
3	11.53
4	11.94
5	12.36
6	12.78
7	13.18
8	13.62
9	14.01
10	14.43
11	14.85
12	15.29
13	15.73
14	16.17

Steps on the guide do not necessarily reflect years of experience in the district.
Cooks and bakers receive 115% of the Food Service Guide.

2005-2006 Food Service Worker Salary Guide

Step	Food Service
1	11.23
2	11.60
3	12.01
4	12.42
5	12.84
6	13.26
7	13.66
8	14.10
9	14.49
10	14.91
11	15.33
12	15.77
13	16.21
14	16.65

Steps on the guide do not necessarily reflect years of experience in the district.
Cooks and bakers receive 115% of the Food Service Guide.

2006-2007 Food Service Worker Salary Guide

Step	Food Service
1	11.73
2	12.10
3	12.51
4	12.92
5	13.34
6	13.76
7	14.16
8	14.60
9	14.99
10	15.41
11	15.83
12	16.27
13	16.71
14	17.15

Steps on the guide do not necessarily reflect years of experience in the district.
Cooks and bakers receive 115% of the Food Service Guide.