

AGREEMENT
Between The
LOWER TOWNSHIP
BOARD OF EDUCATION
And The
LOWER TOWNSHIP ELEMENTARY
EDUCATION ASSOCIATION
THE COUNTY OF CAPE MAY, NEW JERSEY
2019 - 2020
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PREAMBLE

This agreement entered into this _____ day of _____, 2019 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, 2019**, and shall continue in effect until **June 30, 2020**. 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:

- Bus Drivers
- Clerks
- Custodians
- Computer/Net Work Technicians
- Food Service Workers
- Guidance Counselors
- Learning Disability Teacher Consultant
- Instructional Aides/Regular Substitutes
- Network Administrators
- Nurses
- Part-Time Instructional Aides
- Part-time Classroom Aides
- Part-time Paraprofessionals
- Principals'/ Supervisor's Secretaries
- School Building Secretaries
- School Psychologist
- Speech/Language Specialists
- Teachers
- Transportation Aides

But excluding:

- Asst. Board Secretary
- Attendance Officer
- Board Secretary
- Bus Mechanic & Mechanic's Helper
- Business Office Secretary
- Payroll/Purchasing Clerk
- Personnel Secretary

- Principals
- Social Worker
- Superintendent
- Superintendent's Secretary
- Supervisory Employees
- All confidential employees
- All employees excluded by law.

Except as otherwise provided herein, 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 _____, 2019 shall be effective as of **July 1, 2019**, and shall continue in effect until **June 30, 2020**. 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.

President, Lower Township Elementary Education Association	Gary Douglass President, Lower Township Board of Education
Secretary, Lower Township Elementary Education Association	John Hansen Secretary, Lower Township Board of Education

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 the full Association membership and approval of the full Board.
- 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 March 30th of the final year of the term of this Agreement. 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 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. This procedure is the sole and exclusive means for resolving disputes under this Agreement.
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. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall be deemed a rejection of the grievance and permit the aggrieved person or the Association to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
5. 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 on the official grievance form 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.
6. Level Two
 - A. The employee may appeal the Principal's/Supervisor's decision to the Superintendent of Schools or if no decision has been rendered within the time frame set forth in Level One. 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 or within the expiration of the timeframe set forth in Level One, whichever is sooner.

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 or if no decision has been rendered within the ten (10) calendar days set forth above, 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 determine 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 determine 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.

7. Level Three

- A. If the grievance is not resolved to the employee's satisfaction or if no decision is rendered in the time frame set forth in Level Two, the employee may request a review by the Board of Education within ten (10) calendar days of the decision by the Superintendent or within the expiration of the timeframe set forth in Level Two, whichever is sooner. 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 or Association, if requested, and render a decision in writing within fifteen (15) calendar days.

8. 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. Teachers shall become eligible for advancement on advanced degree guide columns if the following conditions are met:

1. Only Teachers who have tenured status in the District are eligible for advancement on advanced degree columns.
2. Courses credited for advancement must be on the graduate level from a duly accredited institution of higher education as accredited by the U.S. Department of Education and must be

related to current or future job responsibilities.

3. Courses credited must have been earned following the date of award of the employee's B.A. or M.A. degree.
4. To be eligible for advancement credit, eligible courses must be approved, in writing, by the Superintendent of Schools.
5. Credit will not be given to any correspondence, mail order or distance learning courses or degrees except those graduate level courses and degrees offered by New Jersey colleges and universities which are specifically designated as accredited graduate level and/or traditional graduate degrees.
6. Courses credited toward advancement from the "BA" to the "BA+15", "BA +30" or "BA +45" training levels shall not be accepted for advancement from the "MA" to the "MA+15", "MA +30", "MA +45" or "PHD" training levels.
7. Courses required for the renewal of a sub-standard certificate or the upgrading of a sub-standard certificate to a standard certificate may not be credited toward advancement in training level.
8. Teachers must present a certified transcript evidencing satisfactory completion of the graduate credits.
9. Teachers who present proof of completion of graduate credits eligible for advancement will be eligible for advancement as follows:

Transcript Submitted	Effective
February 1 to June 1	July 1
June 2 to August 1	September 1
August 2 to January 31	March 1

C.

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.

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

E. All members employed shall be paid according to a payroll schedule which includes 20 pays for 10 month employees and 24 pays for 12 month employees. (See schedule.)

F. 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.

- G. 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. Remuneration for each of the librarians is to be predicated upon 1/200th of his/her ten (10) month contractual salary for each day worked.
- H. 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.
- I. Upon expiration of this Agreement, incremental salary advancement will cease until a successor agreement is approved by the parties.
- J. All employees hired on or after July 1, 2016 shall undergo a post-offer physical examination by a District designated physician at the district's expense, or physician of their choosing at the employee's own expense, provided the District's physical examination criteria is used by the selected physician.

ARTICLE VI

INSURANCE PROTECTION

The Board agrees to provide insurance benefits ("Benefits"), which includes medical, prescription drug, and dental coverage, as described hereinafter to employees and their eligible dependents, where employees elect to receive and are eligible for such protection. All employees shall include a "civil union couple" and "one partner in a civil union".

Employees who are eligible for and elect to receive Benefits shall contribute toward the cost of the premium for such Benefits consistent with the Tier IV contribution levels as was set forth in New Jersey Public Law Chapter 78, P.L. 2011 as of May 1, 2015 for the appropriate level of coverage. The Board will pay for the remainder of the cost of the premium for such Benefits as allowed under a Benefits plan or its equivalent and applicable law.

Consistent with applicable law and regulations, the Board shall offer a flexible spending account plan ("FSA Plan") for participation by all employees. The terms and conditions of the FSA Plan will be determined by the designated FSA Plan administrator/provider.

The Board will offer health insurance benefits to eligible employees through several plans, including a plan with coverage that is equivalent to the New Jersey School Employee Health Benefits Program Direct 10, and a high deductible plan. Employees who elect to receive health insurance benefits may choose between the plans, subject to any applicable enrollment periods and/or any other terms and restrictions of such plans. In addition to the Direct 10 and high deductible plan or their equivalent, the Board may offer additional health plans with lesser benefit levels

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

Prescription Plan - The Board agrees to provide a \$0.00 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.

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 48 business hours or workdays except in case of an emergency written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. The above mentioned procedures shall in no way be construed to apply to meetings or conferences affecting the daily operation of the school or in the event of an emergency. Any suspension of an employee pending charges shall be with pay except as otherwise permitted by law.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. The Association President will be provided with either one (1) full day or two (2) half days of release time per month up to a maximum of six (6) full days per school year. The schedule for release time will be mutually agreed upon no later than September 1st of each school year by the Association and the Superintendent or designee. This provision will sunset June 30, 2020.

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:
 - i. A maximum of three (3) in-service days, and
 - ii. 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 is 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. Meetings held prior to the arrival of students, shall also be limited to sixty (60) minutes.
 - 1. When in the judgment 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. 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) contiguous 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. Memorial preschool teachers shall receive an additional fifty (50) contiguous minutes of conference/preparation time and a stipend (\$200.00 per semester and one comp day) due to the difficulty in scheduling the aforementioned forty (40) minute daily conference/preparation time.

Preparation time is defined as time for teacher preparation. If the need arises to leave the building during preparation time, teachers may do so provided they sign out at the main building office in the presence of office staff. Classroom teachers who take the daily attendance shall not be assigned duty prior to student arrival time.
 - 2. Summer, Saturday workshops and extracurricular activities shall be compensated at an hourly rate:

School years		
2016-2017: \$35.00	2017-2018: \$35.00	2018-2019: \$35.00

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.
 - 4. Nurses will receive a duty free lunch and prep time to be scheduled by the administration.

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.
- D. For any employee transferred after August 1, the Board will provide access to the new room or assignment one week prior to staffs' date of return, unless there is active construction/maintenance making it unsafe to return to the building.

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. All employee evaluations shall be conducted according to applicable law and regulations. 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 observation 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. Any such evaluations shall be conducted in accordance with applicable tenure reform and evaluation laws and regulations,
 2. 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.
 3. Reports shall be addressed to the employee.
 4. 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.
- 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. Upon retirement, a payment of \$90 will be made to support staff employees for each day of unused sick leave. 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, consistent with applicable law.

Upon retirement, a payment of \$100 will be made to professional staff employees for each day of unused sick leave. 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.
- H. If an employee provides notice of his/her retirement to the Board on or before the last school day the District is open before December 31 of the then current school year, he/she shall be eligible to receive payment for unused sick leave on or before the immediately following July 31. If an employee provides notice of his/her retirement to the Board after the last school day the District is open before December 31 of the then current school year, he/she shall not be eligible to receive payment for unused sick leave until July of the calendar year following the year in which the notice was provided.

Example #1: Employee submits notice of retirement on December 15, 2016, to be effective July 1, 2017, payment for unused sick time made by July 31, 2017.

Example #2: Employee submits notice of retirement on January 15, 2017, to be effective July 1, 2017, payment for unused sick time made by July 31, 2018.

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.
 - e. Jury duty - upon provision of appropriate official documentation from the Court in which the employee was called for jury duty.
- 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. Additional days without pay may be granted with the approval of the Superintendent. The exercise of this provision shall have no precedential effect and shall not be subject to the grievance procedure.
- 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 a disability requiring leave, the employee shall forthwith notify the Superintendent of Schools in writing as soon as practicable of the predicted dates of of the anticipated disability. All emoluments under sick leave provisions due to the individual employee shall be provided during this period..
 - 2. Leave for child-rearing purposes after the birth or adoption of a child may be granted by the Board without pay in accordance with applicable family leave laws.
- 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.
- 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 proceeding 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. Consistent with applicable law, 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".

- 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 up to the individual limits set forth above. Undergraduate credit shall be reimbursed based upon "current undergraduate rates" within the above guidelines.
- The total amount of tuition reimbursement to be paid by the Board per year shall be no more than the following:

School Years:

2019-2020: \$45,000

Tuition reimbursement shall be paid to eligible employees on a first come, first serve basis up until the aggregate cap for all employee tuition reimbursement is reached. Any unused funds from one year will roll over into the following year only.

- 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.
- E. Speech professionals shall be reimbursed for their license renewals as required by the District.

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 to his/her immediate supervisor 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 is released from the School District through no fault of their own as the result of a reduction in force 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.
- F. Seniority shall be applied according to years of service in each of the respective unit work categories (i.e., last hired first out).
- G. 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 unfixd 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

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

1. The work week for custodial staff shall be eight (8) hours per day, including a one-half (1/2) hour lunch, and two (2) fifteen (15) minute breaks per day five (5) days a week.
2. Custodial staff may be assigned schedules which may include work on weekend days, which assignments shall first be offered on a volunteer basis. In the event that there are

insufficient custodial staff who are voluntarily willing to work a schedule which includes weekend work, then such a schedule shall be assigned upon provision of two (2) weeks' notice to custodial staff in the order of the least senior staff member (with the experience/qualifications necessary to perform the work) first. In the event of a non-voluntary assignment of such a schedule, the custodial staff so assigned shall not be required to work a schedule including weekend work for more than four (4) consecutive weeks, and then not again for at least three (3) months thereafter.

3. When an emergency situation exists on a weekend day, as defined by the Superintendent, and no member of the custodial staff is scheduled to work that day, a member or members of the custodial staff will be required to work as directed by the Superintendent or his designee.
4. Custodians will be notified two (2) weeks in advance of any temporary change in shifts, except for emergency situations.

B. Custodial Holidays:

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

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 and summer hours shall be 7 AM to 2 PM.

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.

Any Custodian employee required to report to work for any reason beyond the regular schedule (i.e. call-ins) shall receive a minimum of two (2) hours overtime regardless of the time worked.

When custodial staff are required to provide coverage for another custodial staff member who is absent, and for whom no substitute has been obtained, the Board shall pay to the custodial staff member(s) no more than a total amount of thirty percent (30%) of the cost for a substitute. In the event one (1) custodial staff member provides coverage for an absent staff member, he/she shall receive the full amount of the coverage pay. In the event more than one (1) custodial staff member provides coverage for an absent staff member,

those staff members shall equally split the coverage pay.

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.

Vacation dates will be determined by seniority with prior approval of principal/supervisor provided that only one employee (with the same job description) from the same building will be on vacation at one time. The administration must be provided at least a one-week notice when such person shall take their vacation.

- 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 employed as of June 30, 2013 shall receive a payment of one-time 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 who obtained a Black Seal License on or before June 30, 2013 and maintains such license in effect. No additional payments will be made for Black Seal Licenses for any custodians hired on or after July 1, 2013 or for current custodians who do not already have such a license as of June 30, 2013.
- D. The custodian/carpenter will receive an additional stipend of \$1,150.00 annually.
- E. The head day custodian of each building will receive an additional stipend of \$1,050.00 annually.
- F. The head night custodian of each building will receive an additional stipend of \$850.00 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 \$1,250.00 stipend annually in addition to his/her regular salary. (3a.) Each school secretary shall receive an \$1,000.00 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 (6½) hours per day (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 One Hundred and Eighty (180) work days of six and one half (6½) hours (exclusive of lunch). Any Clerical staff that work additional days in the summer shall be paid at the hourly rate equal to the rate during the regular school year.

C. All twelve (12) month clerical staff will receive:

1. 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).
2. Three (3) weeks vacation after five (5) complete years of service.
3. Four (4) weeks vacation after ten (10) complete years of service.
4. 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 their vacation days at anytime. All clerical staff with more than five (5) complete years of service, but less than ten (10), shall be permitted to take up to ten (10) 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 three (3) weeks vacation at anytime 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.

D. 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.
5. On early dismissal days clerks may leave after student dismissal, excluding in-service days

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 a State-approved examiner. 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 State-approved examiner'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
Lunch duties, 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.
- Contracted drivers performing late bus runs shall be paid a flat rate of \$28.00 per run.
- Contracted drivers performing summer runs shall be paid an hourly rate of \$20.00.
- In the event a clean-up of bodily fluids is necessary on a driver's bus and the driver is required to perform the clean-up, the driver shall be provided with adequate safety equipment, including gloves, eye protection and a face mask, where necessary. If a driver is required to

perform the clean-up, the driver shall be paid for one (1) hour at the driver's regular hourly rate for any clean-up of bodily fluids on the driver's bus.

- In the event a driver is required to report for work in addition to the driver's regular run driving time in order to remove snow or ice from a driver's bus, the driver shall be paid for one (1) hour for snow removal at the driver's regular hourly rate.
- Contracted drivers will be compensated one quarter (1/4) hour for returning a student to his/her school if no parent is available at the student's designated drop off location and doing so exceeds the driver's contracted work day.

C. Field Trips:

1. Field trips shall be paid at the rate of \$21.50 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.

A list of scheduled field trip and/or late bus runs shall be posted at the beginning of each regular school year, or as soon as possible after such runs are scheduled. Drivers may request assignment for such runs, with preference given to the most senior driver requesting a particular run. In the event that no driver requests a particular field trip or late bus run, the Supervisor will assign a driver to that run 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.
3. 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.

Transportation workers shall have a mandatory training day of six and half (6.5) hours prior to the start of the school year, which shall be scheduled by the Superintendent or his/her designee and notice provided to all transportation workers no later than August 1. Transportation workers shall have two (2) additional training sessions during the school year, with a maximum of six (6) hours each.

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 by the NJOMB in accordance with applicable law and regulation.

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 unit;
 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.

ARTICLE XXXIV
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.

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 XXXV
FOOD SERVICE

A. Classification

1. There shall be two categories of food service workers.
 - a. Food Service Worker
 - b. Cook

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

Food service workers shall work on days when school is in session, plus two (2) days prior to opening and one (1) day after closing. One (1) of the days prior to school year shall be dedicated to training.

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 Serve Safe Certified; shall be compensated an annual stipend of \$200.00, to be paid prior to the end of the school year, for the cost of travel, dues, registration and credit costs for classes which have been approved and arranged by the Food Service Director.

- F. The senior cook or any food service worker acting as a building's lead person will receive an additional stipend of \$1,281.00 and the district baker will receive an additional stipend of \$1,100.00 annually. All cafeteria employees shall receive up to five (5) smocks per year supplied by the Board of Education. The Assistant to the Senior Cook will receive an additional stipend of \$831.00 annually. Two cashiers in each building, (Sandman Consolidated, Maud Abrams, Mitnick, and Memorial) will receive an additional stipend of \$719.00.

ARTICLE XXXVI

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 XXXVII

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 N.J.S.A. 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 (N.J.S.A. 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.
- 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.

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.

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.

ARTICLE XXXVIII

PART-TIME AIDES

- 1. The part-time Aide positions will be defined as Instructional Aides, Classroom Aides, and Paraprofessionals who work on average less than thirty (30) hours per week.
- 2. Part-time Aides will receive ten (10) sick leave days annually
 - i. A sick leave day for part-time Aides will be an average work day for a part-time Aide (i.e. If a part-time Instructional Aide typically works a four (4) hour work day, one (1) sick leave day will be equivalent to the four (4) hour work day).
 - ii. Accrued and unused sick leave days will accrue from year to year without limitation.
- 3. No other terms and conditions of employment currently set forth in the CNA will apply to the part-time Aide positions except as specifically set forth in this Section.

APPENDIX A

TEACHER GUIDES

BASE YEAR 2018-19

Salary Guide Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	PHD
1	50,032	51,336	51,854	52,372	52,888	53,406	53,923	54,441	54,958
2	50,482	51,786	52,304	52,822	53,338	53,856	54,373	54,891	55,408
3	50,932	52,236	52,754	53,272	53,788	54,306	54,823	55,341	55,858
4	51,382	52,686	53,204	53,722	54,238	54,756	55,273	55,791	56,308
5	51,882	53,186	53,704	54,222	54,738	55,256	55,773	56,291	56,808
6	52,682	53,986	54,504	55,022	55,538	56,056	56,573	57,091	56,608
7	53,482	54,786	55,304	55,822	56,338	56,856	57,373	57,891	58,408
8	54,482	55,786	56,304	56,822	57,338	57,856	58,373	58,891	59,408
9	57,182	58,486	59,004	59,522	60,038	60,556	61,073	61,591	62,108
10	59,982	61,286	61,804	62,322	62,838	63,356	63,873	64,391	64,908
11	62,932	64,286	64,804	65,322	65,838	66,356	66,873	67,391	67,908
12	65,982	67,286	67,804	68,322	68,838	69,356	69,873	70,391	70,908
13	69,782	71,086	71,604	72,122	72,638	73,156	73,673	74,191	74,708
14	73,592	74,896	75,414	75,932	76,448	76,966	77,483	78,001	78,518
15	78,092	79,396	79,914	80,432	80,948	81,466	81,983	82,501	83,018
16	82,592	83,896	84,414	84,932	85,448	85,966	86,483	87,001	87,518

BASE YEAR 2019-20

Salary Guide Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	PHD
1	50,398	51,702	52,220	52,738	53,254	53,772	54,289	54,807	55,324
2	50,848	52,152	52,670	53,188	53,704	54,222	54,739	55,257	55,774
3	51,298	52,602	53,120	53,638	54,154	54,672	55,189	55,707	56,224
4	51,748	53,052	53,570	54,088	54,604	55,122	55,639	56,157	56,674
5	52,248	53,552	54,070	54,588	55,104	55,622	56,139	56,657	57,174
6	53,048	54,352	54,870	55,388	55,904	56,422	56,939	57,457	57,974
7	53,848	55,152	55,670	56,188	56,704	57,222	57,739	58,257	58,774
8	54,848	56,152	56,670	57,188	57,704	58,222	58,739	59,257	59,774
9	57,548	58,852	59,370	59,888	60,404	60,922	61,439	61,957	62,474
10	60,348	61,652	62,170	62,688	63,204	63,722	64,239	64,757	65,274
11	63,348	64,652	65,170	65,688	66,204	66,722	67,239	67,757	68,274

12	66,348	67,652	68,170	68,688	69,204	69,722	70,239	70,757	71,274
13	70,148	71,452	71,970	72,488	73,004	73,522	74,039	74,557	75,074
14	73,958	75,262	75,780	76,298	76,814	77,332	77,849	78,367	78,884
15	78,458	79,762	80,280	80,798	81,314	81,832	82,349	82,867	83,384
16	83,392	84,696	85,214	85,732	86,248	86,766	87,283	87,801	88,318

APPENDIX B

SECRETARY GUIDES

BASE YEAR 2018-19

Salary Guide Step	Salary
1	35,297
2	35,697
3	36,097
4	36,597
5	37,097
6	37,597
7	38,097
8	38,597
9	39,097
10	39,597
11	40,097
12	40,647
13	41,497
14	42,497
15	43,497
16	44,597
17	45,597
18	46,547

BASE YEAR 2019-20

Salary Guide Step	Salary
1	36,009
2	36,409
3	36,809

4	37,309
5	37,809
6	38,309
7	38,309
8	39,309
9	39,809
10	40,309
11	40,809
12	41,359
13	42,209
14	43,209
15	44,209
16	45,309
17	46,309
18	47,259

APPENDIX C

Custodians

BASE YEAR 2018-19

Salary Guide Step	Salary
1	34,223
2	34,723
3	35,723
4	35,723
5	36,423
6	37,123
7	37,823
8	38,573
9	39,343
10	40,143
11	40,943
12	41,743
13	42,543
14	43,413

15	44,513
16	45,613
17	46,613
18	47,613

BASE YEAR 2019-20

Salary Guide Step	Salary
1	34,910
2	35,410
3	35,910
4	36,410
5	37,110
6	37,180
7	38,510
8	39,260
9	40,030
10	40,830
11	41,630
12	42,430
13	43,230
14	44,100
15	45,200
16	46,300
17	47,300
18	48,300

APPENDIX D

Clerks and Aides

BASE YEAR 2018-19

Salary Guide Step	Salary
1	23,707
2	24,007
3	24,307
4	24,657

5	25,407
6	26,207
7	27,032
8	27,857
9	28,682
10	29,582
11	30,482
12	31,417
13	32,377

BASE YEAR 2019-20

Salary Guide Step	Salary
1	23,882
2	24,182
3	24,482
4	24,832
5	25,582
6	26,382
7	27,207
8	28,032
9	28,857
10	29,757
11	30,657
12	31,592
13	32,677

APPENDIX E

Food Service/Cook/Baker

BASE YEAR 2018-19

Salary Guide Step	Food Service	Cook/Baker
1	14.68	16.88
2	14.93	17.17
3	15.18	17.46
4	15.43	17.74

5	15.83	18.20
6	16.23	18.66
7	16.63	19.12
8	17.07	19.63
9	17.53	20.16
10	17.99	20.69
11	18.45	21.22
12	18.91	21.75
13	19.38	22.29
14	19.86	22.84
15	20.36	23.41

BASE YEAR 2019-20

Salary Guide Step	Food Service	Cook/Baker
1	14.78	16.98
2	15.03	17.27
3	15.28	17.56
4	15.53	17.84
5	15.93	18.30
6	16.33	18.76
7	16.73	19.22
8	17.17	19.73
9	17.63	20.26
10	18.09	20.79
11	18.55	21.32
12	19.01	21.85
13	19.48	22.39
14	19.96	22.94
15	20.46	23.51

APPENDIX F

Drivers and Transportation Aides

BASE YEAR 2018-19

Salary Guide Step	Driver	Aide
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1	24.18	17.92
2	24.53	
3	24.88	
4	25.28	
5	25.72	
6	26.32	
7	27.00	
8	27.91	
9	29.11	

BASE YEAR 2019-20

Salary Guide Step	Driver	Aide
1	24.57	18.31
2	24.92	
3	25.27	
4	25.67	
5	26.11	
6	26.71	
7	27.39	
8	28.30	
9	29.50	