

COLLECTIVE BARGAINING AGREEMENT

between

THE LOPATCONG TOWNSHIP BOARD OF EDUCATION

and

THE LOPATCONG EDUCATION ASSOCIATION

For the Period: July 1, 2009 - June 30, 2012

PREAMBLE

The Board of Education hereby recognizes the Lopatcong Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all unit members, but excluding the following: Superintendent/Administrative Principal, Superintendent/Administrative Principal's Confidential Secretary, Assistant Principal, Business Administrator/Board Secretary, Assistant Business Administrator/Board Secretary, Child Study Team Director, Child Study Team Director's Confidential Secretary, Technology Coordinator and Supervisor of Buildings and Grounds.

"Unit" - All certified and non-certified personnel except exclusions stated above.

"Association" - Lopatcong Education Association

"Board" - Lopatcong Board of Education

Unless otherwise indicated, the term "certified personnel" or teachers when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined and references to male certified personnel shall include female certified personnel. Employees not required by law to have a certificate for their position will hereafter be referred to as non-certified or support staff.

This Agreement shall become effective July 1, 2009, and remain in full force and effect until midnight, June 30, 2012.

ARTICLE I

EMPLOYEE ASSIGNMENTS

Employees who desire a change in grade or subject assignment or who desire to transfer to another building for the forthcoming year may file a written statement of such desire with the Administrator not later than April 30th. Such statement shall include the grade and/or subject to which the certified personnel desire to be assigned, in order of preference. The final determination of the request shall be at the sole discretion of the Board of Education, and final determination will not be subject to the "Grievance Procedure."

All job openings including summer jobs, after school paid instructional positions, and homebound instruction shall be posted in a common area of both schools as well as communicated via e-mail. All job postings shall also be given to the president at the time the job is posted.

ARTICLE II

NON-TEACHING DUTIES

- A.** As part of their professional assignments, certified personnel are responsible for supervision and discipline of students from the time they arrive at school until they depart. Certified personnel shall receive a duty-free lunch period, the length of which shall be equal to the student's lunch period.

- B.** Faculty members who participate as advisors to certain Board-approved extra-curricular activities shall be compensated by stipend(s) as indicated in the attached Exhibit "A."

ARTICLE III

SICK LEAVE

I. Certified Staff:

- A.** All certified Unit Members, both full and part-time, employed for the entire school year, shall be entitled to ten (10) cumulative sick days per year of employment with Lopatcong Township School. All Unit Members employed for less than the entire school year shall be entitled to sick days on a pro-rated basis.
- 1.** Any personal day(s) remaining unused by the employee at the end of the school year shall be added to his/her cumulative sick leave for the coming year.
- B.** The Board may grant at its discretion to all certified teachers moving from any public school system directly into Lopatcong Township system credit for accumulated sick days as follows:
- 1.** Twenty (20) percent of accumulated sick days up to a maximum of twenty (20) days.
- 2.** All such computed days will be rounded off to the nearest whole day.
- 3.** Certification of accumulated sick days from previous employer is required.
- C.** Additional sick leave may be granted to any teacher who has exhausted all of their regular sick days upon request and in the sole discretion of the board, on a case-by-case basis. If granted, sick days shall be at the rate of pay equal to the difference between the teacher's pay and the substitute's pay.
- D.** All personnel absent due to illness exceeding three (3) consecutive days may be required to furnish to the Administrator a certification from a medical doctor.
- E. Family Illness: Certified Staff**
- Six (6) days may be taken in any one school year, due to the illness of an immediate family member including parent, spouse, child, brother, sister or any member residing in the household. These days would be subtracted from the sick days.

ARTICLE III (continued)

SICK LEAVE (continued)

II. Non-Certified Staff

A. Accumulative:

1. All non-certified unit members both full and part-time, employed for either 10 or 12 months per year, shall be entitled to either 10 or 12 cumulative sick days per year of employment with Lopatcong Township School. All Unit Members employed for less than the entire year shall be entitled to sick days on a pro-rated basis.
2. An employee's personal sick days may be used for serious illness in the employee's immediate household. However, family illness days will be limited to 12 days per year for 12-month employees and 10 days per year for 10-month employees. (These days would be subtracted from the accumulated number of sick days).

B. Notification of Accumulation:

Employees shall be given a written accounting of accumulated sick leave days no later than September 1 of each contract year.

- C.** An employee absent due to illness beyond 5 days or on the day before or the day after a paid holiday will be required to submit medical verification of his/her illness from a licensed medical practitioner. Failure to do so may result in loss of pay for the day or days of absence.

ARTICLE IV

PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

A. Reimbursement for College Credits:

1. Graduate credits must be in the field of Education or related to the subject being taught. The Superintendent has the power to determine and approve if the graduate credits are in the field of Education or related to the subject being taught.

If the Board and the employee cannot mutually agree, then eligibility for reimbursement for graduate credits taken as correspondence or online courses will be based upon and limited to the extent to which these credits would be accepted by the State of New Jersey Department of Higher Education. The institution from which any credits are earned shall be a duly authorized institution of higher education as defined in section 3 of P.L.1986, c.87 (C.18A:3-15.3).

2. No courses will be accepted which are taken to satisfy deficiency lists for certification.
3. Credits are reimbursable upon successful completion of the course. The total amount shall not exceed fifty thousand dollars (\$ 50,000.00) for the 2009-2010 school year, fifty thousand dollars (\$ 50,000.00) for the 2010-2011 school year, and fifty thousand dollars (\$ 50,000.00) for the 2011-2012 school year.
4. Tuition reimbursement will be as follows:
 - a. Reimbursement for a student in a non-matriculated program will be contingent upon receiving a B grade or better and 50 percent reimbursement for a C grade.
5. Proper application forms must be submitted and filed, with a copy of a paid bill and final transcript attached, in the Business Office as an initial step. The application form, a copy of a paid bill and final transcript must be submitted by October 1 or February 1 following the completion of the course and the receipt of a final grade, whichever is applicable.
6. In the event the total amount sought by all of the members shall exceed the pre-stated limit for credit reimbursement, such excess shall be borne by the members pro-rata. Course credits taken during the summer and fall sessions will be reimbursed in February of that school year, after all applications for the spring term have been submitted. Courses taken during the spring session will be reimbursed upon completion of the course and after receipt of all required documentation.

ARTICLE IV (continued)

PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT
(Continued)

7. Reimbursement for Graduate Level Courses

Total Amount Allocated by the Board divided by the total number of credit hours taken = amount per credit hour.

If the amount to be paid to a Unit member should exceed the actual amount spent, the excess shall be evenly divided among the remaining applicants. In no instance shall an individual receive more than 100 percent reimbursement for his or her course costs. All certified personnel, whether full or part-time, shall receive full course reimbursement.

- 8.** All graduate credits taken, not specifically used to satisfy M.A. requirements, may be used for further horizontal advancement on the guide.

B. Workshop and Curriculum Development:

- 1.** The Board will pay the full cost of tuition and other "reasonable expenses" (including fees, meals served at workshop sessions, lodging and/or transportation), incurred by the unit members who attend such sessions, other than in-school sessions, in connection with any workshops, conferences, in-service training sessions, or other sessions which a unit member attends as a part of his/her continuing education plan or is required to attend by the Principal and/or the Lopatcong Board of Education.

- 2.** In any given year, the Board will provide the opportunity for in-service professional development experiences that will assist the teacher in attaining the required 100 hours of continuing education. If a teacher misses the Board's programs it is his/her responsibility to make up the required hours at their expense unless other training requests are approved by the Superintendent. The district experiences will be sufficient to meet the employee's annual progress requirement.

ARTICLE IV (continued)

PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT
(continued)

In-service programs shall be conducted during the in-school teacher workday and work year if teacher attendance is required. All district in-service programs shall be eligible for continuing education credit. To this end, the Association agrees to the addition of one (1) additional in-service day per year, for a total of five in-service days and a total of 185 teacher days. Six (6) hours of approved continuing education credit shall be provided each day. These days shall be added to the teacher work year the first full year the State implements the “continuing education program.” In the event that the state no longer requires participation in the program, two (2) additional in-service days shall be immediately deleted from the teacher work year.

The district will maintain a record of the number of hours of continuing education for each teacher and provide each teacher with an accounting of his/her accumulated hours each September. Any discrepancies between the district’s and teacher’s records should be noted within 30 days of receipt of the board records.

C. Other Educational Expenses:

The Board will provide up to fifty dollars \$50 per year, excluding sales tax, per teacher. Materials are subject to the approval of the administration, and if not used shall become the property of the Board of Education. The Board will provide, to all members, a letter clarifying the tax-exempt status of educational purchases for use in the classroom. Teacher should receive a tax-exempt letter by January.

ARTICLE V

PREPARATION TIME

- A.** Certified Staff shall have a minimum of 190 minutes and a maximum of 225 minutes preparation time per week.

This preparation time will be available so long as special subject teachers are on staff to replace the regular classroom teacher. If there is a reduction in special teacher staff, the Superintendent shall have the discretion to adjust prep periods proportionately.

An effort will be made to obtain qualified substitutes for absent teacher specialist, such as music, physical education, provided notice is given prior to 6:30 a.m. of the day of absence.

ARTICLE VI

SALARIES

- A.** Unit members may individually elect, no later than the first week in September, to have deductions made from their gross salary. By signed authorization, the unit member may exercise one or both of the following options for payment of the amounts deducted on his behalf.

The total amount deducted to be deposited with:

- a.** Tri Co Federal Credit Union
- b.** First Commonwealth Federal Credit Union

Either option may be exercised and the unit member may change his authorization during the school year. The authorization for payroll deductions shall state that the unit member agrees to indemnify and save the Board of Education harmless in the event of any claim, loss or suit arising as a result of deductions made by the Board in accordance with the above.

- B.** When a pay day falls on or during a school holiday, vacation or weekend, unit members shall receive their paychecks on the last pervious working day.
- C.** Unit members shall receive their final checks on the last working day in June.
- D.** The Board of Education will allow five (5) different Tax Shelter Annuity Plans to be handled through the Board Secretary.
- E.** All unit members working on a part-time basis, except for homebound instruction, shall be paid on a pro-rata basis according to their position on the salary schedule. These personnel shall be entitled to all benefits as provided for in the contract.
- F.** The Board agrees to deduct a representation fee from the wages of each employee who is not a member of the LEA and shall remit the monies collected to the LEA every month.

ARTICLE VII

LIAISON COUNCIL

A. Purpose:

A Liaison Council shall meet at the request of either party with such meeting to occur within 3 weeks of date requested, unless extended by mutual agreement.

The purpose of the Council shall be to strengthen the Educational Program through recommendations, research, implementation and the evaluation by the Board of Education and the Association, to best meet the needs of the students, the school, and the community.

B. Membership:

The Council shall consist of a minimum of three (3) representatives appointed by the Board of Education and a minimum of three (3) representatives by the Education Association and an Administrator. The Administrator is a non-voting member.

At all times, the voting members of the Council shall contain an equal number of Board and Association Representatives.

C. Meetings:

The Council shall schedule meetings as the need arises either by Association or Board request.

ARTICLE VIII

TEMPORARY LEAVES OF ABSENCE

A. **Types of Leave:**

Unit members shall be entitled to the following temporary non-cumulative leaves and absence with full pay each school year.

1. **Personal:**

Three days leave of absence for personal, legal, business, household or family matters all of which require absence during school hours. The leaves may be granted in ½ day periods subject to the availability of a substitute. Application to the Administrator for personal leave shall be made at least five (5) days before taking such leave (except in case of emergency). The applicant for such leave shall be required to state the reason for taking such leave if the day is immediately before or after a vacation period. The Administrator has the authority to grant or not grant such leave.

No more than two (2) non-certified employees or more than one (1) in any job category will be granted personal leave at the same time.

2. **Death:**

- a. In the event of death of the teacher's parent, spouse, mother-in-law, father-in-law, child, great-grandparent, grandparent, or grandchild, the teacher shall be granted time off without loss of pay, which shall commence on or after the day of death and be completed within two (2) calendar weeks after the day of the funeral, but in no event to exceed five (5) consecutive work days.
- b. In the event of death of the teacher's brother, sister, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the teacher shall be granted time off without loss of pay, which shall commence on or after the day of death and be completed within two (2) calendar weeks after the day of the funeral, but in no event to exceed three (3) consecutive work days.
- c. Unit members shall be granted one (1) day in the event of death of a unit member's relative outside the immediate family defined above.
- d. Teachers shall be allowed to take funeral leave in other than the consecutive days increments as outlined above in sections (a) and (b) above upon prior notice to and in the sole discretion of the Superintendent.

ARTICLE VIII (continued)

TEMPORARY LEAVES OF ABSENCE (continued)

3. Legal:

With the exception of a tenure hearing or other matter adverse to the member, unit members may have time necessary for appearances in any legal proceedings connected with the employees' employment with the school system or in any other legal proceeding if the employee is required by law to attend. If the member prevails in a tenure hearing or other adverse matter, leave time will be retroactively applied and the member compensated consistent with this agreement.

B. In Addition to Sick Leave:

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

C. Good Cause

Other leaves of absence with or without pay may be considered by the Board.

D. Convention Leave:

1. Pursuant to N.J.S.A. 18A:31-2, whenever any 12 month or 10-month secretary or office clerk applies to the Board of Education for permission to attend the annual convention of the New Jersey Education Association, such permission shall be granted for a period of not more than two (2) days in any one year and he/she shall receive his/her whole salary for the days of actual attendance upon the sessions of such convention upon filing with the secretary of the Board a certificate of attendance.
2. In accordance with current practice, teachers shall not be required to attend school on N.J.E.A. Convention days and shall not receive extra compensation for attending the N.J.E.A. Convention.

E. Family and Medical Leave Act Leave

Many unit members are entitled under the Family and Medical Leave Act ("FMLA") to an unpaid leave of absence, for up to twelve (12) weeks in any twelve (12) month period, for the birth, adoption or foster placement of a child, or the serious health condition of the employee or a family member (i.e., child, parent, or spouse).

ARTICLE VIII (continued)

TEMPORARY LEAVES OF ABSENCE (continued)

Many unit members are also covered by the New Jersey Family Leave Act (“NJFLA”) which entitles covered workers to an unpaid leave of absence for a period not to exceed twelve (12) weeks in a twenty-four (24) month period for: (1) the birth, adoption, or foster placement of a child; or (2) a serious health condition of a family member.

The Board shall measure leave entitlement by using a rolling twelve (12) month (or twenty-four (24) months under the NJFLA) period. A unit member may only take the maximum twelve (12) weeks during this rolling period.

Where leave is requested for a reason which qualifies under both laws, FMLA and NJFLA leave run at the same time and cannot be “stacked.” In certain special circumstances, unit members may be able to add NJFLA time to leave provided under the FMLA.

Leave granted due to the serious health condition of the unit member or a family member may be taken consecutively, intermittently, or on a reduced leave (part-time) schedule with certain restrictions. Intermittent or reduced leave schedule requested for the healthy birth, adoption or foster placement of a child is not permitted except with the agreement of the Board. Such permission shall be at the sole discretion of the Board and shall not be subject to arbitration under this agreement. Leave for the healthy birth, adoption or foster placement of a child must commence within one year of the healthy birth, adoption or foster placement.

Eligible employees must provide thirty (30) days advance written notice for leave due the birth, adoption or foster placement of a child or the employee’s own serious medical condition. Fifteen (15) days advance written notice should be provided for all other reasons (or lesser reasonable notice in emergencies). Where written notice is impractical, employees should provide oral notice, and later confirm the notice in writing. This notice must be provided to the Superintendent. Employees must provide a certification issued by a licensed health care provider demonstrating the need for leave, prior to the start of leave, where possible. The failure to provide such certification may result in the denial of leave. The Board may require periodic re-certifications for longer leaves. The Board may also require, at its own expense, a second or third opinion concerning the need for leave.

Employees taking family or medical leave will be returned to their former positions or a substantially equivalent position upon return from leave, to the extent required by law. Employees taking leave for their own serious health condition will be required to present a fitness-for-duty report prior to being returned to work. The failure to return from leave at the leave’s expiration may result in termination of employment, subject to any additional legal protections covering the unit member. An employee requesting an extension of leave must give at least two business days’ notice where possible.

ARTICLE VIII (continued)

TEMPORARY LEAVES OF ABSENCE (continued)

The Board will continue to provide workers taking family and medical leave under the FMLA with health insurance benefits as if those employees had continued to work during the leave period. Employees on leave will be responsible for their co-pays and other insurance costs as if they had remained working.

For periods during which an employee is on leave due to a personal injury caused by an accident arising out of and in the course of employment, receiving Worker's Compensation or receiving Temporary Disability Benefit payments, such leave may be taken in addition to any personal, sick days, or other leave time provided by the Board.

Not all unit members are eligible for this leave benefit. New hires and some part-time unit members are not covered by this policy. Eligibility requirements are similar, but not identical, for FMLA and NJFLA leave. Unit members who have been with the District for at least one (1) year, and have worked one-thousand, two-hundred, and fifty (1,250) hours in the twelve (12) months preceding the leave request are eligible for FMLA leave, while those who have been with the Board for one (1) year and have worked at least one-thousand (1,000) base (non-overtime) hours in the prior twelve (12) months are eligible for NJFLA leave.

Leaves taken under the FMLA and/or the NJFLA shall be subject to the statutes and regulations governing such leaves.

F. Relationship Between Family and Medical Leave Act Leave and other Temporary Leave

As indicated above, FMLA and NJFLA leave may not be stacked and must run concurrently. Other temporary leave discussed above may be stacked and taken consecutively with any FMLA and/or NJFLA leave.

ARTICLE IX

INSURANCE PROTECTION

A. Medical Plan

The Board shall provide the health-care insurance protection as designated below. Non-certified employees will be eligible for insurance protection if they normally work in excess of thirty (30) hours per week

1. Provisions of Coverage and Carrier:
Provisions of the health-care insurance program shall be as detailed in the current contract agreed to by the Board and the Association, with medical and prescription drug coverage under major medical provided by Amerihealth through its Preferred Provider Organization (“PPO”).
2. Employees will be reimbursed the first \$200 of their or their families’ deductible as specified on an “Explanation of Benefits” statement. Receipts for reimbursement must be submitted to the Business Administrator twice annually, on or before December 1 and/or June 1. Reimbursement will be received after the next meeting following those dates at which the Board approves bills.

B. Part-time certified staff members enrolled in the Plan prior to July 1, 1984, shall receive full benefits. All other part-time certified professional staff members shall be accorded protection on a pro-rata basis.

C Dental Plan

The Dental Plan is to be as detailed in the current contract agreed to by the Board and the Association with the Board paying the full cost of the employee only component of the premium, which shall provide a maximum annual benefit of \$2,000 per person, and the unit member and the Board splitting the added cost of family dependent coverage and husband and wife coverage on a 50/50 basis. The Board shall also provide orthodontic benefits for child dependents of unit members, at a rate of 50%, with a maximum, per lifetime, benefit not to exceed \$1,500.

D. The Board shall have the right to change insurance carriers so long as the Association is given prior notice of the change and equal to or better than benefits are provided.

ARTICLE IX (continued)

INSURANCE PROTECTION (continued)

E. Section 125 Waiver

The Board shall offer unit members the opportunity to waive any or all of the above-mentioned health benefits in exchange for a cash payment to the unit member of 50% of the premium amount the Board would otherwise have paid for coverage on behalf of the unit member, pursuant to Section 125 of the Internal Revenue Code, provided that the unit member demonstrates to the Board, in writing, that he or she receives medical benefits from another provider.

Effective July 1, 2010, the cap for opting out of the healthcare medical plan shall be four thousand dollars (\$4,000.00), or 50% of the plan premiums, whichever is less. This excludes the waiver of dental benefits which are still subject to the requirements of the paragraph above.

At no time shall more than 9% of the members be permitted to exercise this waiver in any given school year, and no more than 24% of the members, cumulatively, may be permitted to exercise this waiver, overall, at any time. The manner of election shall be by written form provided by the Board's broker of record, with an election system to be used at the LEA's option. If no election system is proposed by the LEA, election shall be on a first-come, first-served basis. If proposed, the election system shall be attached hereto, and incorporated herein, as Exhibit "D."

The form provided by the broker of record will contain the following language which any unit member who elects to waive benefits must sign:

"I waive my right to elect coverage in return for a cash incentive equal to 50% of the premium that would otherwise be paid on my behalf by the Board. Payment will be as follows: ½ of the cash incentive in my second December paycheck and the remaining ½ in my second June paycheck. I may re-enroll for coverage unconditionally each subsequent July 1st. I may only re-enroll during a school year upon proof of a life status change (e.g., unemployment, death or disability of a spouse, divorce, etc.). I acknowledge that if I choose to re-enroll during a school year based on a change in life status, any subsequent waiver payment owed to me would be forfeited and applied to the cost of coverage."

ARTICLE X

GRIEVANCE PROCEDURE

A. Definitions:

1. "Unit" refers to preamble.
2. "Association" refers to preamble.
3. A "grievance" shall mean a complaint by a Unit member of the LEA alleging, a violation, misinterpretation or inequitable application of established policy or administrative decision governing or affecting him or of any of the provisions of this agreement. The term "grievance" shall not apply to any matter of which:
 - (a) A method of review is prescribed by law or State Board of Education rule, or
 - (b) Is contrary to law or the rules of the State Department of Education.

B. Purpose:

1. The purpose of the grievance procedure is to secure at the lowest level, solutions to the grievance presented. Both parties agree that these proceedings will be kept informal and confidential at all levels of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any unit member 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 represented at such adjustment.

C. Procedure:

1. Level One:
A unit member with a grievance shall first discuss it with the Administrator within ten (10) school days after the grievable action occurred, after then either directly or through the Association, with the objective of resolving the matter informally.
2. Level Two:
If the party filing the grievance is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, he may file the grievance in writing with the Association. Within five (5) school days after receiving the written grievance, the Association may refer it to the Board, if, in the opinion of the

Association, the grievance has merit.

ARTICLE X (continued)

GRIEVANCE PROCEDURES (continued)

3. Level Three:

Within fifteen (15) school days after receiving the written grievance, the Board shall review the case and, at the next scheduled Board meeting render a written decision.

4. Level Four:

The Association may, within five (5) school days inform the Board that advisory arbitration is being invoked.

Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association 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 the Public Employment Relations Commission by either party. The parties shall then be bound to the rules and procedures of the Public Employment Relations Commission, including those rules relating to the selection of an arbitrator.

The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his decision for settlement not later than twenty (20) school 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 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 the Agreement. The decision of the arbitrator shall be non-binding and advisory in nature. Neither party may be compelled to take or withhold from taking any action based on the decision.

The costs 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 same.

D. Miscellaneous:

1. The time limits specified at any level may be extended by mutual agreement.
2. All Unit members will continue under the direction of the Administrator, regardless of the pendency of any grievance, until such grievance is properly determined.

ARTICLE XI

PERSONNEL FILES

- A.** No derogatory material shall be placed in an employee's file unless the employee has had an opportunity to read it. The employee may file an answer to any such material. The employee shall sign the material to indicate he read it.
- B.** An employee may, upon request, inspect the contents of his personnel file, except pre-employment material.

ARTICLE XII

SAVINGS CLAUSE

- A.** Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board, consistent with applicable law, in force of said date, shall continue to be so applicable during the term of this Agreement.

ARTICLE XIII

HOMEBOUND INSTRUCTION

A. **Homebound Instruction:**

"Certified" members who participate in Homebound Instruction shall be reimbursed at the hourly rate for which the state reimburses the district for homebound instruction time. In addition, one hour of planning time per week will also be reimbursed at the state rate.

All positions for homebound instruction shall be offered to Unit members first.

ARTICLE XIV

MILEAGE REIMBURSEMENT

- A.** Employees engaged in school-related activities which involve the use of the employees' vehicles shall be reimbursed at the rate established by the Internal Revenue Service as the standard mileage rate when determining the cost of operating your car.

The activities must have had prior approval by the Superintendent and/or the Board of Education and submitted on or before June 30 immediately following the conclusion of each school year. Any expense submitted after that time will be considered waived and not paid.

ARTICLE XV

MATERNITY DISABILITY LEAVE

The Board shall grant maternity disability leave without pay to any unit member upon request subject to the following stipulations and limitations and consistent with state laws and commissioner's decisions.

- A.** The Board may remove any pregnant unit member from her duties for any one of the following reasons:
 - 1.** Her performance substantially declines from period preceding pregnancy.
 - 2.** Her physical condition or capacity renders her incapable of performing her assigned duties, which situation shall be deemed to exist if:
 - a.** The Board's physician concludes that she is unable to continue working; however, if the decision of the Board's physician is in conflict with that of the unit member's physician, a third physician shall be consulted, and his decision shall be final. The cost of the third physician shall be paid equally by the Association and the Board.

- B.** The Board shall grant a leave of absence with pay for medical reasons associated with pregnancy and birth to pregnant unit members on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. Title 18A: 30-1 et seq.

For normal pregnancies, this leave shall consist of 20 working days prior to delivery and 20 working days following delivery so long as the employee has accumulated sick leave sufficient to cover the term of the leave.

Employees shall be entitled to maternity disability leave with pay beyond the standard period of disability referenced above so long as the employee has accumulated sick leave sufficient to cover the requested additional leave.

In order to be eligible for said additional leave, the employee must submit written medical evidence from her physician, to the Board.

- C.** The unit member shall inform the Superintendent of the anticipated delivery date. No later than 90 days prior to the anticipated delivery date, the unit member shall

ARTICLE XV (continued)

MATERNITY DISABILITY LEAVE (continued)

request either a leave of absence while she is disabled, for which accumulated sick leave may be utilized, or an unpaid leave of absence for child care. The Board may require any unit member to produce a certificate from a physician in support of the requested dates. The physician's certification is subject to agreement by the Board's physician; however, if the decision of the Board's physician is in conflict with that of the unit member's physician, a third physician shall be consulted and his decision shall be final. The cost of the third physician shall be paid equally by the Association and the Board.

Following the grant of such leave to any unit member, the commencement and termination dates may be further extended or reduced for medical reasons upon application by the unit member to the Board. Such extension or reduction shall be granted, but the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change is not medically contra-indicated. The Board may require any unit member to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician; however, if the decision of the Board's physician is in conflict with that of the unit member's physician, a third physician shall be consulted and his decision shall be final. The cost of a third physician shall be paid equally by the Association and the Board.

- D.** The beginning of such leave shall be at the discretion of the unit member. However, for teachers, the Board may change the return dates to coincide with the beginning of a marking period, Spring break, or Christmas break, provided such change does not cause the leave to be less than 15 months. If this should happen, the teacher may elect to extend the leave to the beginning of the next marking period. However, if the teacher opts to return at the beginning of the fourth marking period, the Board reserves the right to extend such leave to the beginning of the following year.
- E.** Upon return from a maternity leave of absence, the unit member shall be reinstated in her same position for which she is certified. However, if a position on her grade level is eliminated, the reinstated teacher will be assured of equal consideration for any change in staff placement. The final determination will be at the sole discretion of the Board of Education.
- F.** The Board is under no compulsion to continue the employment of non-tenured employees beyond the contracted period so long as the non-renewal of employment is not based substantially upon a condition of pregnancy or childbirth. The maternity leave period shall not be counted for tenure purposes.

ARTICLE XV (continued)

MATERNITY DISABILITY LEAVE (continued)

- G.** Advancement on the salary schedule shall be based upon the date of commencement of the leave of absence. The unit member will be granted credit for the full negotiated salary increase if she works more than ninety (90) days. Paid leave days shall count as days worked. However, if she works less than ninety (90) days, there will be no advancement on the salary guide schedule. If a member fails to work ninety (90) days during a school year, the member shall be moved back one (1) level on the salary locator. A member shall be moved back one level for each year during which the member failed to work ninety (90) days.
- H.** The maximum length of time a unit member may request to have maternity leave shall not exceed fifteen (15) months from the beginning of such leave. However, such leave may be extended subject to Board's approval of the return date as explained in "D".
- I.** Adoption: Any unit member adopting a child 18 years or younger, shall receive leave which shall commence upon receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption. In addition, the unit member shall be entitled to the provisions outlines in Article XV, Sections D, F and G, as they apply to leaves of absence for adoption of a child. The unit member seeking such leave shall notify the Board in advance if possible. The unit member shall notify the Board of intent to adopt when application is made and such leave shall begin when the family receives the child.

ARTICLE XVI

STUDY LEAVES

A. Purpose:

A leave shall be granted to a teacher by the Board for study in the field related to the subject being taught or for reasons the Board decides shall be of value to the school system.

B. Conditions:

Study leave shall be granted subject to the following conditions:

1. Number of Teachers -

If there are sufficient qualified applicants, study leaves shall be granted to a maximum of one (1) teacher at any one time. If more than one (1) teacher applied for study leave in any one year, requests will be honored on the basis of seniority.

2. Length of Time -

No more than one (1) full year's study leave shall be granted during any given budget year.

3. Requests -

Requests for study leave must be received by the principal in writing, in such form as may be mutually agreed on by the Association and the principal, no later than January 1, and action must be taken not later than February 1 of the school year preceding the school year for which the study leave is requested.

4. Minimum time to Qualify -

The teacher has completed at least seven (7) full school years of service in the Lopatcong Township School District.

5. Pay -

A teacher on study leave shall continue to receive medical and dental coverage and life insurance benefits paid for by the Board.

6. Return -

Upon return from a study leave, a teacher shall be assigned a position commensurate to the one he or she last held. The teacher shall return to the district for a time equal to the length of the leave. If a member fails to work ninety (90) days during a school year, the member shall be moved back one (1) level on the salary locator. A member shall be moved back one level for each year during which the member failed to work ninety (90) days.

ARTICLE XVII

RETIREMENT PAY

The Board agrees to implement a Retirement Benefit Program as follows:

A. Eligibility:

Any member of the Unit who is retiring from the district and is eligible for pension benefits as defined by Title 18A: 66 et seq. "Teachers Pension and Annuity Fund" or the Public Employees Retirement System and has at least ten years of service in the district.

B. Benefit:

Effective July 1, 2009, all eligible unit members shall receive a retirement benefit of \$450 for each year of full time or permanent employment in the district. Effective July 1, 2010, a cap of fifteen thousand (\$15,000.00) shall be imposed as the maximum payout for \$450 multiplied by each year of service in the district, totaling the retirement benefit payout. Any employee who has earned more than fifteen thousand (\$15,000.00), as of June 30, 2010, shall receive their accumulated total amount.

C. When an eligible employee (unit member) should die before receiving the lump sum payment, the estate of the deceased member shall receive the lump sum payment within ninety (90) days after the death of the employee (unit member).

D. Preliminary notification of intent to retire shall be made by January 1, at the year of expected retirement. If early retirement is necessitated, the retiree shall receive payment within ninety (90) days after the date of retirement.

E. With the exception of paragraph C above, the retiree shall receive the payment in his or her Section 403b account. If an account has not been previously established, an account will be created prior to the payment.

Depending upon the nature of the payment and Section 403b of the Internal Revenue Code, retirement payments may be subject to State and Federal taxes.

ARTICLE XVIII

EMPLOYEE RIGHTS

- A.** Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that an employee of the Board shall have the right freely to organize, join and support the L.E.A. and its affiliates for the purposes of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or 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 membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or this institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B.** No employee shall be disciplined, reprimanded, reduced in rank of compensation, without just cause. Any such action asserted by any agent or representative of the Board, except where required by law or court order, shall not be made public and shall be subject to the grievance procedure herein set forth.
- C.** No non-certified, non-tenured employee shall be non-renewed without just cause, following a 3 year probationary period. Any dispute relating to the termination of a non-tenured, non-certified employee shall be subject to binding arbitration as discussed below in this sub-paragraph.

The Association may, within five (5) school days' notice of the termination, inform the Board that binding arbitration is being invoked. If notice is not provided within five (5) school days, all rights to contest the termination are waived.

Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association 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 with the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound to the rules and procedures of the Public Employment Relations Commission, including those rules relating to the selection of an arbitrator.

The arbitrator shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his or her binding decision for settlement not later than twenty (20) school 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 shall be without power or authority to make any decision,

ARTICLE XVIII (continued)

EMPLOYEE RIGHTS (continued)

which requires the commission of an act, prohibited by law or which is violative of the terms of the Agreement.

The costs 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 same.

- C. Whenever any employee is required to appear before the Board, or any committee of the Board concerning matters of employment, he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during the meeting or interview.

ARTICLE XIX

ASSOCIATION RIGHTS

- A.** The Board agrees to furnish to the Association all available public information that is required by law and applicable to the Lopatcong School System.

- B.** Whenever any member of the Association who has filed a grievance is mutually scheduled by the Parties to participate during that individual's working hours in grievance proceedings, neither he nor his employee representative in the employ of the Board shall suffer loss of pay.

- C.** Representative of the Association, with prior written notice to the Administration, shall be permitted to transact official Association business on school property provided that it does not interfere with:
 - 1. Employee's scheduled working hours
 - 2. Scheduled educational hours
 - 3. Other previously scheduled activities
 - 4. Normal school operations

- D.** The Association's secretary, with the approval of the administrator, may use school business equipment within reasonable limits for Association purposes.

ARTICLE XX

COMPLAINT PROCEDURE

- A.** No action will be taken against an employee based upon a complaint until or unless as complete an investigation of the complaint as is reasonably possible has been made.

- B.** The employee shall be given an opportunity to discuss the complaint with the Superintendent before any administrative action is taken.
 - 1.** Notwithstanding the foregoing or any other provision of this Agreement, the Board may, in its sole and complete discretion, take appropriate action to safeguard students, staff and the public by suspending, with pay, any employee who is the subject of a complaint involving a possible threat to the safety of students, staff, and/or the public. Such suspension may last until the completion of the investigation set forth in paragraph (A) above. Suspension pursuant to this paragraph shall not be grievable pursuant to Article X (Grievance Procedure) of this Agreement.

- C.** Any action taken by the Board, its designee, or the administrative principal against the employee as a result of a complaint must be so indicated and is subject to the provisions of Article X (Grievance Procedure) of this Agreement.

ARTICLE XXI

BOARD RIGHTS

- A.** The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right subject only to the limitations imposed by the language of this Agreement. In accordance with applicable laws and regulations pertaining to the following:
1. To direct employees of the school district;
 2. To hire, promote, transfer, assign, and retain employees in positions in the school district, and for causes stipulated by law or in this Agreement, to suspend, to demote, discharge, or take other disciplinary action against employees;
 3. To relieve employees from duty because of reduction in force or for other reasons as determined by law;
 4. To maintain the efficiency of the school district operations entrusted to them;
 5. To determine the methods, means, and personnel by which such operations are to be conducted; and
 6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE XXII

WORK SCHEDULE

- A.** **All non-certified personnel** who are regularly employed **20 or more hours per week** shall be provided annual contracts based upon the relevant terms of this Agreement.
- B. Work Year:**
1. Certified personnel will be employed on a 185 day work year basis. The employee's work year may not be changed without negotiation with the union.
 2. The 4 days, prior to the last day of school, shall be the minimum number of hours, including lunch, required by law to count as a full day for students. The teacher day will be 7 hours on the 4 days prior to the last day of school. The first 2 days will be in-service days, the other 2 days will be designated for end-of-year teacher close-out activities.
 3. Custodians and Secretaries will be employed on a 10 or 12 month work year basis. The employee's work year may not be changed without negotiation with the union.

4. Lunchroom Supervisor, Teacher Aides and Clerks will be employed for 181 days. Any days worked beyond 181 days will be based on per diem rate to be included with last paycheck in June.
5. The 10-month work year is September 1 to June 30. The 12-month work year is July 1 to June 30.
6. All anniversary dates will be adjusted to either January 1 or July 1, whichever is closest to the first date of continuous employment.

C. Work Hours:

1. Employees will be told on or before the first day of the work year their work days and work hours. Neither the work days nor the work hours may be changed without negotiation with the union.
2. Employees shall be required to attend one (1) regularly scheduled faculty meeting per month unless there are extenuating circumstances. One (1) additional faculty meeting may be scheduled when necessary in the judgment of the administration with at least one week notice. Joint building meetings may be held with mandatory attendance not to extend longer than 60 minutes beyond the earliest building dismissal. Attendance at these aforementioned faculty meetings is mandatory unless there are extenuating circumstances.
3. Certified employees work seven (7) hours per day.

ARTICLE XXII (continued)

WORK SCHEDULE (continued)

4. The work shift for non-certified employees excluding additional part-time employees that may be subsequently hired is as follows, subject to the discretion of the Board:
 - a. **Custodians** - Eight (8) hours exclusive of a 30-minute lunch period.
 - b. **Secretary** - Seven and one-half (7-1/2) hours exclusive of a 30-minute lunch period.
 - c. **Lunchroom Supervisor** - Two hours (2.0).
 - d. **Classroom Aide** - Seven (7) hours per day.
 - e. **Clerk** - Five and one-half (5-1/2) hours per day, excluding lunch.

D. Call Time and Overtime:

1. Any custodian who has worked (40) hours during a week will be compensated:
 - a. At the rate of time and a half for overtime on weekdays;
 - b. Overtime on Saturdays to be paid at time and a half;
 - c. Overtime on Sundays to be paid at double time;
 - d. Custodians shall have the right to refuse work beyond the regularly scheduled day or week for straight time pay; and
 - e. Custodians shall receive a minimum of two (2) hours overtime pay, at the appropriate rate, for all unscheduled call in work. "Call in work" shall not include additional work during a regular work day and "unscheduled" shall be defined as having received less than 48 hours notice.
2. All scheduled overtime on a paid holiday (see F) shall be paid at the rate of two (2) times the employee's regular hourly rate.
3. All overtime must be previously authorized by the Administrator.

E. Vacation Schedule:

1. Vacation eligibility shall be determined as of June 30 of each year.
2. Vacation times shall be scheduled to coordinate with the work schedule and shall be

ARTICLE XXII (continued)

WORK SCHEDULE (continued)

subject to the approval of the Administrator.

3. When more than one employee in a general classification seeks vacation at the same time and work schedules do not permit such vacation scheduling, seniority based upon total number of years in the employment of the district shall take precedence.
4. Employees shall be eligible for vacation on the following basis:
 - (a) Non-certified, twelve month personnel employed for less than one year shall be entitled to one-day of vacation for each month of employment to a maximum of five exclusive of holidays and weekends.
 - (b) Non-certified, twelve month personnel employed by the Lopatcong School District from two (2) through six (6) years shall be entitled to ten (10) days of vacation exclusive of holidays and weekends.
 - (c) Non-certified, twelve month personnel employed by the Lopatcong School District more than six (6) years shall be entitled to fifteen (15) days of vacation exclusive of holidays and weekends.
 - (d) Non-certified, twelve month personnel employed by the Lopatcong School District more than 10 years shall be entitled to one (1) additional vacation day for each additional year of employment, beginning with their eleventh year and ending with their fifteenth year, to a maximum of twenty (20) days of vacation exclusive of holidays and weekends.

F. Recognized Holidays:

1. Ten (10) month full-time non-certified employees, excluding teacher aides, lunchroom supervisor and clerk, (see Article XXII, B. #1) shall be entitled to Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, Day before New Year's, New Year's Day, President's Day, Memorial Day, Good Friday and Monday after Easter with no loss of pay. (Provided that school is not scheduled to be in session).
2. Twelve (12) month full-time non-certified employees, excluding teacher aides (see Article XXII, B. #1) shall be entitled to the days in Article XXII, F. #1, plus Independence Day, with no loss of pay.

G. Work Uniforms:

Custodial and maintenance personnel shall be provided with three serviceable work uniforms purchased by the Board by September 1st annually or they shall be reimbursed for the purchase of three serviceable work uniforms annually. This reimbursement will be capped at the purchase price of three serviceable work uniforms from the Board's vendor. The uniforms shall be at the discretion of the Administrator.

ARTICLE XXII (continued)

WORK SCHEDULE (continued)

H. Bus Drivers:

In the event that the Board employs bus drivers during this contract period, all language previously negotiated concerning said position should remain in effect. (See 1988-89 supportive staff contract).

I. Salary Guides:

The intent of the Support Personnel (Non-Certified) Employment Salaries is for full-time employees. Part-time custodial employees are not eligible to move beyond the first step of the guide, nor may the time served be considered towards seniority.

ARTICLE XXIII

EMPLOYMENT PROCEDURE FOR SUPPORT STAFF

A. Resignation

1. A non-certified employee who is resigning from his position shall give a minimum of two weeks notice.

2. Earned vacation for 12-month non-certified employees, employed over 12 months, shall be paid according to the proportion of full months worked to the total contract year.

3. A non-certified employee resigning with less than two weeks notice shall not be paid for unused vacation.

B. Contract Notification

1. Employees shall be given written notice of their contract for the forthcoming year, no later than April 30.

ARTICLE XXIV

PROTECTION OF EMPLOYEES

- A.** Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger the health, safety or well being of a normally healthy person.
- B.** The Board shall reimburse an employee for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his employment to the extent of coverage provided by the Workman's Compensation insurance carried by the Board.
- C.** As provided by N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-7, whenever any civil or administrative action or other legal proceeding is brought against an employee for any act or omission arising out of and in the course of the performance of the duties of such employee, the Board shall defray the costs of such action, including the cost of counsel fees and costs and shall indemnify the employee for any loss resulting there from. This provision shall not apply to any disciplinary proceeding instituted by the Board against the employee or when the employee is appealing an action taken by the Board.
- D.** With respect to any criminal or quasi-criminal action instituted against an employee for an act or omission referenced above, where the action is dismissed or results in a final disposition in favor of the employee, the Board shall reimburse the employee for the costs of defending such proceeding, including counsel fees and costs. This provision shall not apply to proceedings brought by or on behalf of the Board.

ARTICLE XXV

EXTENDED LEAVE OF ABSENCE

- A.** Military
Consistent with New Jersey and Federal Statutes and Regulations.
- B.** Illness in Family
Non-Certified employees shall be granted a leave of absence without pay of up to six (6) months for the purpose of caring for a seriously sick member of the non-certified employee's immediate family. Additional leave may be granted at the discretion of the Board.
- C.** Return from Leave
All benefits to which the non-certified employee was entitled at the time of his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time of said leave commenced, if available, or if not, to a substantially equivalent position. For non-certified employees returning to work prior to the expiration of FMLA or NJFLA leave, job restoration shall be as required pursuant to statute.
- D.** Extensions and Renewals
1. All requests for extension or renewal of leaves shall be in writing.
 2. Leaves granted by the Board will be set in writing.

ARTICLE XXVI

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

The parties agree pursuant to the provisions of Chapter 123, Laws of 1974, to negotiate in good faith with respect to terms and conditions of employment.

B. Negotiations shall commence with a meeting at a mutually satisfactory place and time within thirty (30) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. Each party shall promptly make available to the other, upon request, all information required by law. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

C. This agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

D. The Board agrees not to negotiate concerning said employees in the negotiation unit as defined in The Preamble of This Agreement, with any organization other than the Association for the duration of this Agreement.

E. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

F. Proposed new rules or modifications of the existing rules governing negotiable working conditions shall be negotiated with the majority representative before they are established. This provision shall not be construed as limiting the managerial prerogatives of the Board as provided by applicable law.

ARTICLE XXVII

MISCELLANEOUS PROVISIONS

A. Policy:

This agreement constitutes policy for the term of said Agreement, and the Parties shall carry out the commitments contained herein and give them full force and effect.

B. Separability:

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Compliance between Individual Contract and Master Agreement:

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

D. Printing Agreement:

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.

E. Notice:

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by facsimile or certified letter at the following addresses:

1. **If by Association to:**
Board of Education
Lopatcong Township School
321 Stonehenge Drive
Phillipsburg, New Jersey 08865
2. **If by Board to:**
Lopatcong Education Association
Lopatcong Township School
321 Stonehenge Drive
Phillipsburg, New Jersey 08865

ARTICLE XXVIII

FULLY BARGAINING PROVISION

- A.** This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were or could have been subject to negotiations.
- B.** The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C.** The Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- D.** This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.
- E.** It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationships and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The parties for the life of this Agreement hereby waive any rights to request or negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

ARTICLE XXIX

MENTORING

A. Procedure for Selection of Mentoring Teacher

1. All positions shall be posted and all assignments shall be voluntary.
2. If the number of volunteers exceeds the number of available positions, the final selection shall be at the discretion of the Superintendent subject to the following condition. Applicants must first be selected from these grade levels which correspond to the position of the professional teacher, if available from the list of volunteers.

Primary - Kindergarten - 3rd grade

Middle - Grades 4-6

Upper - Grades 7-8

3. If there are no applicants, the Superintendent shall advertise outside the district.

B. Observations by the Mentoring Teacher

Mentoring teachers do not have to conduct observations.

C. Compensation for Mentoring Teacher

Each mentor, by October 1, will indicate to the Business Administrator, whether or not they wish to receive monies due in excess of the State's contributions to the Board for mentoring. The teacher being mentored shall be responsible for the difference between what is reimbursed by the State and the \$550. If so desired, the monies will be deducted from the individual being mentored in equal installments beginning in January and paid to the mentor in full by June 1. (Alternate route mentors will be reimbursed \$1,000 per year.)

The Mentoring Teacher shall receive \$550 per year to be paid upon completion. The cost is to be paid by the teacher being mentored. The cost to be deducted in 20 equal payments. If the mentoring is not completed the Mentor shall receive a pro-rated payment.

ARTICLE XXX

SALARY GUIDES FOR NON-CERTIFIED STAFF

- A. Effective July 1, 2009, the non-certified staff shall receive the increase outlined in Attachment B
- B. Effective July 1, 2010, the non-certificated staff shall receive the increase outlined in Attachment B.
- C. Effective July 1, 2011, the non-certified staff shall receive the increase outlined in Attachment B;
- D. All increases are inclusive of increment where applicable and shall be retroactive to July 1, 2009, where referenced.

ARTICLE XXXI

SALARY GUIDES FOR CERTIFIED STAFF

Salary guides for the Certified Staff are attached hereto as Attachment C and will reflect the following:

Effective July 1, 2009, the certified staff base salaries shall be increased by 3.9 %;

- A. Effective July 1, 2010, the certified base salaries shall be increased by 3.9%;
- B. Effective July 1, 2011, the certified staff base salaries shall be increased by 4.0%;
- C. All increases are inclusive of increment where applicable and shall be retroactiveto July 1, 2010, where referenced.

ARTICLE XXXII

DURATION OF AGREEMENT

This Agreement shall be in full force and effective as of July 1, 2009, and shall remain in effect to and including June 30, 2012, without reopening date. This Agreement shall continue in full force and effect from year to year thereafter. Should the parties hereto fail to reach and accord for a new Agreement before the termination of this Agreement, the terms and conditions of this Agreement shall continue until the new Agreement is signed changing the terms and conditions retroactive to July 1, 2009.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this _____ day of _____, 2010.

Lopatcong Board of Education

Lopatcong Education Association

EXHIBIT “A”

STIPEND PAYMENTS

The Board agrees to provide stipend payments to members who assist students in certain extracurricular activities, pursuant to the schedule set forth above. Stipend payments will be increased yearly, consistent with the percentage increase for salaries set forth above.

Therefore, for the 2009-2010 school year “one stipend” equals \$680. For the 2010-2011 school year “one stipend” equals \$706. For the 2011-2012 school year “one stipend” equals \$734.

For example, stipend payments are based on a formula in which “one stipend,” equals \$680, for the 2009-2010 school year - a one stipend position is paid \$680, a two stipend position is paid \$1,360, a half stipend position is paid \$340, and so forth. In cases where multiple members are assisting in one activity, the Board will make a lump-sum payment to the members at the amount approved by the Board.

Student Council	4 stipends
Special Olympics	2 stipends
School Newspaper	2.5 stipends
Instrumental Music	2.5 stipends
Choral Music	2 stipends
Forensics	1.5 stipends
Yearbook	3 stipends
Young Consumers Program	1.5 stipends
Pictures and Music Assistance for Graduation	1 stipend
Drama Club	4 stipends
Activity Zone	2 stipends
R.E.B.E.L.	1 stipend or “per the Rebel 2 Contract”
Morning Monitors – ES (4)	2.5 stipends each
Morning Monitor – MS (1)	1 stipend
IRS Committee	1 stipend
Enrichment	2 stipends

- Solar Cars
- Battle of the Books
- Invention Convention

Exhibit B

Article XXXI

Salary Guides for Non-Certified Staff

Custodians - Hourly Rate (Full Time)

2009 - 2010 \$25.33
 2010 - 2011 \$25.83
 2011 - 2012 \$26.34

Lunchroom Supervisors - Hourly Rate

2009 - 2010 \$21.60
 2010 - 2011 \$22.03
 2011 - 2012 \$22.47

Aides - Hourly Rate - A = 0 to 3 years, B = 4 to 6 years, C = 7 plus years

	A	B	C
2009 - 2010	\$22.59	\$24.96	\$27.75
2010 - 2011	\$23.04	\$25.45	\$28.30
2011 - 2012	\$23.50	\$25.95	\$28.86

Salary Guide for All Non-Certified Staff

To Include Custodians (full time), lunchroom supervisors, clerks, secretaries, and classroom aides

New Hires as of 9-09

Hourly Rate

	A Hired 09-10	B Hired 10-11	C Hired 11-12
2009 - 2010	\$15.00		
2010 - 2011	\$15.30	\$15.00	
2011 - 2012	\$15.60	\$15.30	\$15.00

Note: Head Custodian's wage rate is an additional \$.35 per hour effective July 1, 1998. Head Custodian's position is an appointed person to be designated each year if the Board chooses.

Salary Guide Exhibit "C"
July 1, 2009 to June 30, 2010

Locator	08-09 BA	Increase	09-10/BA	BA+15	BA+30	BA+45/MA	MA+15	MA+30
TT			\$46,550	\$48,411	\$50,273	\$52,134	\$53,996	\$55,857
SS	\$46,026	\$1,912	\$47,938	\$49,799	\$51,661	\$53,522	\$55,384	\$57,245
RR	\$46,826	\$1,912	\$48,738	\$50,599	\$52,461	\$54,322	\$56,184	\$58,045
QQ	\$47,626	\$1,912	\$49,538	\$51,399	\$53,261	\$55,122	\$56,984	\$58,845
PP	\$48,426	\$1,912	\$50,338	\$52,199	\$54,061	\$55,922	\$57,784	\$59,645
OO	\$49,226	\$1,912	\$51,138	\$52,999	\$54,861	\$56,722	\$58,584	\$60,445
NN	\$50,026	\$1,912	\$51,938	\$53,799	\$55,661	\$57,522	\$59,384	\$61,245
MM	\$50,826	\$1,912	\$52,738	\$54,599	\$56,461	\$58,322	\$60,184	\$62,045
LL	\$51,626	\$1,912	\$53,538	\$55,399	\$57,261	\$59,122	\$60,984	\$62,845
KK	\$52,426	\$1,912	\$54,338	\$56,199	\$58,061	\$59,922	\$61,784	\$63,645
JJ	\$53,226	\$1,912	\$55,138	\$56,999	\$58,861	\$60,722	\$62,584	\$64,445
II	\$54,026	\$1,912	\$55,938	\$57,799	\$59,661	\$61,522	\$63,384	\$65,245
HH	\$54,826	\$1,912	\$56,738	\$58,599	\$60,461	\$62,322	\$64,184	\$66,045
GG	\$55,619	\$1,912	\$57,531	\$59,392	\$61,254	\$63,115	\$64,977	\$66,838
FF	\$56,511	\$1,912	\$58,423	\$60,284	\$62,146	\$64,007	\$65,869	\$67,730
EE	\$57,470	\$1,912	\$59,382	\$61,243	\$63,105	\$64,966	\$66,828	\$68,689
DD	\$58,523	\$1,912	\$60,435	\$62,296	\$64,158	\$66,019	\$67,881	\$69,742
CC	\$59,524	\$1,912	\$61,436	\$63,297	\$65,159	\$67,020	\$68,882	\$70,743
BB	\$60,683	\$1,912	\$62,595	\$64,456	\$66,318	\$68,179	\$70,041	\$71,902
AA	\$63,528	\$1,912	\$65,440	\$67,301	\$69,163	\$71,024	\$72,886	\$74,747
A	\$66,583	\$1,912	\$68,495	\$70,356	\$72,218	\$74,079	\$75,941	\$77,802
B	\$68,217	\$1,912	\$70,129	\$71,990	\$73,852	\$75,713	\$77,575	\$79,436
C	\$68,626	\$1,912	\$70,538	\$72,399	\$74,261	\$76,122	\$77,984	\$79,845
D	\$69,875	\$1,912	\$71,787	\$73,648	\$75,510	\$77,371	\$79,233	\$81,094
E	\$70,612	\$1,912	\$72,524	\$74,385	\$76,247	\$78,108	\$79,970	\$81,831
F	\$71,429	\$1,912	\$73,341	\$75,202	\$77,064	\$78,925	\$80,787	\$82,648
G	\$71,929	\$1,912	\$73,841	\$75,702	\$77,564	\$79,425	\$81,287	\$83,148
H	\$72,456	\$1,912	\$74,368	\$76,229	\$78,091	\$79,952	\$81,814	\$83,675
I	\$72,877	\$1,912	\$74,789	\$76,650	\$78,512	\$80,373	\$82,235	\$84,096
J	\$73,711	\$1,912	\$75,623	\$77,484	\$79,346	\$81,207	\$83,069	\$84,930
K	\$74,247	\$1,912	\$76,159	\$78,020	\$79,882	\$81,743	\$83,605	\$85,466
L	\$75,722	\$1,912	\$77,634	\$79,495	\$81,357	\$83,218	\$85,080	\$86,941
M	\$76,301	\$1,912	\$78,213	\$80,074	\$81,936	\$83,797	\$85,659	\$87,520

July 1, 2010 to June 30, 2011

Locator	09-10 BA	Increase	10-11/BA	BA+15	BA+30	BA+45/MA	MA+15	MA+30
UU			\$47,050	\$49,111	\$51,173	\$53,234	\$55,296	\$57,357
TT	\$46,550	\$2,002	\$48,552	\$50,613	\$52,675	\$54,736	\$56,798	\$58,859
SS	\$47,938	\$2,002	\$49,940	\$52,001	\$54,063	\$56,124	\$58,186	\$60,247
RR	\$48,738	\$2,002	\$50,740	\$52,801	\$54,863	\$56,924	\$58,986	\$61,047
QQ	\$49,538	\$2,002	\$51,540	\$53,601	\$55,663	\$57,724	\$59,786	\$61,847
PP	\$50,338	\$2,002	\$52,340	\$54,401	\$56,463	\$58,524	\$60,586	\$62,647
OO	\$51,138	\$2,002	\$53,140	\$55,201	\$57,263	\$59,324	\$61,386	\$63,447
NN	\$51,938	\$2,002	\$53,940	\$56,001	\$58,063	\$60,124	\$62,186	\$64,247
MM	\$52,738	\$2,002	\$54,740	\$56,801	\$58,863	\$60,924	\$62,986	\$65,047
LL	\$53,538	\$2,002	\$55,540	\$57,601	\$59,663	\$61,724	\$63,786	\$65,847
KK	\$54,338	\$2,002	\$56,340	\$58,401	\$60,463	\$62,524	\$64,586	\$66,647
JJ	\$55,138	\$2,002	\$57,140	\$59,201	\$61,263	\$63,324	\$65,386	\$67,447
II	\$55,938	\$2,002	\$57,940	\$60,001	\$62,063	\$64,124	\$66,186	\$68,247
HH	\$56,738	\$2,002	\$58,740	\$60,801	\$62,863	\$64,924	\$66,986	\$69,047
GG	\$57,531	\$2,002	\$59,533	\$61,594	\$63,656	\$65,717	\$67,779	\$69,840
FF	\$58,423	\$2,002	\$60,425	\$62,486	\$64,548	\$66,609	\$68,671	\$70,732
EE	\$59,382	\$2,002	\$61,384	\$63,445	\$65,507	\$67,568	\$69,630	\$71,691
DD	\$60,435	\$2,002	\$62,437	\$64,498	\$66,560	\$68,621	\$70,683	\$72,744
CC	\$61,436	\$2,002	\$63,438	\$65,499	\$67,561	\$69,622	\$71,684	\$73,745
BB	\$62,595	\$2,002	\$64,597	\$66,658	\$68,720	\$70,781	\$72,843	\$74,904
AA	\$65,440	\$2,002	\$67,442	\$69,503	\$71,565	\$73,626	\$75,688	\$77,749
A	\$68,495	\$2,002	\$70,497	\$72,558	\$74,620	\$76,681	\$78,743	\$80,804
B	\$70,129	\$2,002	\$72,131	\$74,192	\$76,254	\$78,315	\$80,377	\$82,438
C	\$70,538	\$2,002	\$72,540	\$74,601	\$76,663	\$78,724	\$80,786	\$82,847
D	\$71,787	\$2,002	\$73,789	\$75,850	\$77,912	\$79,973	\$82,035	\$84,096
E	\$72,524	\$2,002	\$74,526	\$76,587	\$78,649	\$80,710	\$82,772	\$84,833
F	\$73,341	\$2,002	\$75,343	\$77,404	\$79,466	\$81,527	\$83,589	\$85,650
G	\$73,841	\$2,002	\$75,843	\$77,904	\$79,966	\$82,027	\$84,089	\$86,150
H	\$74,368	\$2,002	\$76,370	\$78,431	\$80,493	\$82,554	\$84,616	\$86,677
I	\$74,789	\$2,002	\$76,791	\$78,852	\$80,914	\$82,975	\$85,037	\$87,098
J	\$75,623	\$2,002	\$77,625	\$79,686	\$81,748	\$83,809	\$85,871	\$87,932
K	\$76,159	\$2,002	\$78,161	\$80,222	\$82,284	\$84,345	\$86,407	\$88,468
L	\$77,634	\$2,002	\$79,636	\$81,697	\$83,759	\$85,820	\$87,882	\$89,943
M	\$78,213	\$2,002	\$80,215	\$82,276	\$84,338	\$86,399	\$88,461	\$90,522

July 1, 2011 to June 30, 2012

Locator	10-11 BA	Increase	11-12/BA	BA+15	BA+30	BA+45/MA	MA+15	MA+30
VV			\$47,550	\$49,811	\$52,073	\$54,334	\$56,596	\$58,857
UU	\$47,050	\$2,160	\$49,210	\$51,471	\$53,733	\$55,994	\$58,256	\$60,517
TT	\$48,552	\$2,160	\$50,712	\$52,973	\$55,235	\$57,496	\$59,758	\$62,019
SS	\$49,940	\$2,160	\$52,100	\$54,361	\$56,623	\$58,884	\$61,146	\$63,407
RR	\$50,740	\$2,160	\$52,900	\$55,161	\$57,423	\$59,684	\$61,946	\$64,207
QQ	\$51,540	\$2,160	\$53,700	\$55,961	\$58,223	\$60,484	\$62,746	\$65,007
PP	\$52,340	\$2,160	\$54,500	\$56,761	\$59,023	\$61,284	\$63,546	\$65,807
OO	\$53,140	\$2,160	\$55,300	\$57,561	\$59,823	\$62,084	\$64,346	\$66,607
NN	\$53,940	\$2,160	\$56,100	\$58,361	\$60,623	\$62,884	\$65,146	\$67,407
MM	\$54,740	\$2,160	\$56,900	\$59,161	\$61,423	\$63,684	\$65,946	\$68,207
LL	\$55,540	\$2,160	\$57,700	\$59,961	\$62,223	\$64,484	\$66,746	\$69,007
KK	\$56,340	\$2,160	\$58,500	\$60,761	\$63,023	\$65,284	\$67,546	\$69,807
JJ	\$57,140	\$2,160	\$59,300	\$61,561	\$63,823	\$66,084	\$68,346	\$70,607
II	\$57,940	\$2,160	\$60,100	\$62,361	\$64,623	\$66,884	\$69,146	\$71,407
HH	\$58,740	\$2,160	\$60,900	\$63,161	\$65,423	\$67,684	\$69,946	\$72,207
GG	\$59,533	\$2,160	\$61,693	\$63,954	\$66,216	\$68,477	\$70,739	\$73,000
FF	\$60,425	\$2,160	\$62,585	\$64,846	\$67,108	\$69,369	\$71,631	\$73,892
EE	\$61,384	\$2,160	\$63,544	\$65,805	\$68,067	\$70,328	\$72,590	\$74,851
DD	\$62,437	\$2,160	\$64,597	\$66,858	\$69,120	\$71,381	\$73,643	\$75,904
CC	\$63,438	\$2,160	\$65,598	\$67,859	\$70,121	\$72,382	\$74,644	\$76,905
BB	\$64,597	\$2,160	\$66,757	\$69,018	\$71,280	\$73,541	\$75,803	\$78,064
AA	\$67,442	\$2,160	\$69,602	\$71,863	\$74,125	\$76,386	\$78,648	\$80,909
A	\$70,497	\$2,160	\$72,657	\$74,918	\$77,180	\$79,441	\$81,703	\$83,964
B	\$72,131	\$2,160	\$74,291	\$76,552	\$78,814	\$81,075	\$83,337	\$85,598
C	\$72,540	\$2,160	\$74,700	\$76,961	\$79,223	\$81,484	\$83,746	\$86,007
D	\$73,789	\$2,160	\$75,949	\$78,210	\$80,472	\$82,733	\$84,995	\$87,256
E	\$74,526	\$2,160	\$76,686	\$78,947	\$81,209	\$83,470	\$85,732	\$87,993
F	\$75,343	\$2,160	\$77,503	\$79,764	\$82,026	\$84,287	\$86,549	\$88,810
G	\$75,843	\$2,160	\$78,003	\$80,264	\$82,526	\$84,787	\$87,049	\$89,310
H	\$76,370	\$2,160	\$78,530	\$80,791	\$83,053	\$85,314	\$87,576	\$89,837
I	\$76,791	\$2,160	\$78,951	\$81,212	\$83,474	\$85,735	\$87,997	\$90,258
J	\$77,625	\$2,160	\$79,785	\$82,046	\$84,308	\$86,569	\$88,831	\$91,092
K	\$78,161	\$2,160	\$80,321	\$82,582	\$84,844	\$87,105	\$89,367	\$91,628
L	\$79,636	\$2,160	\$81,796	\$84,057	\$86,319	\$88,580	\$90,842	\$93,103
M	\$80,215	\$2,160	\$82,375	\$84,636	\$86,898	\$89,159	\$91,421	\$93,682