

**AGREEMENT
BETWEEN
LACEY TOWNSHIP
BOARD OF EDUCATION
AND
LACEY TOWNSHIP
EDUCATION ASSOCIATION**



JULY 1, 2015 TO JUNE 30, 2018

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PREAMBLE

This agreement, entered into this 21st day of March 2016, by and between the Board of Education of Lacey Township, Ocean County, New Jersey, hereinafter called the “Board” and the Lacey Township Education Association, hereinafter called the “Association.”

WITNESSETH:

WHEREAS, the Parties have reached certain understanding which they desire to confirm in this Agreement to be it.

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

ARTICLE I - RECOGNITION

A. The Board hereby recognized the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for the following personnel whether under Contract, on leave, on a per-diem basis, employed or to be employed by the Board as full time employees; including:

1. Teachers
2. Librarians
3. Nurses
4. Guidance Counselors
5. Secretaries
6. Clerks and all other clerical personnel
7. Bus Drivers
8. Attendance Officers
9. Custodians

10. Para Professional (Teacher/Health/Transportation)
 11. Computer Technicians
 12. Grounds Maintenance Workers
 13. Cafeteria Workers
 14. Garage Mechanics
 15. Athletic Trainer
 16. Interpreter
 17. District Maintenance
 18. Computer Maintenance Tech, Field Tech, Computer Network Tech, Computer Repair Tech, Database Manager, SIS Coordinator, Help Desk
 19. Speech Therapists
 20. Security Personnel
 21. Deans of Discipline
- but excluding:
1. All Supervisory Personnel, including, but not limited to Superintendents, Assistant Superintendents, Principals, and Supervisors, and also excluding:
 2. Substitute Teachers, part time
 3. Any part time employee, whether certificated or not.
 4. Superintendent's Secretary, Assistant Secretary to the Superintendent and Superintendent's Office Staff
 5. Board Secretary, Assistant to the Board Secretary, Administrative Assistant to the Board Secretary, and Business Office Staff.

B. Unless otherwise indicated, the term of employees when used hereinafter in this Agreement, shall refer to all negotiating units as above defined and references to male employees shall include female employees.

C. The requirements and benefits of the following Agreement provisions do not apply to:

CATEGORY I TEACHERS

Article III I

Article V CAT, II, III, IV, V, VI, VII, VIII, IX

Article VIII CAT. II, III, IV, V, VI, VII, VIII, IX

Article IX CAT. III, V, VI, VIII, IX

Article XIII CAT. II, VII, VIII

Article XXI CAT. II, III, V, VI, VIII, IX

Article XXVIII

Article XXIX

Article XXX

CATEGORY II SECRETARIAL, CLERICAL,

Article III, D.I

Article V CAT I, III, IV, V, VI, VII, VIII, IX

Article VI

Article VII

Article VIII CAT. I, III, IV, V, VI, VII, VIII, IX

Article IX G, H, I, J, CAT III, V, VI, VIII, IX

Article XII

Article XIII CAT. I

Article XVI C 1 & 2

Article XXI B, D, 2c (and shall contain an overall rating) CAT. V, VI, VIII

Article XXII 8

Article XXIV

Article XXVIII

Article XXIX

Article XXX CAT. III

CATEGORY III BUS DRIVERS

Article III D

Article V CAT. I, II, IV, V, VI, VII, VIII, IX

Article VI

Article VII

Article VIII CAT. I, II, V, VI, VII, VIII, IX

Article IX G, H, I, J, K

Article XII

Article XIII CAT. I, II, VII

Article XVI C1 & 2

Article XXI CAT. I, II, V, VI, VIII, IX

Article XXII 8

Article XXIV

Article XXX CAT. II

CATEGORY IV ATTENDANCE OFFICERS

Article III, D, I

Article V CAT. I, II, III, V, VI, VII, VIII, IX

Article VI

Article VII

Article VIII CAT. I, II, III, V, VI, VII, VIII, IX

Article IX, G, H, I, J. CAT. III

Article XII

Article XIII CAT. I, II, VII, VIII

Article XVI C 1 & 2

Article XXI

Article XXII 8

Article XXIV

Article XXVIII

Article XXIX

Article XXX CAT. II, III

CATEGORY V CUSTODIANS

Article III D, I

Article V CAT. I, II, III, IV, VI, VII

Article VI

Article VII

Article VIII; CAT. I, II, III, IV, VI, VII, VIII

Article IX G, H, I, J. CAT III

Article XII

Article XIII

Article XVI C and 1 & 2

Article XXI CAT. I, II, VI, VIII

Article XXII 8

Article XXIV

Article XXVIII

Article XXIX A, D

Article XXX CAT. II, CAT. III: G, H, I

**CATEGORY VI - GROUNDS MAINTENANCE WORKERS/
DISTRICT MAINTENANCE AND SECURITY PERSONNEL**

Article III D, I

Article V CAT. I, II, III, IV, VII, VIII

Article VI

Article VIII; CAT. I, II, III, IV

Article IX G, H, I, J. CAT. III

Article XII

Article XIII

Article XVI C1 & 2

Article XXI CAT. I, II, VIII

Article XXII 8

Article XXIV

Article XXVIII

Article XXIX A, D

Article XXX CAT. II, CAT. III: G, H, I

CATEGORY VII - PARA PROFESSIONALS

Article III, D, I

Article V CAT. I, II, III, IV, V, VI, VIII, IX

Article VI

Article VII

Article VIII CAT. I, II, III, V, VI, VIII

Article IX G, H, I, J. CAT. III, V, VI, VIII

Article XII

Article XIII CAT. 1

Article XVI C 1&2

Article XXI

Article XXII 8

Article XXIV

Article XXVIII

Article XXIX A&D

Article XXX CAT.III

CATEGORY VIII - CAFETERIA WORKERS

Article III D, I

Article V CAT. I, II, III, IV, V, VI, VII, IX

Article VI

Article VIII

Article VIII CAT. I, II, III, IV, V, VI, VII

Article IX G, H, I, J. CAT. III, CAT.V, CAT. VI

Article XII

Article XIII

Article XVI C and 1&2

Article XXI CAT. I, II, V, VI

Article XXII 8

Article XXIV

Article XXVIII

Article XXIX A, D

Article XXX CAT. II, CAT. III: G, H, I

CATEGORY IX - MECHANICS

Article III D, I

Article V CAT. I, II, III, IV, VI, VII

Article VI

Article VII

Article VIII: CAT. I, II, III, IV, VI, VII, VIII

Article IX G, H, I, J. CAT. III

Article XII

Article XIII

Article XVI C and 1&2

Article XXICAT.I, II, VI, VIII

Article XXII 8

Article XXIV

Article XXVIII

Article XXIX A, D

Article XXX CAT. II, CAT. III: G, H, I

CATEGORY X - COMPUTER TECHNICIANS

Article V A, B, C, D, E, F

Article VIII A, B, C, D, E

Article XII

Article XXI CAT. X 1,2,3,4,5

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

A. The Parties agree to enter into collective negotiation over a successor agreement in accordance with the New Jersey Employees/Employer Relations Act, in good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced in writing, be signed by the Board and the Association, and be adopted by the Board.

B. 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.

C. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter- proposals. Each Party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. 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.

D. Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, he will suffer no loss in pay.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

F. Parties mutually agree to maintain the existing level of professional relations between the Association and the Board to provide a continuum of services for our students during and at the conclusion of negotiations.

ARTICLE III - EMPLOYEE RIGHTS

A. The Parties hereto recognize that they are bound by the New Jersey Employees/Employer Relations Act, its amendments, supplements and judicial interpretations thereof.

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

C. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage except as provided under Title 18A or under Rules and Regulations of the Commissioner of Education, the State Board of Education, and under judicial or administrative decisions applicable to the aforesaid.

D. The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Lacey Township School District, based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. No grade or evaluation shall be changed without approval of the teacher. A teacher must be prepared to substantiate the reasons for any grade or evaluation upon request of the Administration or upon written request by the parent or guardian of any child.

E. Any question or criticism by a Supervisor, Administrator or Board Member of an employee shall be made in confidence and not in the presence of students, parents, or at public gatherings.

F. Any question or criticism by an employee of a Supervisor, Administrator or Board Member shall be made in confidence and not in the presence of students, parents or other public gatherings.

G. No employee shall be prevented from wearing pins or other identification of membership in the Association or O.C.C.E.A., N.J.E.A. or N.E.A.

H. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such a meeting or interview, and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

I. Any suspension of any bus driver pending the filing of charges shall be with pay.

J. No employee shall be disciplined, reprimanded, non renewed, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action shall be subject to the Grievance Procedure herein with the exception of the nonrenewal of non tenured teachers.

K. Whenever any employee is required to appear in any meeting which could adversely affect that employee's position, the employee shall be given prior written notice in accordance with section H above and shall be informed by the administration or designee that he may wish to bring a representative to the meeting.

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

ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association the agenda and minutes of all public Board meetings and, upon reasonable requests from time to time, all available information concerning the educational program and the financial resources of the District including but not limited to; class size, number of specialists, annual financial reports and credits, census data, group teacher/employees insurance premiums and all other data in the public domain.

B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal of the building shall be notified in advance of the time and place of all such meetings. Approval shall be required from the Building Principal which shall not unreasonably be withheld.

C. The Association shall have the right to use the school facilities and equipment (excluding the Board Secretary and District Offices and equipment), including duplicating equipment, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use, but providing that no equipment is to be removed from the school building where it is customarily stored. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof. Cost controls and hours of use are to be established by the administration in consultation with the Association.

D. All employees shall have available to them in the employee lounge, a bulletin board on which shall be posted all notices affecting current and potential employment, to specifically include but not be limited to posting of job openings, work assignments, holidays, calendar, etc. The Association shall have the right to use a portion of this bulletin board for official business.

E. The rights and privileges of the Association and its representatives as set forth in the Agreement shall not be granted to any other Associations as the representative of the employee.

F. Whenever any representative of the Association is required by the Administration or the Board, to participate during hours in negotiations, grievance proceedings, conferences or meetings in connection with Lacey Township School System, he shall suffer no pay loss.

G. The Association shall have the right to use the inter-school mail facilities, e-mail and school mailboxes as it deems necessary, subject to the appropriate District Regulations, District Policies, Statutes of the State of New Jersey, Administrative Code of the State of New Jersey, all other state and/or federal laws, and the approval of the School Principals, which approval shall not be unreasonably withheld. Should the Association or any of its members violate any of the District Regulations, District Policies, Statutes of the State of New Jersey, Administrative Code of the State of New Jersey, all other state and/or federal laws, or the approval of the School Principals, the Association agrees to indemnify and hold the Board harmless from any and all claims, causes of action, damages, and judgments arising or resulting from the violation (s), including but not limited to reasonable attorney fees and costs incurred by the Board. Individual correspondence between an officer of the Association and an individual member shall be considered to be privileged.

H. The Association President shall be required to teach no more than the first three (3) periods of the day. Presidential office holders other than departmentalized staff shall be required to work no more than three-sevenths (3/7) of the normal working day excluding lunch. Such time shall be contiguous and in the A.M. to fulfill the duties of the position.

I. All beginning orientation programs for new employees shall provide a time at the end of the compulsory part of the program where the Association Officers will be introduced and will be permitted to conduct an Association orientation program (not to exceed thirty (30) minutes).

J. Agency Shop

1. Purpose of Fee

If an employee does not become a member of the Association during any membership year (July 1 to June 30) which is covered in whole or in part by this Agreement, said employees will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee - Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues initiation fees and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

3. Deduction and Transmission Fee

a. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule

The Board will deduct the representation fee 30 days after notification by the Association.

c. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in the deductions made more than 10 days after the Board received said notice.

4. Indemnification

The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit, or action of any nature whatsoever, which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provision of this Agreement.

K. The Association grievance chairperson shall have no duty during the normal working day, so that, they may perform the duties associated with that position.

**ARTICLE V
EMPLOYEE HOURS AND EMPLOYEES WORK LOAD
CATEGORY I - TEACHERS**

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by placing their signatures or initials in the faculty attendance roster and sign out at the end of the day.

B. The total in-school day shall consist of not more than seven (7) hours which shall include a duty free lunch period as guaranteed to teachers under Section F of this Article and a preparation period as guaranteed under Section M of this Article.

C. No teacher shall be required for duty earlier or remain later than a total of thirty (30) minutes over the pupils' day, except that teachers assigned to bus duty will remain until the last bus students have boarded their buses.

D. The daily teaching load in the school shall not exceed five (5) hours and twenty (20) minutes.

E. Every teacher shall plan and teach course content in the manner he considers most practical and useful, subject to the approval by the Administration. Every teacher shall prepare a lesson plan book that is practical and useful and that complements the course content.

F. Teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.

G. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period.

H. Teachers may be required to remain after the end of a regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings not more than three (3) per month, excluding Superintendent's meetings or meetings of an emergency nature. Said meetings not to exceed sixty (60) minutes per meeting.

I. Meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

J. The notice of meeting date and meeting agenda under H or I shall be given to the teachers involved two school days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

K. Teachers may be required to attend no more than three (3) evening assignments or meetings each school year without additional compensation. PTA attendance shall remain voluntary.

L. Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them and the Building Principal. Permission for field trips shall be obtained from the Board to guarantee insurance coverage as a school sponsored activity. Participation in field trips which extend beyond the teacher's (7) hour day, shall be compensated at a rate of \$34.88 per hour in ten percent (10%) increments for the duration of this contract. Overnight or weekend trips shall be voluntary and without compensations.

M. Teachers shall, in addition to their lunch period, have one (1) preparation period each day. This preparation period time shall not be less than 225 minutes per normal week for high school and middle school teachers. During a month not more than four preparation periods may be assigned for administrative directed parent conferences, evaluations or in grade school conferences. The foregoing does not affect parent or teacher initiated conferences. Elementary teachers shall be entitled to 255 minutes prep/duty free time per normal work week. Minutes counted towards prep/duty free time per normal work week must be no less than thirty consecutive minutes to count towards the weekly accumulation.

N. If a six period teaching day is required in the middle school or high school for scheduling purposes, the number of (6) teaching assignments as described herein shall not exceed four (4) in any one discipline. Teachers who work a sixth (6th) period shall be compensated at a rate of \$4,500.00 per year, in lieu of their duty period, and \$6,500.00 per year in lieu of their preparation period. Teachers who serve as Deans of Discipline will be paid a sixth period in lieu of a duty period.

O. Elementary teachers who are deprived of prep/duty free time in accordance with section N above shall be compensated at a prorated amount in conjunction with the 6th period high school and middle school teachers.

P. Elementary teachers shall not be required to be present when specialist teachers in the areas of art, physical education/health, music and library are working with their pupils. This time is to be considered preparation time and conference time by the teacher so relieved.

**ARTICLE V - EMPLOYEE HOURS AND EMPLOYEE WORK LOAD
CATEGORY II - SECRETARIAL, CLERICAL**

A. Personnel shall be required to work seven (7) hours per day, thirty-five (35) hours per week, during the contract period exclusive of one (1) hour for lunch daily. In no case shall a secretarial or clerical employee be required to start work more than one hour before the start of the pupil day. There will not be more than one hour difference between the shifts. Assigned hours will be consecutive exclusive of lunch. On Fridays and the day preceding a holiday, the work day shall end fifteen minutes earlier.

B. Staff shall be entitled to all holidays and time off with pay during the school year, that are given to certified teaching staff, in accordance with the school calendar, plus July 4th and Labor Day during the remainder of the twelve month employment year. If the superintendent or designee does not open school due to inclement weather or hazardous conditions, personnel will not report to school.

C. If the Board grants emergency days or early dismissal to teachers and pupils; personnel will be granted same, at the discretion of their immediate supervisor.

D. Summer working hours shall begin the second full working day after the official close of school for pupils and end ten (10) working days prior to the opening of school for pupils. During the summer working hour period, the work day shall be six (6) hours per day, thirty hours per week, exclusive of one hour for lunch daily. Hours shall be 8 to 3.

E. Secretaries shall not be required to perform duties other than secretarial and clerical in nature. Specifically, secretaries shall not be required to perform duties or functions normally assigned to certified personnel such as teachers and school nurses. Secretaries also shall not be required to perform janitorial or transportation services.

F. A ten-month secretary's work year shall be from September 1 to June 30. They shall also work ten (10) days contiguous and prior to September 1.

G. 1. Vacations will be earned as follows for secretaries:

- 1 week after first full year
- 2 weeks after two complete years of employment
- 3 weeks after three complete years of employment
- 4 weeks after five complete years of employment

2. Arrangements for vacation during the summer months will be made through the Building Principal or Immediate Supervisor. Vacations during the pupil-in-service school year may be granted for up to ten (10) working days by the Superintendent. Vacation time must be utilized during the twelve (12) months after earned.

3. New employees who commence their work year during the school year will have earned their vacation prorated to July 1 after their first year of employment.

4. Existing employees will have their vacation earned updated to reflect a July 1 starting date so that all employees who earned vacation will be calculated on a July 1-June 30 calendar. This adjustment will be made in the first year to bring all existing employees to the July 1 calendar year.

H. Overtime shall be considered all time worked in excess of forty (40) hours, and shall be compensated at the rate of one and one half the employee's normal rate of pay. Overtime shall be paid currently, no later than thirty days after overtime is performed.

I. In the event that the board, in the sole exercise of its managerial prerogative in any given year adopts green days, their immediate supervisor has the discretion to change the day a green day is observed for any individual employee.

ARTICLE V - EMPLOYEE HOURS AND EMPLOYEE WORKLOAD CATEGORY III - BUS DRIVERS

A. The work year for bus drivers shall be from September 1 to June 30; 182 working days per year. Attendance for part of a day, shall not count as a day unless the day counts as a school day for purposes of State Aid under Title 18A and under Title 6 N.J.A.C. Bus drivers shall indicate their presence for duty by placing their signatures or initials in the attendance roster every morning.

B. All full-time Bus Drivers shall work a minimum of four (4) hours per day which includes thirty (30) minutes to conduct the pre and post trip inspections, and daily sweeping and fueling of school bus. Drivers who substitute for other drivers in the morning or afternoon in an emergency shall receive no compensation for work within their scheduled day.

1. Drivers and contracted bus aides with less than one hour of down time between runs during their regular routes will be kept on the clock.

C. Drivers shall make every effort to respond to emergency calls for student transportation.

D. Drivers with less than 8 hours must be available for all extra work (kindergarten, late runs, trips and miscellaneous coverage).

1. When any driver is absent, routes will be covered by any available cover bus at no additional compensation provided coverage is within their scheduled day.

2. Drivers may not take trips which interfere with their contracted work schedule.

E. Each driver shall file the necessary information in the office of the Transportation Coordinator stating where he/she can be contacted in order to transport pupils in an emergency or for an emergency drill.

F. Trips: A trip shall be defined as transporting students and/or faculty to and from athletic and activity events, which occur away from school.

1. A one-list signup sheet for all trips (including athletics) will be posted on the 15th of the month for all trips scheduled between the 1st and 15th of the following month. Signup sheets for all trips scheduled between the 16th and 30th (31st) of the month will be posted by the 1st of the month. Trip assignments will be made five days after posting. If the scheduled trip assignment falls on or during a school holiday, vacation or weekend, employees will receive their trip assignment on the last previous working day.

1a. Add on trips shall be a separate list utilized in the same manner as trips, on a seniority rotating basis for the whole year.

2. Signup sheets for trips should list date, day, school, time of departure, approximate time of return and the destination for each trip listed.

3. A copy of the original signup sheets for a given month will be posted for a month with the assigned drivers' names circled.

4. An emergency driver list will be maintained and posted by the Bus Coordinator. Those drivers wishing to voluntarily take emergency trips or runs must sign up in the Transportation Office. An emergency trip is an assignment which the Bus Coordinator has received in 24 hours or less. They will be scheduled on a rotating seniority basis.

5. Drivers who cannot make scheduled trips should report this fact to the Bus Coordinator at the earliest opportunity. The trip shall then be assigned to the next seniority driver who signed up for the trip. During non-school hours (weekends, evening trips, holidays, etc.) the driver who cannot make the scheduled trip for any reason shall be responsible to contact the next senior driver who signed up for the trip so that coverage is maintained.

6. Drivers may not swap trips or runs.

7. Prior to trips the Coordinator shall give the driver concerned a detailed itinerary and a copy of the original request of trip assigned, a recommended route to follow, sufficient money to cover all tolls, parking fees, miscellaneous expenses anticipated and necessary information in the event of an emergency.

8. Extra work is work that becomes available with less than the month's notice and longer than 24 hours notice. Extra work will be posted monthly. The work will be assigned on a seniority rotating basis.

G. Restrictions

The names of students who are prohibited from riding buses will be delivered to the Bus Coordinator. The Coordinator will contact the appropriate driver with instructions; such communication shall be considered confidential.

H. To Be Posted

1. Current seniority list of all drivers

2. School calendar

3. School calendar of all schools that Lacey Township transports to.

4. Any seminars, conferences, workshops or open invitations received by Bus Coordinator pertaining to drivers shall be posted.

5. New drivers to be trained will be assigned to a designated instructor on a rotating seniority basis according to their road test appointment and availability of the designated instructor.

I. Bus drivers shall be required to attend an orientation meeting prior to the opening of school for pupils in September and annual workshop to be held each year.

J. The Board shall make copies of the school calendar available to the bus drivers prior to the opening of school.

K. The Board will not circumvent a full-time position with the use of a part-time driver.

L. Summer Work: Runs and positions shall be posted in the Transportation Office as approved by the Board. Run selection shall be made by District seniority by June 15th. Runs approved after the 15th shall be posted and selected by seniority within five (5) days of posting.

M. All work coming into the district requiring a bus driver shall be subject to the posting and bidding requirements of this contract. This shall include but not be limited to summer work.

N. Bus drivers shall be given overnight notice when buses are to be washed during hours when students are normally transported when feasible.

O. Gloves shall be supplied for fueling. In addition, the appropriate cleaning supplies will be provided including but not limited to bleach and gloves designed for cleaning human secretions. Procedures will be implemented to deal with student illness/injury between the transportation coordinator and LTEA transportation personnel.

P. The Board shall supply the school security guard with a bus radio for buses returning to the compound after dark.

Q. Snow Removal – A signup sheet will be posted in the office at the beginning of the school year. The Transportation Coordinator shall assign qualified union personnel for snow removal on a rotating seniority basis in the event of a snowstorm.

**ARTICLE V - EMPLOYEE HOURS AND EMPLOYEE WORK LOAD
CATEGORY IV - ATTENDANCE OFFICERS**

A. The work day shall consist of seven (7) hours per day, thirty-five (35) hours per week exclusive of one hour for lunch.

B. The work year shall be the same as the teachers plus an additional five (5) days.

**ARTICLE V - EMPLOYEE HOURS AND EMPLOYEE WORK LOAD
CATEGORY V - CUSTODIANS**

A. The regular work week shall consist of five (5) consecutive workdays, unless otherwise agreed to by the employees and Administration.

1. When the Governor declares a State of Emergency due to a weather condition, all staff will be allowed to leave work after all students/staff have left school.

2. All Staff will not be required to report to work during the weather condition and/or when the Governor enacts a “Travel Ban.”

3. At the completion of the weather condition, as determined by the Superintendent or designee, all staff will report to work within two hours of receiving notification from their supervisors to prepare the building to be open. These staff members are considered essential to meet the goal of opening the schools.

4. Once staff has prepared their building for reopening according to their direct supervisor, their day is to be considered completed.

B. Employees work day shall be eight (8) hours including lunch and breaks. Employees will work two (2) hours, have a fifteen (15) minute break; work two (2) hours, have a half hour lunch, work two hours, have a fifteen (15) minute break, work to the end of the shift. Employees assigned to 6-hour shift shall include one half (1/2) hour for lunch and one (1) fifteen (15) minute break in the A.M. and one (1) fifteen (15) minute break in the P.M. During normal school hours, when school is in session, the building will never be left unattended. During all shifts the school buildings will never be left unattended.

C. No transfer or change in shift or assignment shall be made without prior notification to the employee not less than forty-eight (48) hours for a permanent shift or assignment change.

D. 1. Overtime shall be considered all time worked in excess of forty(40) hours, and shall be compensated at the rate of one and one-half the employees normal rate of pay.

2. On Christmas Day, Thanksgiving Day and Easter Sunday double time shall be paid, providing the duty was assigned.

3. Overtime shall be posted and shall be on a rotating seniority basis by school. Assigned overtime, less than 24 hours notice, and overtime for which there are no volunteers may be assigned on a rotating seniority basis in inverse order.
 4. Overtime shall be paid currently, no later than thirty days after overtime is performed.
 5. A seniority list and monthly updated report of hours worked by each employee will be posted where overtime is solicited. Overtime will be awarded on a rotating seniority list.
- E. 1.** Employees covered by this Agreement shall be entitled to fourteen (14) holidays; the actual day of celebration will be determined by the Supervisor once the school calendar has been adopted by the Board for the following year.
2. Holidays which fall within an employee's vacation period shall not be counted as vacation days.
 3. In the event that the board, in the sole exercise of its managerial prerogative in any given year adopts green days, the supervisor of the department has the discretion to change the day a green day is observed for any individual employee. Twelve-month employees will receive a minimum of four green days.
- F. 1.** Vacations will be earned as follows:
- 1 week after the first full year
 - 2 weeks after two complete years of employment
 - 3 weeks after three complete years of employment
 - 4 weeks after five complete years of employment
 - 5 weeks after ten complete years of employment
2. Arrangements for vacations during the summer months will be made through the Building Principal, with the Superintendent's approval.
 3. Vacations during the pupil-in-service school year may be granted for up to ten (10) working days by the Superintendent. Vacation time must be utilized during the twelve (12) months after earned.
 4. New employees who commence their work year during the school year will have their earned vacation prorated to July 1 after their first year of employment.
 5. Existing employees will have their vacation earned updated to reflect a July 1 starting date so that all employees who earned vacation will be calculated on a July 1 - June 30 calendar. This adjustment will be made in the first year to bring all existing employees to the July 1 calendar year.
- G.** The Board shall not circumvent a full-time position with part-time employees.
- H.** New custodians may receive up to two years credit for experience with other school districts or institutions.
- I.** If a custodian's day falls on a holiday they shall be compensated by an additional days pay. Another day off may be offered at the discretion of the administration. The employee may accept or decline the offer.

ARTICLE V - EMPLOYEE HOURS AND EMPLOYEE WORK LOAD
CATEGORY VI - GROUNDS MAINTENANCE WORKERS/
DISTRICT MAINTENANCE/SECURITY PERSONNEL

A. The regular work week shall consist of five (5) consecutive work days, unless otherwise agreed to by the employee and administration.

1. When the Governor declares a State of Emergency due to a weather condition, all staff will be allowed to leave work after all students/staff have left school.

2. All Staff will not be required to report to work during the weather condition and/or when the Governor enacts a "Travel Ban."

3. At the completion of the weather condition, as determined by the Superintendent or designee, all staff will report to work within two hours of receiving notification from their supervisors to prepare the building to be open. These staff members are considered essential to meet the goal of opening the schools.

4. Once staff has prepared their building for reopening according to their direct supervisor, their day is to be considered completed.

B. Employees work day shall be eight (8) hours including lunch and breaks. Employees will work two (2) hours, have a fifteen (15) minute break; work two (2) hours, have a half hour lunch; work two hours, have a fifteen (15) minute break, work to the end of the shift. Employees assigned to 6-hour shift shall include one half (1/2) hour for lunch and one (1) fifteen (15) minute break in the A.M. and one (1) fifteen (15) minute break in the P.M. During normal school hours, when school is in session, the building will never be left unattended. During all shifts the school building will never be left unattended.

C. No transfer or change in shift or assignment shall be made without prior notification to the employee not less than forty-eight (48) hours for a permanent shift or assignment change.

D. 1. Overtime shall be considered all time worked in excess of forty (40) hours, and shall be compensated at the rate of one and one-half the employees normal rate of pay.

2. On Christmas Day, Thanksgiving Day and Easter Sunday double time shall be paid, providing the duty was assigned.

3. Overtime shall be posted and shall be on a rotating seniority basis by school. Assigned overtime, less than 24 hours notice, and overtime for which there are no volunteers may be assigned on a rotating seniority basis in inverse order.

4. Overtime shall be paid currently, no later than thirty days after overtime is performed.

5. Overtime will be awarded on a rotating seniority list taking into account the required skill set needed to complete the job as determined by supervisor. A seniority list and monthly updates report of hours worked by each employee will be posted where overtime is solicited.

E. 1. Employees covered by this Agreement shall be entitled to fourteen (14) holidays, the actual day of celebration will be determined by the Supervisor one the school calendar has been adopted by the Board for the following year.

2. Holidays which fall within an employee's vacation period shall not be counted as vacation days.

3. In the event that the board, in the sole exercise of its managerial prerogative in any given year adopts green days, the supervisor of the department has the discretion to change the day a green day is observed for any individual employee. Twelve-month employees will receive a minimum of four green days.

F. 1. Vacations will be earned as follows:

- 1 week after the first full year
- 2 weeks after two complete years of employment
- 3 weeks after three complete years of employment
- 4 weeks after five complete years of employment
- 5 weeks after ten completed years of employment

2. Arrangements for vacations during the summer months will be made through the Building Principal, with the Superintendent's approval. Vacations during the pupil-in-service school year may be granted for up to ten (10) working days by the Superintendent.

3. Vacation time must be utilized during the twelve (12) months after earned.

4. New employees who commence their work year during the school year will have their earned vacation prorated to July 1 after their first year of employment.

5. Existing employees will have their vacation earned updated to reflect a July 1 starting date so that all employees who earned vacation will be calculated on a July 1 - June 30 calendar. This adjustment will be made in the first year to bring all existing employees to the July 1 calendar year.

G. The Board shall not circumvent a full-time position with part-time employees.

H. New employees may receive up to two years credit for experience with other school districts or institutions.

I. If a grounds maintenance worker's day off falls on a holiday they shall be compensated by an additional days pay. Another day off may be offered at the discretion of the administration.

J. All current Grounds, Custodians, and Maintenance Workers will be considered for all new positions before the hiring out of district employees.

ARTICLE V - EMPLOYEE HOURS AND EMPLOYEE WORK LOAD CATEGORY VII - PARA PROFESSIONALS

A. The work year shall be one-hundred-eighty-two (182) days unless otherwise directed. Time beyond the one-hundred-eighty-two (182) shall be paid at the appropriate hourly rate. The work year shall include attendance at District Orientation Day and District Professional Day.

B. 1 The work day for Para Professionals shall consist of six and one-half (6 1/2) hours per day, thirty-two and one-half (32 1/2) hours per week exclusive of one-half hour duty free lunch daily. Para Professionals shall have a fifteen (15) minute break in the a.m. and a fifteen (15) minute break in the p.m. except for emergencies declared by the Administration. Such time shall be considered as if worked and part of the working day.

B. 2 The work day for Health Aides shall consist of seven hours per day, thirty-five hours per week exclusive of one-half hour duty free lunch daily. Health Aides shall have a fifteen (15) minute break in the a.m. and fifteen (15) minute break in the p.m. except for emergencies declared by the Administration. Such time shall be considered as if worked and part of the working day.

C. The Board agrees that all Para Professionals shall be given Hepatitis B shots. The school nurse will identify Para Professionals at risk.

**ARTICLE V - EMPLOYEE HOURS AND EMPLOYEE WORK LOAD
CATEGORY VIII - CAFETERIA WORKERS**

A. The regular work week shall consist of five (5) consecutive work days, unless otherwise agreed to by the employee and Administration.

B. The work day for full time general workers shall be six (6) hours exclusive of one half hour (1/2) for lunch but including one (1) fifteen (15) minute break in the a.m. and one (1) fifteen (15) minute break in the p.m. Such breaks shall be considered as time worked as arranged by the Supervisor. The work day for cooks shall be six and one-half (6 1/2) hours exclusive of one half hour for lunch but including one (1) fifteen (15) minute break in the a.m. and one (1) fifteen (15) minute break in the p.m. as arranged by the Supervisor.

C. General workers/cooks may leave the building without requesting permission during their scheduled lunch period and must sign in and out.

D. No transfer or change in duty and/or work stations shall be changed or rotated or curtailed as a punitive measure. Regular employees whose job assignment is temporarily changed from general worker to cook shall be paid an additional per diem amount of \$25.62 for the duration of this contract.

**ARTICLE V - EMPLOYEE HOURS AND EMPLOYEE WORK LOAD
CATEGORY IX - MECHANICS**

A. The regular work week shall consist of five (5) consecutive work days, unless otherwise agreed to by the employee and administration.

1. When the Governor declares a State of Emergency due to a weather condition, all staff will be allowed to leave work after all students/staff have left school.

2. All Staff will not be required to report to work during the weather condition and/or when the Governor enacts a "Travel Ban."

3. At the completion of the weather condition, as determined by the Superintendent or designee, all staff will report to work within two hours of receiving notification from their supervisors to prepare the building to be open. These staff members are considered essential to meet the goal of opening the schools.

4. Once staff has prepared their building for reopening according to their direct supervisor, their day is to be considered completed.

B. Employees work day shall be eight (8) hours including lunch and breaks. Mechanics will work two (2) hours, have a fifteen (15) minute break; work two (2) hours, have a half hour lunch; work two hours, have a fifteen (15) minute break, work to the end of the shift. Employees assigned to 6-hour shift shall include one half (1/2) hour for lunch and one (1) fifteen minutes break in the A.M. and one (1) fifteen minute break in the P.M. During normal school hours, when school is in session, the building will never be left unattended. During all shifts the school building will never be left unattended.

C. No transfer or change in shift or assignment shall be made without prior notification to the employee not less than forty-eight (48) hours for a permanent shift or assignment change.

D. 1. Overtime shall be considered all time worked in excess of forty (40) hours, and shall be compensated at the rate of one and one-half the employees normal rate of pay.

2. On Christmas Day, Thanksgiving Day and Easter Sunday double time shall be paid, providing the duty was assigned.

3. Overtime shall be paid currently, no later than thirty (30) days after overtime is performed.

E. 1. Employees covered by this Agreement shall be entitled to fourteen (14) holidays; the actual day of celebration will be determined by the Supervisor once the school calendar has been adopted by the Board for the following year.

2. Holidays which fall within an employee's vacation period shall not be counted as vacation days.

3. In the event that the board, in the sole exercise of its managerial prerogative in any given year adopts green days, the supervisor of the department has the discretion to change the day a green day is observed for any individual employee. Twelve-month employees will receive a minimum of four green days.

F. Vacations will be earned as follows:

1 week after the first full year

2 weeks after two complete years of employment

3 weeks after three complete years of employment

4 weeks after five complete years of employment

5 weeks after ten complete years of employment

Arrangements for vacations during the summer months will be made through the Building Principal, with the Superintendent's approval. Vacations during the pupil-in-service school year may be granted for up to ten (10) working days by the Superintendent. Vacation time must be utilized during the twelve (12) months after earned.

G. New employees may receive up to two years credit for experience with other school districts or institutions.

**ARTICLE V – EMPLOYEE HOURS AND EMPLOYEE WORKLOAD
CATEGORY X – COMPUTER TECHNICIANS**

A. Personnel shall be required to work seven hours per day, thirty-five hours per week, during contract period exclusive of a one-hour daily lunch.

B. Staff shall be entitled to all holidays and time off with pay during the school year, that are given to certified teaching staff, in accordance with the school calendar, plus July 4th and Labor Day during the remainder of the 12 month employment year. If the superintendent or designee does not open school due to inclement weather or hazardous conditions, personnel will not report to school.

C. If the board grants emergency days or early dismissal to teachers and pupils; personnel will be granted the same, at the discretion of their immediate supervisor.

D. In the event that the board, in the sole exercise of its managerial prerogative in any given year adopts green days, the supervisor of information technology has the discretion to change the day of a green day is observed for any individual employee. Summer working hours shall begin the second full working day after the official close of school for pupils and end ten (10) working days prior to opening of school for pupils. During the summer working hour period, the work day shall be six (6) hours per day, thirty hours per week, exclusive of one hour for lunch daily.

E. Vacations will be earned as follows:

- 1 week vacation after first full year
- 2 weeks vacation after two complete years
- 3 weeks vacation after three complete years
- 4 weeks vacation after five complete years

Arrangements for vacations will be made through the supervisor of computer education services.

F. Overtime shall be considered all time worked in excess of a regular 40 hour work week and shall be compensated at the rate of one and one half times the employee's normal rate of pay and paid within thirty days and two times the employee's normal rate of pay during Federal holidays, providing that duties have been assigned.

ARTICLE VI - NON TEACHING DUTIES

A. Intent

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should be utilized to this end. Therefore, the Parties agree as follows:

B. Application

1. List of non-teaching duties; except as teaching personnel may be required to supervise students to maintain the students' health, safety, and welfare. Personnel other than teachers shall perform non-teaching duties, including milk distribution and supervision of cafeterias, sidewalks, bus loading and unloading and playground.

2. The Association recognizes that a minimum amount of non- teaching duty will be required of the faculty to insure proper supervision during duty periods.

3. During free duty time, teachers shall perform but not be limited to parent and student conferences, record keeping, curriculum development, student tutoring and remediation, inventory and requisition of supplies, planning and consultation with special area teachers and other faculty personnel and such other duties as may be directed by the Building Principal.

C. The Board and the Association agree that the following provision shall become the operating procedure of the school administration.

1. Elementary lunch and recess duty: No more than one certified staff member shall be assigned lunch and/or recess duty unless additional staff is deemed necessary by the building administration.

2. Elementary detention duty shall be voluntary.

3. Middle School lunch duty:

a. No more than two (2) certified staff shall be required to work lunch duty during a given lunch period.

b. The above shall apply except as extraordinary circumstances require temporary assignment of additional personnel.

4. High School certified staff members shall not be assigned attendance duty.

ARTICLE VII - SPECIALISTS

A. The Board and Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program. The Association shall have the right to submit recommendations as to the need for specialists in specific areas which the Board will consider. Such recommendations shall first be submitted to the Superintendent prior to submission to the Board.

ARTICLE VIII - EMPLOYEE EMPLOYMENT

CATEGORY I - TEACHERS

A. The Board agrees to hire only teachers holding certificates issued by the New Jersey Board of Examiners for every teaching assignment. The Board may hire teachers holding emergency certificates when there are not suitable candidates holding standard certificates.

B. Each teacher shall be placed on his proper level of the teacher salary guide in accordance with Paragraph D. below. Any teacher employed ninety (90) teaching days of any school year shall be given full credit for one school year of service towards the next increment step for the following year, this, however not affecting the length of service required to attain tenure status or seniority.

C. Teachers shall be notified of their contract salary status for the ensuing year in accordance with the terms of Title 18A and the teachers shall respond to such notice in accordance with the same statute.

D. Placement and assignment are made with the primary concern for the needs of the students.

E. Insofar as possible, all teachers shall be given written notice of their class, subject and building assignment for the forthcoming year as near to June 1st as possible but not later than August 1st. In the event of an emergency, the teacher's work schedule may be changed after August 1st with written notification to said teachers and the Association President. Teacher affected will be afforded conference by the Principal or Supervisor prior to the change to explain the reasons for such change.

F. The Parties recognize that change in grade assignment in the elementary school, changes in subject assignments in high school/middle school and transfers between schools may be necessary. Such transfer and change of assignment shall be on a voluntary basis whenever possible. No transfer or change in assignment shall be made without a Principal, Assistant Principal, Assistant Superintendent or Superintendent, holding a prior conference with the teacher.

G. The Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies.

**ARTICLE VIII - EMPLOYEE EMPLOYMENT
CATEGORY II - SECRETARIAL, CLERICAL**

A. Employees shall be given up to five (5) years credit for prior secretarial experience upon employment when employee has substituted and worked in the Lacey School District as a secretarial substitute. All newly hired staff granted credit for outside experience shall be placed on the same level as someone within the District with the same credited experience.

B. Employees shall be notified of their contract and salary status for the ensuing year no later than May 30th.

C. Any assigned work to a higher category shall be compensated at the rate of 20% of the base salary of that employee for the period of that assignment, the higher pay is compensated if an employee works for 20 consecutive days excluding vacation during a year.

D. Placement on Salary Guide: An employee must complete (120) days of work in Category II to receive full credit for one (1) school year of service toward the next increment of 20 days excluding vacation during a year.

E. For each 15 college credits secretarial and clerical shall receive \$400.00 which shall be added to their base pay cumulatively according to the following scale:

15 credits	-	\$400.00
30 credits	-	\$400.00
45 credits	-	\$400.00
A.S.	-	\$400.00
B.A./B.S.	-	\$400.00

F. No secretary who is either transferred or promoted to another Category II secretarial position will suffer a loss in pay or benefits.

G. Special Services Secretaries (CST) will receive a stipend added to their base pay of \$2000.

ARTICLE VIII - EMPLOYEE EMPLOYMENT

CATEGORY III - BUS DRIVERS

A. Placement on Salary Guide

1. Adjustment to Salary Guide: Each employee shall be placed on his proper level of the salary guide. Any employee completing ninety (90) days work in any school year shall be given full credit for one (1) school year of service.

B. Resignation: An employee who is resigning from his position shall give the required thirty (30) days written notice.

C. Notification of Contract and Salary: Employees shall be notified of their contract and salary status for the ensuing year no later than May 30th.

D. Assigned Duties: At no time shall the Board or any agent thereof, assign or direct any employee covered by this agreement, to any other duties outside the duties appropriate to their position.

E. Any assigned work to a higher category shall be compensated at the rate of 20% of the base salary of that employee for the period of that assignment; the higher pay is compensated if an employee works for 20 consecutive days excluding vacation during a year.

F. Runs and positions will be posted in the transportation office immediately following the Board approval of bus runs. Run selection will not commence until the third (3) working day after posting. Run selection must be completed by the close of the fifth (5) working day after posting. Notification to the driver of the date of selections of runs and positions shall be made as of June 1 of each year.

G. On or before September 15, the Coordinator will make available to the Association a list of all runs and bus assignments. By October 30, an updated list of bus assignments will be made available to the Association. Bus drivers will not be responsible for the construction or distribution of route maps. An updated list of PM order of stops will be submitted by the drivers to the transportation coordinator by October 1st.

ARTICLE VIII - EMPLOYEE EMPLOYMENT CATEGORY V - CUSTODIANS

A. An employee working 120 working days shall be given full credit for one year of service towards the next increment level for the following year. This, however, will not affect the length of service required to attain seniority.

B. Resignation: An employee who is resigning from his position shall give the required thirty (30) days written notice.

C. Notification of Contract and Salary: Employees shall be notified of their contract and salary status for the ensuing year no later than May 30th.

D. Assigned Duties: At no time shall the Board or any agent thereof, assign or direct any employee covered by this Agreement, to any other duties outside the duties appropriate to their position or as past practice.

E. Any assigned work to a higher category shall be compensated at the rate of 20% of the base salary of that employee for the period of that assignment; the higher pay is compensated if an employee works for 20 consecutive days excluding vacation during a year.

ARTICLE VIII - EMPLOYEE EMPLOYMENT
**CATEGORY VI - GROUNDS MAINTENANCE WORKERS/
DISTRICT MAINTENANCE WORKERS/SECURITY PERSONNEL**

A. An employee working 120 working days shall be given full credit for one year of service towards the next increment level for the following year. This, however, will not affect the length of service required to attain seniority.

B. Resignation: An employee who is resigning from his position shall give the required thirty (30) days written notice.

C. Notification of Contract and Salary: Employees shall be notified of their contract and salary status for the ensuing year no later than May 30th.

D. Assigned Duties: At no time shall the Board or any agent thereof, assign or direct any employee covered by this Agreement, to any other duties outside the duties appropriate to their position or as past practice.

E. Any assigned work to a higher category shall be compensated at the rate of 20% of the base salary of that employee for the period of that assignment; the higher pay is compensated if an employee works for 20 consecutive days excluding vacation during a year.

ARTICLE VIII - EMPLOYEE EMPLOYMENT
CATEGORY VII - PARA PROFESSIONALS

A. An employee who is resigning from his/her position shall give the required thirty (30) days written notice.

B. Any employee completing ninety (90) work days in any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

C. The Board agrees to furnish appropriate training for all Para Professional as it relates to their job function. Further, the Board agrees that each time a Para Professional's assigned function is changed, as it relates to the needs of children that said training shall be completed in a timely fashion as directed by the Administration.

D. Any employee who successfully completes the Ocean County College Teacher Aide Certificate or an accredited equivalent approved by the Board of Education shall be given \$1,200 which shall be added to the employee's base pay.

Paraprofessionals will be compensated \$200 for 15 earned college credits that shall be added to the employee's base pay cumulatively according to the following scale:

15 credits:	\$200
30 credits:	\$200
45 credits:	\$200
A.S.:	\$200
B.A./B.S.:	\$200

The maximum amount an employee can earn is \$2,200. The credits earned for the Teacher Aide Certificate cannot be counted twice as credits for the above scale.

E. Any assigned work to a higher category shall be compensated at the rate of 20% of the base salary of that employee for the period of that assignment; the higher pay is compensated if an employee works for 20 consecutive days excluding vacation during a year.

**ARTICLE VIII - EMPLOYEE EMPLOYMENT
CATEGORY VIII - CAFETERIA WORKERS**

A. An employee who is resigning from his/her position shall give the required thirty (30) days written notice.

B. Any employee completing ninety (90) work days in any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

C. Any assigned work to a higher category shall be compensated at the rate of 20% of the base salary of that employee for the period of that assignment; the higher pay is compensated if an employee works for 20 consecutive days excluding vacation during a year.

**ARTICLE VIII - EMPLOYEE EMPLOYMENT
CATEGORY IX - MECHANICS**

A. An employee working 120 working days shall be given full credit for one year of service towards the next increment level for the following year. This, however, will not affect the length of service required to attain seniority.

B. Resignation: An employee who is resigning from his position shall give the required thirty (30) days written notice.

C. Notification of Contract and Salary: Employees shall be notified of their contract and salary status for the ensuing year no later than May 30th.

D. Assigned Duties: At no time shall the Board or any agent thereof, assign or direct any employee covered by this Agreement, to any other duties outside the duties appropriate to their position or as past practice. Mechanics may only drive students during an emergency or in the event of a mandatory evacuation.

E. Any assigned work to a higher category shall be compensated at the rate of 20% of the base salary of that employee for the period of that assignment; the higher pay is compensated if an employee works for 20 consecutive days excluding vacation during a year.

**ARTICLE VIII – EMPLOYEE EMPLOYMENT
CATEGORY X – COMPUTER TECHNICIANS**

A. An employee who is resigning from his/her position shall give a required thirty days written notice.

B. Notification of contract and salary: Employees shall be notified of the contract and salary status for the ensuing year no later than May 30th.

C. The board agrees to furnish training for all computer personnel as it relates to their job function including but not limited to any new certifications and technology implementation needed. Personnel may be sent to the appropriate classes and workshops. Requests for courses must be made to Supervisor of Information Technology or successor for recommendation by Superintendent of Schools, and approval at the board's discretion. If an employee does not complete 2 years of service following completion of course, employee shall reimburse the board for cost of any training in excess of \$500. Reimbursement is not a requirement in the event an employee is terminated without cause, reduction in force, or formal termination from state retirement plan.

D. An employee working 120 days shall be given full credit for one year of service towards the next increment level for the following year. This will not affect the longevity of service required to attain seniority.

E. Any assigned work to a higher category shall be compensated at the rate of 20% of the employee's base salary; the higher pay is compensated if an employee works for 20 consecutive days excluding vacation during a year.

ARTICLE IX - SALARIES

A. The salary of each employee covered by this Agreement is set forth in the Guide appendix. All guides are attached hereto and made part hereof.

B. Summer Savings Plan- Employees holding a ten (10) month contract, September through June, shall have the option of choosing a ten (10) month payment plan or a twelve (12) month payment plan. Once the choice is made, the employees agree that it will not be changed again until the following year. Should an employee having chosen the twelve (12) month payment plan leave for any reason during the course of the school year, they will be paid the balance due them as if they had chosen the (10) month plan.

C. When a payday falls on or during a school holiday, school vacation or weekend, employees shall receive their paychecks on the last previous working day.

D. Each employee shall receive his final pay on his last working day in June if his close out procedure is completed satisfactorily.

E. Nothing to the contrary withstanding in this Agreement or in Schedule I shall deprive the Board of any rights it has to withhold increments in accordance with N.J.S.A. 18A:29-14, which states in part "Any Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a majority vote of all the members of the Board of Education." As to non-teachers the Board may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both of any employee in any year by a majority vote of all the members of the Board.

F. Employees shall receive monthly a statement of accumulated sick leave and personal days and an itemized account of all deductions from their salaries.

G. Teacher participation, in extracurricular activities which the Board deems educationally worthwhile and which extends beyond the regularly scheduled in-school day shall be voluntary when possible. Teachers whether volunteers or not acting as advisors shall be paid according to Schedule A.

H. Each teacher performing bedside instruction shall be paid at a rate of \$42.05 per hour for the duration of this contract or any part thereof.

I. When a teacher is assigned a class coverage during a preparation period the teacher will be paid \$34.90 per hour for the duration of this contract.

J. Coaches performing scouting functions for the school, with prior approval shall be reimbursed at the New Jersey OMBC rate in accordance with the requirements of NJSA 18A and NJAC 6A:23A-1.1 et seq. should legislation pass restoring the negotiability of this item, the parties agree to renegotiate.

K. Employees who may be required to use their own automobiles in the performance of their assigned duties, and employees who are assigned to more than one school per day, shall be reimbursed at the New Jersey OMBC rate in accordance with the requirements of NJSA 18A and NJAC 6A:23A-1.1 et seq. Should legislation pass restoring the negotiability of this item, the parties agree to renegotiate.

L. Beginning July 1, 1991, all eligible employees shall receive payment for earned vacation periods prior to the beginning of those periods. Overtime shall be paid by the pay date following the pay period during which the overtime was worked.

M. Pay Dates for Co-Curricular Activities:

Fall Season

Mid Year - September 30

End of Year - October 30

Winter Season

Mid Year - December 15

End of Year - January 30

Spring Season

Mid Year - April 15

End of Year - May 15

Other Co-Curricular Year Long Positions

Mid Year - December 15

End of Year - May 15

N. All stipend positions (outside the contract, i.e. curriculum and summer work) will be paid at a rate of \$43.34 per hour for the duration of this contract.

O. Grade Level Coordinators shall be paid at a rate of \$500.00 per year with a cap of twelve (12) per building subject to principal's approval.

P. Chaperones (excluding athletic events) in all buildings shall be paid at the rate of \$35.00 per event (up to three hours) and \$70.00 per event (after three hours), subject to administrative approval.

Q. Athletic Trainer

a. The Athletic Trainer shall be placed on the appropriate step and education column of the certificated staff guide plus receive a stipend, located in schedule a, which will make his/her base pensionable salary.

b. Athletic Trainer will be issued a cell phone and tablet/laptop with 3G capability so athletic trainer has the ability to access medical records and data from the field.

ARTICLE IX - SALARIES
CATEGORY III - BUS DRIVERS

A. Educational trips, extra runs and other driving assignments shall be compensated at the driver's regular hourly rate of pay. This shall include kindergarten, activity runs and trips.

1. Drivers shall be paid a minimum of two (2) hours pay, at their regular hourly rate for all field trips and athletic trips cancelled with less than two (2) hours notice.

2. In the event of the breakdown or an emergency that prevails beyond a driver's regular work hours, he shall be reimbursed at the existing rate prorated to the half-hour (1/2) for the time spent on the road.

3. Time and one-half (1/2) based on the driver's computed hourly rate shall be given for all work hours over forty (40) hours per week when such time is required by the Superintendent of Schools.

B. The Board agrees to pay fingerprinting costs related to continued employment after initial hiring.

C. The Board agrees to make an initial purchase of uniform jackets to be worn by all bus drivers.

D. Trips on Thanksgiving and Memorial Day will be paid a double rate.

E. Drivers will be supplied with a cell phone for communication during all trips outside of radio communication range. There will be six (6) cell phones available.

F. If state regulations permit, if a driver is on an out-of-state trip or trip over eight (8) hours, drivers will be given an allowance of \$10 for meals. Receipts must be turned in for reimbursement.

ARTICLE IX - SALARIES
CATEGORY V - CUSTODIANS

A. \$1,152.00 for the duration of this contract shall be paid to custodians for night shift differential. This amount will be prorated for custodians working after 3:00 PM and prior to 7:00 AM.

B. Each new hire will receive a clothing allowance for the purchase of uniform shirts and pants. In addition each custodian will receive a clothing allowance in the amounts of \$441.00 for the duration of this contract to purchase additional uniforms and shoes. The appropriate amount will be paid at the end of each succeeding year for replacement.

C. Custodians shall receive \$1,439.00 for the duration of this contract prorated (January 1, May 1, September 1) if they hold a Black Seal License. In addition, the custodian shall be reimbursed for the initial license fee, the registration fee and books for the course. All new employees, as a term and condition of continued employment must obtain a Black Seal within one (1) year.

D. Supervisor approved uniform shorts may be worn.

ARTICLE IX - SALARIES
CATEGORY VI - GROUNDS MAINTENANCE WORKERS/ DISTRICT
MAINTENANCE WORKERS/SECURITY PERSONNEL

Each new hire will receive a clothing allowance for the purchase of uniform shirts and pants. In addition each grounds maintenance worker/district maintenance worker/security personnel will receive a clothing allowance in the amount of \$441.00 for the duration of this contract to purchase additional uniforms and shoes. The appropriate amount will be paid at the end of each succeeding year for replacement.

ARTICLE IX – SALARIES
CATEGORY VII – PARA-PROFESSIONALS

If due to a student’s IEP toileting is part of a paraprofessional’s duty, a stipend of \$250 will be awarded each year.

ARTICLE IX - SALARIES
CATEGORY VIII CAFETERIA WORKERS

Each new hire will receive a clothing allowance for the purchase of uniform shirts and pants. In addition each cafeteria worker will receive a clothing allowance in the amount of \$441.00 for the duration of this contract to purchase additional uniforms and shoes. The appropriate amount will be paid at the end of each succeeding year for replacement.

ARTICLE IX - SALARIES
CATEGORY IX MECHANICS

Each new hire will receive a clothing allowance for the purchase of uniform shirts and pants. In addition each mechanic will receive a clothing allowance in the amount of \$441.00 for the remainder of this contract to purchase additional uniforms and shoes. The appropriate amount will be paid at the end of each succeeding year for replacement.

**ARTICLE IX – SALARIES
CATEGORY X – COMPUTER TECHNICIANS**

A. Technology Step Guide for Union Members (LTEA)

A. TECHNOLOGY STEP GUIDE FOR UNION MEMBERS

STEP/TIER	Years in Lacey District	Certifications	Salary Increase by Certification
1	0 -5	2 Certification (any combination of hardware and software)	\$500
2	5 - 10	2 Additional (total of 4) certifications or relevant CEU hours/coursework	\$800
3	10 - 15	2 Additional (total of 6) certifications or relevant CEU hours/coursework ; must maintain earned certifications	\$800
4	15 - 20	2 Additional (total of 8) certifications or relevant CEU hours/coursework ; must maintain earned certifications	\$800
5	20 -25	2 Additional (Total of 10) certifications or relevant CEU hours/coursework ; must maintain earned certifications	\$800

1. All increases are given for certificates earned after staff members’ date of employment.
 2. All increases are to the base salary not paid stipends.
 3. Moving up a Step/Tier requires the combination of time in the Lacey district and certification.
- B.** Shorts may be worn during the summer months when school is not in session.

LIST OF AVAILABLE TECHNOLOGY-BASED CERTIFICATIONS

Entry Level	Mid Level	Advanced Level
Comp TIA A+	MCP (Microsoft Certified Professional)	CCS (CISCO Cybersecurity Specialist)
Comp TIA Network+	SOPHOS UTM (Unified Threat Management)	CVNS (Cisco Video Network Specialist)
Comp TIA Server	Google Certified Educator Level 1	Google Certified Educator Level 2
AppleCare iOS Qualification (iPad, iPod, iPhone)	Google Certified Deployment Specialist	Google Certified Administrator
Promethean Certified Installer	Promethean Curriculum Developer	Promethean Training & Resource Developer
Google Certified Deployment Specialist	Google Certified Trainer	Google Certified Innovator
MTA (Microsoft Technology Associate) –IT Infrastructure	Certified VOIP Professional	CISSP (Certified Information Systems Security Professional)
MCSA (Microsoft Certified Solutions Associate)	MCSE (Microsoft Certified Solutions Expert)	MSCD (Microsoft Certified Solutions Developer)
MCSA-Windows10	MCSE-Server Infrastructure	MSCD-Web Applications
MCSA–Windows 8	MSCE-Desktop	MSCD SharePoint
MCSA-Windows 7	MSCE-Private Cloud	
MCSA Office3365	MSCE-Enterprise	
MCSA –MOS	MSCE-Data Platform	
MCSA-MOS Expert	MSCE-BI	
MCSA-MOS Master	MSCE Messaging	
MCSA-SQL Server	MSCE-Communications	
	MSCE SharePoint	
CCENT (CISCO Certified Entry Networking Tech)	CCNA (CISCO Certified Network Associate)	CCDE (CISCO Certified Design Expert)
CCT – (CISCO Certified Technician)	CCNP (CISCO Certified Network Professional)	CCIE (CISCO Certified Internetwork Expert)
CCT-Data Center	CCNP-Cloud	CCIE – Routing & Switching
CCT-Routing & Switching	CCNP- Data Center	CCIE-Data Center
CCT-Telepresence	CCNP-Routing & Switching	CCIE-Collaboration
	CCNP-Security	CCIE-Security
	CCNP-Service Provider	CCIE Service Provider
	CCNP-Voice	CCIE-Wireless
	CCNP-Wireless	

ARTICLE X - SICK LEAVE

A. All employees of ten (10) month contracts shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Twelve (12) month employees shall be entitled to twelve (12) sick leave days each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Certified employees shall be allowed to transfer into the Lacey Township School System fifty (50) percent of their accumulative sick leave up to ten (10) days acquired in the State of New Jersey.

C. Employees shall be entitled to half sick days. Half sick days shall begin and end with half the employee's work day.

D. The Board may grant leave in lieu of sick leave to an employee who contracts scarlet fever, whooping cough, measles, chicken pox, mumps, as a result of a direct contact with infected students and has established the medical probability of such cause to the satisfaction of the Board.

E. Incentive Program - Employees who do not exceed 1 sick day per year will be paid a stipend of \$250.00. Employees who do not exceed 2 sick days per year will be paid a stipend of \$125.00. Employees must work a full school year to attain the incentive.

ARTICLE XI - EXTENDED LEAVES OF ABSENCE

A. Any employee shall, upon request, be granted a leave of absence without pay for child rearing or adoption of a preschool infant child for a period of not more than two (2) years per birth event or adoption event which years shall be taken for child rearing or adoption leave in consecutive years. A teacher may not return except at the beginning of the school year or at the beginning of the third marking period.

B. The mandatory provisions of this Article do not apply to first year employees. In the absence of such a leave, any pregnant employee shall be entitled to continue working as long as she is physically able to do so, to be absent without pay as may be required by her for maternity purposes, and to return to her duties when physically able to do so.

C. No employee on child rearing leave shall, on the basis of said leave, be denied the opportunity to substitute in the Lacey Township School District in the area of certification of employment.

D. Any employee adopting a preschool infant child may receive similar leave which shall commence on his receiving defacto custody of the infant, or earlier, if necessary, to fulfill the requirements of the adoption.

E. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family; mother, father, children, spouse, sister, brother, grandparents and any other member or resident of the household. Additional leave may be granted at the discretion of the Board.

F. Other leaves of absence without pay may be granted by the Board for good reason.

G. All benefits to which an employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be restored upon return; and shall be assigned to the same position which was held at the time said leave commenced, if available, or, if not, to a position within certification of employment.

H. All leaves or extensions of leaves, shall be applied for and granted or denied in writing.

I. Maternity leave is twenty (20) school days before and twenty (20) school days after medically supported due date (medically supported due date period). No medical certification is required for this medically supported due date period. More time before (sick days) and more time after (sick days) the medically supported due date requires further medical certification.

ARTICLE XII SABBATICAL LEAVE CATEGORY I - TEACHERS

A. Purpose: A sabbatical leave shall be granted to a teacher by the Board for study, including study in another area of specialization, or for other reasons of value to the school system.

B. Conditions: Sabbatical Leaves shall be granted subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of three (3) of the teachers at any one time. The Board reserves the right to approve sabbatical leave to those teachers who would exceed in number the three (3) maximum at any one time.

2. Requests: Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be prescribed by the Superintendent no later than January 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.

3. Minimum time to qualify: A teacher must have completed at least seven (7) full school years of service in the Lacey Township School District in order to qualify for Sabbatical Leave.

4. Pay: A teacher on sabbatical leave (either ½ of a school year or for a full school year) shall be paid by the Board at fifty percent (50%) of the salary rate which he would have received if he had remained on active duty, if said leave is for study of value to the school district.

5. Return: Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence and he shall be credited with all other benefits for which he would have been entitled during the period of his leave and continuing thereafter upon his return. The teacher, upon return, shall be obligated for two additional school years of service. Willful failure of a teacher to render two additional school years of service to the District shall constitute cause for forfeiture of salary paid during sabbatical leave and right to bring an action for such return in any court of competent jurisdiction.

ARTICLE XIII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT
CATEGORY I - TEACHERS

A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognized that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve the school system, as well as his own problems, functions, interests and needs.

B. Within any one week, an employee who shall so request shall be granted at least thirty (30) minutes of counseling with his immediate Superior. Such meeting shall be scheduled by the Principal within the teacher work day and teacher released from other duties therefore.

C. The Board agrees:

1. To pay up to the full cost of tuition and other reasonable expenses incurred in connection with any workshops, conferences, in-service training sessions or other such sessions which a teacher is required and/or requested to take by the Administration, with Board approval.

2. That the District shall allocate \$71,637.00 per year towards a Tuition Reimbursement Plan, payable per graduate credit to any individual teacher. Such graduate courses must be in the area of the teacher's certification or in the area in which they are teaching, and such courses must be first approved by the Superintendent of Schools (which approval shall not be unreasonably withheld) and must be successfully completed.

Reduce money from \$71,637 to \$46,000 for a savings of \$25,637 per year for a total of \$76,911 for a three year savings (7/2015-6/2018) which will be used to help fund the support staff guides.

D. That the Board shall pay up to \$66.68 to each teacher attending the NJEA annual convention, with such monies to be used for the purpose of classroom educational materials.

Eliminate Convention Money for Certified Staff during the life of this contract (7/2015-6/2018) of \$66.38 per teacher @\$399 for a total of \$26,605 per year for the next three years for a grand total of \$79,815.96 in savings which will be used to fund support staff guides.

ARTICLE XIII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT
CATEGORY II - SECRETARIAL, CLERICAL

The District shall allocate \$4,649.02 a year for the negotiating unit toward tuition reimbursement plan for the purpose of upgrading secretarial or clerical skills and techniques, payable at a rate of not to exceed \$180.59 per semester per course. Professional courses taken on a non credit hour basis shall be reimbursed on a per course basis, to a maximum of \$542.92 per person per year. Reimbursement not to

exceed cost of any single course. Workshops or courses may be acceptable not only as a primary job related, but may also be secondary job related such as computers, stress, psychology, media, and community related. These workshops or courses must be approved in advance by the Superintendent of Schools and proof of successful completion must be furnished.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT CATEGORY VII - PARA PROFESSIONALS

The District shall allocate \$4,649.02 a year for the negotiating unit toward tuition reimbursement plan for the purpose of upgrading skills and techniques pertinent to their present assignment, payable at a rate of not to exceed \$180.59 per semester per course. Professional courses taken on a non credit hour basis shall be reimbursed on a per course basis, to a maximum \$542.92 per person per year. Reimbursement not to exceed cost of any single course. Workshops or courses may be acceptable not only as primary job related, but may also be secondary job related such as computers, stress, psychology, media, and community related. These workshops or courses must be approved in advance by the Superintendent of Schools and proof of successful completion must be furnished.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT CATEGORY VIII - CUSTODIANS, GROUNDS/MAINTENANCE WORKERS, MECHANICS

The District shall allocate \$4,649.02 a year for the negotiating unit toward tuition reimbursement plan for the purpose of upgrading skills and techniques pertinent to their present assignment, payable at a rate of not to exceed \$180.59 per semester per course. Professional courses taken on a non credit hour basis shall be reimbursed on a per course basis, to a maximum \$542.92 per person per year. Reimbursement not to exceed cost of any single course. Workshops or courses may be acceptable not only as primary job related, but may also be secondary job related such as computers, stress, psychology, media, and community related. These workshops or courses must be approved in advance by the Superintendent of Schools and proof of successful completion must be furnished.

ARTICLE XIV

MAINTENANCE OF STUDENT CONTROL AND DISCIPLINE

The Board and the Association recognize the fact that an effective discipline program throughout the school system is necessary to minimize time spent to remedy poor behavior during the school day.

1. The Administration shall define the duties and responsibilities of all employees pertaining to the student behavior at the start of each school year.
2. Employees will constantly guide and control behavior of any student at any time during the day and in all parts of the school building, school grounds and school vehicles.

3. The Administration shall be freely available to the employees to discuss and consider developing discipline cases, and effective solutions shall be sought, first with the presence of the student, secondly with the presence of the parent, and finally with the advice of an appropriate specialist.

ARTICLE XV - INSURANCE PROTECTION

A. The Board shall pay the full cost, less any employee contribution as mandated by P. L. 2011 Chapter 78, for employee elected health coverage through the NJ Public and School Employees Health Program. Association members will maintain the right to individually selected coverage from all plans offered by the NJ Public and School Employees Health Care Program.

SEHBP Direct 10 remains base plan for all current employees. New certificated staff only starting July 1, 2016 will receive Direct 15.

Direct 15 will be offered voluntarily for all current employees with the savings differential split between both parties (BOE and individual employee).

The parties agree to meet after July 1, 2016 to discuss the following changes to HBS: Chapter 78 Contributions, adding private health benefits carrier language (equal to or better than cause).

1. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st.

When necessary, payment of premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

2. The Board shall provide to each employee a description of the health care insurance coverage provided under this article as soon as available, which shall include a clear description of conditions and limits of coverage as listed above.

3. The Board will provide the Association with a description of liability insurance coverage provided by the Board for any person covered by this Contract who transports students in his personal vehicle.

4. The Board and the Association, hereby agree to the following:

The Board shall provide prescription coverage to eligible employees, less any employee contribution mandated by P.L. 2011 Chapter 78. The co-pays will be as follows: \$10.00 Brand - \$5.00 Generic.

5. The Board shall provide Dental Coverage for single, husband/wife, parent/child, and family. Orthodontic coverage is \$2,000.

ARTICLE XVI - PERSONAL AND ACADEMIC FREEDOM

A. The personal life of an employee is not an appropriate concern of the Board, except any action by an employee which directly or indirectly adversely affects his performing his assigned functions during the work day or damages the confidence of the community in the school system are appropriate concerns of the Board.

B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee providing said activities do not violate any local, state or federal law.

C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

1. Teachers shall be guaranteed freedom in classroom presentations and discussions appropriate to the grade level provided only that said material is directly connected with the course content.

2. Subject to the foregoing, teachers shall not be censored, or restrained, in the performance of their teaching functions, unless the material discussed and/or opinions expressed are immoral, illegal, unlawful, the advocating of violence or tending to advocate the unlawful overthrow of the United States Government, State Government or Municipal Government or any branch thereof, or controversial material not directly connected with the course content.

ARTICLE XVII - DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of employees for the Association, the Ocean County Education Association, the New Jersey Education Association as the said teachers individually and voluntarily authorize the Board to deduct. Such deduction shall be made in compliance with Chapter 244 N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations.

B. Each of the Associations named above shall certify to the Board in writing the current rate of its membership dues, and the names of all members. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of each change.

C. Subject to the provisions of law, the Board may deduct, in accordance with the administrative regulation approved by it, reasonable monetary penalties for lateness or other non-performance of duty required under individual employment contracts or this general Agreement.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

A. The Board and the Association agree that there shall be no discrimination and that all practices and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment promotions, transfer, or discipline of employees in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

B. This Agreement, in conjunction with the present Board Policy, constitutes Board Policy, for the term of said Agreement, the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy during its duration and shall be controlling. Current and prior Board Policy and practices not rescinded shall continue in full force and effect until repealed or rescinded.

C. 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 in force on said date, shall continue to be so applicable during the term of this Agreement, and nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise distract from any employee benefit or Board right or power existing prior to its effective date.

D. 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 provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

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

F. Copies of this Agreement shall be printed at the expense of the Board and the Association after agreement on format within thirty (30) days after the Agreement is signed. The agreement shall be presented to all employees now employed by the Board, to all Board members, to the Administration, Board Secretary and Board Attorney, and to each new employee upon signing of an Agreement.

G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing.

H. That all other proposals of either party herein shall be considered as withdrawn and dropped.

I. The Association agrees that during the term of the Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the performance of the employment), work stoppage, slowdown or walkout.

J. The Board may provide a Comprehensive Employee Assistance Program for all staff. The provisions of the EAP program will be worked out by the committee of equal representatives of the administration and the Association. The committee shall conclude this work and make a recommendation to the board within six months.

K. Interscholastic coaches shall receive a clothing allowance of \$150.00 per sport, per year.

L. Continuing Education Unit Credits

For the duration of the contract, the practice of awarding staff members Continuing Education Unit Credits for Board approved in-service workshops/programs will be awarded in accordance with the following procedures/guidelines:

a. Ten (10) contract workshop hours will be required for each earned one (1) Continuing Education Unit Credit.

b. For every five (5) Continuing Education Unit Credits earned, two hundred and fifty (\$250.00) dollars will be paid to the staff member. This money will be added to the staff member's base salary. The maximum CEUs allowed per employee is one thousand two hundred fifty (\$1,250.00) dollars or twenty-five (25) CEUs.

c. The Lacey Township Professional Development Committee will make appropriate recommendations to the Board for its consideration through the Superintendent or his designee.

d. The Board shall retain the right to accept or reject recommendations submitted by the committee.

e. In the event of discontinuance of the plan, by the Board, earned CEU Credits not converted to salary payment at the time shall be reimbursed on a prorated basis to individual employees affected. This prorated amount will be added to the employee's salary as in the above. In the event of discontinuance, employees enrolled in courses shall continue until those courses are completed.

ARTICLE XIX - DURATION OF AGREEMENT JULY 1, 2015 - JUNE 30, 2018

ARTICLE XX - GRIEVANCE PROCEDURE

A. Definitions:

1. Grievance: A "Grievance" is a claim by an employee of the Association based on the interpretation, application or violation of this Agreement, policies or Administrative decisions affecting an employee or a group of employees. A "grievance" must be reduced to writing and all responses thereto shall be in writing.

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

3. Party in interest: 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:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problem which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedures:

1. Time limits: Since it is important that grievances be processed rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-end grievances - In the event a grievance is filed at such a 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 of 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. Level One - Principal or Immediate Superior: An employee with a grievance shall first discuss it with his Principal or Immediate Superior; either directly or through the Association's designated representative, with the objective of resolving the matter informally. Prior to Level Two, the aggrieved person shall submit his grievance in writing at Level One within fifteen (15) school days after alleged occurrence and shall have a written response thereto.

4. Level Two - Superintendent or designee: If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Superintendent, within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the superintendent or designee shall file his written determination.

5. Level Three - Association: If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level Two or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Board. A hearing shall be held, if requested, with the Association representative and a committee of the Board or the Board, at their discretion, prior to their rendering of a decision.

6. Level Four - Arbitration:

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three or if no decision has been rendered within fourteen (14) school days after the grievance was delivered to the Board, he may, within five (5) school days after the grievance was delivered to the Board, whichever is sooner, request in writing the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

b. 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 service. 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 New Jersey Public Employment Relations Commission by either Party. The Parties shall then be bound by the rules and procedures of the New Jersey Public Employment Relations Commission in the selection of an arbitrator.

c. The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his 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 the final statements and proof on the issues are submitted to him. The arbitrator's decision shall be in writing, and he shall set forth his findings of fact, or reasoning and conclusions 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 violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding.

1. The arbitrator shall limit himself to the issue submitted and shall consider nothing else.

2. The arbitrator can neither alter, modify, add to nor subtract from any of the provisions of this Agreement between the Parties or any policy of the Board.

3. The determination of the arbitrator must be limited to the terms and/or conditions of the Agreement which are the subject of the grievance. Dispute involving questions of unfair labor practice, scope of negotiations, questions of representation and other matters within the jurisdiction of the Public Employment Relations Commission shall not be arbitral.

4. Questions on Administrative decisions or disputes which do not affect terms and conditions of employment which fall under the jurisdiction of the Commissioner of Education shall not be arbitral.

5. Questions of constitutional issues may be challenged in courts but shall not be arbitral.

6. Only the Board and the aggrieved and representative shall be given copies of the arbitrator's report of findings and recommendations.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual 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. Rights of Employees to Representation

1. Employees and Associations: Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When a teacher 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. Reprisals: No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance: If, in the judgment of the Association, a grievance affects a group or class of employees the Association may submit such grievance in writing to the Superintendent directly and the process of such a grievance through all the levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written decisions: Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered shall be in writing and give the reasons therefore and shall be transmitted promptly to all parties in interest. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C: Paragraph 5 (c) of this Article.

3. Separate grievance file: 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, except, however, that the written final decisions shall be a proper part of the affected parties' personnel files.

4. Forms: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association, and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and hearings: All 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. This provision shall be deemed to permit any party to have a Certified Court Shorthand Reporter present to record the proceedings. Transcripts of the record of the proceedings shall be available only to those paying for the reporter and the transcripts.

ARTICLE XXI - EVALUATION - CATEGORY I - Teachers

A. Administration will determine evaluation criteria, in consultation with staff. This area can be explored by the staff and Superintendent during this contract year.

B. Non-tenure Teachers

1. Frequency: Non-tenure teachers shall be evaluated by their Immediate Superiors at least four (4) times in each school year to be followed in each instance by a written evaluation report and by a conference between the teacher and his Immediate Superior for the purpose of identifying any deficiencies, extending assistance for their correction

and improving instruction. Such evaluation in each instance shall consist of at least three (3) in-classroom observations of at least forty-five (45) minutes, each occurring on separate days and any other criteria for evaluation adopted by the Administration and approved by the Board.

C. General Criteria

1. Open evaluation: All monitoring or observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. Such monitoring and/or observation shall be for the duration of one class period in a secondary school and in an elementary school for the duration of one subject lesson.

2. Evaluation by certified Supervisors: Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

3. Copies of Evaluation: A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators within ten (10) days and a conference which follows within fifteen (15) days of the observation/ evaluation. If a teacher or the Administration, having received a copy of a class visit or evaluation report, wishes one or two (2) days' delay before conferring on the subject matter of the report, such limited delay shall be a matter of right. No such report shall be submitted to the Central Office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. In the event that a teacher refuses to accept a class visit or evaluation report and refuses to sign an acknowledgment of receipt of same, the Administration shall forthwith certify the offer or deliverance of the class visit or evaluation report and file certification with the report to the teacher's file and forward to the Association a copy of the certification only.

D. Evaluation Procedure

Evaluation procedure will be reviewed by the Superintendent and staff during the school year.

1. Prior to filing any evaluation report the Immediate Superior of a teacher shall have had appropriate communication (including but not limited to all steps in Paragraph 2, below) with said teacher regarding performance as a teacher.

2. Reports: Evaluation reports shall be presented to each teacher by his Immediate Superior in accordance with the following procedures.

a. Such reports shall be presented to each teacher by his immediate supervisor based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.

b. Such reports shall be addressed to the teachers.

c. Such reports shall be written in narrative form and shall contain an overall rating and shall include, when pertinent; (1) Strengths of the teacher as evidenced during the period since the previous report: (2) Weaknesses of the teacher as evidenced during the period since the previous report: (3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

E. Personnel Records

1. File: A teacher shall have the right, upon request to review the contents of his personnel file and to receive copies, at Board expense of any documents contained herein. A teacher shall be entitled to have representative of the Association accompany him during such review. Classroom time shall not be used for such review.

2. Derogatory material: No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents, thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

3. No separate file: Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

Termination of employment: Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such teacher after severance or otherwise than in accordance with the procedure set forth in this Article excepting that if a teacher leaves voluntarily before final evaluation has been filed the evaluation may be filed in their personnel file provided a copy thereof has been mailed, by certified mail, to his last known address.

ARTICLE XXI - EVALUATION
CATEGORY II - SECRETARIAL, CLERICAL
CATEGORY III BUS DRIVERS
CATEGORY V - CUSTODIANS
**CATEGORY VI - MAINTENANCE GROUNDS WORKERS/
DISTRICT MAINTENANCE/SECURITY PERSONNEL**
CATEGORY VIII - CAFETERIA WORKERS
CATEGORY IX - MECHANICS
CATEGORY X – COMPUTER TECHNICIANS

1. Evaluations:

Evaluations will be conducted professionally, openly and with full knowledge of the employee. A copy of the evaluation criterion shall be provided to each employee. Evaluation reports will be reviewed in a conference between the employee and the person making the report, within ten (10) work days. All such reports will be signed by the employee indicating that he has seen it and discussed it. Signing the report in no way indicates agreement with its content. Every evaluation shall contain an overall rating of satisfactory or unsatisfactory.

2. Personnel Records:

a. File: An employee shall have the right, upon request to review the contents of his personnel file and to receive copies, at Board expense of any documents contained herein. An employee shall be entitled to have a representative of the Association

accompany him during such review. Classroom time shall not be used for such review.

b. Derogatory material: No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his 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 answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

c. No separate file: Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

d. Termination of employment: Final evaluation of an employee upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this Article excepting that is an employee leaves voluntarily before final evaluation has been filed the evaluation may be filed in their personnel file provided a copy thereof has been mailed by certified, to his last known address.

ARTICLE XXII - TEMPORARY LEAVE OF ABSENCE

Types of Leaves

Employee shall be entitled to the following temporary non accumulative leaves of absence with the exception of personal leave, with full pay each school year.

1. Personal: Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the employee's Principal or other Immediate Supervisor for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies). Any personal day not used by the employee any year, shall be added to the employee's sick leave accumulation. One personal day annually will be permitted on the day immediately preceding or the day immediately following school calendar holidays with building principal or immediate supervisor approval. Extreme cases will be considered on a case by case basis and may be granted only with the district approval of the Superintendent for use of more than one personal day.

2. Religious: Employees wishing to do so may use personal days for the observance of religious holidays.

3. School Visitation: Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature shall be granted by the Building Principal upon the approval of the Superintendent. The request for school visitation leave shall be made five (5) days before the leave date. A written resume of same to be filed with the teacher's Building Principal within five (5) work days thereafter. Additional leave for school visitation may be granted by the Board.

4. Legal: Legal days shall be unlimited and must be used for documented and required court appearances only, subject to Superintendent's approval.

- 5. Death in Immediate Family:** An allowance of up to five (5) working days leave at any one time shall be granted for death or when death is imminent in the immediate family. Immediate family shall be considered to be: Father, Mother, Child, Brother, Spouse, Sister, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparents of employee and spouse, Grandchildren, Aunt/Uncle of any member of the immediate household. In the event of a death of an employee or student in the Lacey Township District, the Principal or Immediate Supervisor of said-employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral.
- 6. Temporary Military:** Leave necessary to serve on temporary active military service shall be granted as per statute.
- 7. Good Cause:** Other leaves of absence with pay may be granted by the Board for good reason.
- 8. Clinics:** Coaches may be granted up to two (2) days per year for the purpose of attending clinics or other meetings of a professional nature, subject to the approval of the Superintendent or his designee which approval shall not be unreasonably withheld. Fees and expenses shall be incurred by the Board. Additional leave of absence may be granted by the Board for good reason.

ARTICLE XXIII - COMPLAINT PROCEDURE

Procedural Requirement: Any complaints regarding an employee made to any member of the Administration by any parent, student, or other person which does or may influence evaluation of an employee shall proceed according to the procedure below:

Meeting with Principal or Immediate Superior: The Principal or Immediate Superior shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

Right to Representation: The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

Procedures:

Step 1. In the event a complaint is unresolved to the satisfaction of all parties, the employee may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conferences, or if no mutually acceptable conference can be agreed on, the complaint shall move to Step Two.

Step 2. Any complaint unresolved under Step One at the request of the employee or the complainant shall be reviewed by the Building Principal or counterpart Supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3. Any complaint unresolved at Step Two may be submitted in writing by the complainant or the employee to the Building Principal or counterpart Supervisor who shall forthwith forward a copy to the Superintendent or his designee and the complainant.

Step 4. Upon receipt of the written complaint the Superintendent or his designee shall confer with all parties. The employee shall have the right to be present at all meetings of the Superintendent or his designee and the complainant.

Step 5. If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher he shall forward the results of his recommendations in writing to the Board and a copy to all parties concerned.

Step 6. After receipt of the findings and recommendations of the Superintendent or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent or his designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

ARTICLE XXIV - TEACHER WORK YEAR

In School work Year:

1. Ten (10) month personnel: The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred eighty-five (185) days. Attendance for part of a day, shall not count as a day unless the day counts as a school day for purposes of state aide under Title 18a and under Title 6 N.J.A.C.

2. Definition of in-school work year: The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

3. Inclement weather: Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

School Calendar: The Board shall adopt a school calendar and make copies available to all staff members.

ARTICLE XXV - TERMINAL LEAVE COMPENSATION

An employee who notified the Board in writing on or before January 2nd of any year, of their intention to retire at the end of that school year, and who actually files a retirement paper with the N.J. State Retirement System, shall be entitled to receive a Terminal Leave Compensation computed at the salary rate earned during the final year of employment at 1/200 of such annual salary, at the rate of one (1) day's pay per each unused, accumulated sick leave day to a maximum of one hundred and fifty (150) days to be paid out in equal payments over a three (3) year period. If the employee intends to retire within the contract period (3 years) they must notify the Board of their intention with the stipulation that they may rescind their intention. Twelve (12) month employees shall be paid at a 1/240 of their annual salary. If the employee has accumulated less than fifty (50) sick leave days, an employee shall receive one payment.

Any employee hired after July 1, 2012, who upon retirement from the New Jersey State Retirement System, shall be entitled to be compensated for all accumulated, accrued unused sick days up to \$15,000.

ARTICLE XXVI - STAFF VACANCIES

When school is in session a notice of any vacancy shall be posted in each school at least seven (7) school days before the final date when applications must be submitted. During summer vacation the notice shall be fifteen (15) days. Positions becoming available after August 1 shall be posted. The Association shall be notified, after which the position shall be filled at the Superintendent's discretion. All qualified employees of Lacey Township shall be given adequate opportunity to make application for promotional positions and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of present employed staff.

ARTICLE XXVII - PROFESSIONAL RELATIONS COMMITTEE

The Executive Committee of the Association shall meet with the Superintendent and such administrators as the Superintendent selects, normally once a month, unless it is mutually agreed to extend this period of time, to review and discuss current school problems and practices. These meetings shall in no way disrupt the educational program. Matters that pertain to grievances or negotiations shall not be subject of these meetings. Individual school Administrators shall meet with the Association representative from that individual school building, normally once a month, unless it is mutually agreed to extend this period of time. The Association and the Principal shall agree on a calendar of meetings. These meetings shall in no way disrupt the educational program. Matters that pertain to grievances or negotiations shall not be discussed at these meetings. The Association representatives and the Administration representatives shall not number more than three (3) each.

ARTICLE XXVIII - PROTECTION OF EMPLOYEES CATEGORY III -BUS DRIVERS

- A.** The Board shall continue to fulfill requirements placed upon it by law for the protection of drivers.
- B.** Drivers shall immediately report cases of assault suffered by them in connection with their employment to the Transportation Coordinator and Superintendent of Schools. Drivers shall file with the Transportation Coordinator and with the Superintendent of Schools a written report within twenty-four hours.
- C.** A driver who has been assaulted shall have the right to confer with the Superintendent, and, to the extent that the Superintendent deems appropriate and proper to receive relevant information concerning the assault.
- D.** The Board shall reimburse drivers for any loss, damage, or destruction of clothing or personal property arising out of a direct assault on the person of the driver occurring during the performance of their duties and reasonably proven to the satisfaction of the Superintendent.

ARTICLE XXIX - MEDICAL EXAMINATION

- A.** Any medical examinations required for insurance or renewal of the driver's New Jersey School Bus Driver License is the responsibility of the driver.
- B.** The Board may, at its discretion, require medical examination by a physician designated by the Board.
- C.** The fee for any mandated medical examination by the Board designated physician will be paid by the Board.
- D.** Annual physicals as required in Section A of this article conducted by the school physician will be at no charge to the driver.

ARTICLE XXX - SENIORITY AND JOB SECURITY ALL SUPPORT STAFF

- A.** In the event of a reduction in force of support personnel, the Statutes and Administrative Code that applies to teaching personnel will be utilized.
- B.** School District Seniority is defined as service by appointed employees in the school district in the collective negotiating unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he:
 - 1.** Resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the School District. Any anticipated or planned reduction in force shall be communicated to the Association at least sixty (60) days prior to the implementation.
- C.** In the event of a reduction in-force, including reductions caused by the discontinuance of a facility or its location, the employees shall be laid off in the in reverse order of seniority of the employees.
- D.** In the event a vacancy occurs in the classification of his/her last appointment from which he/she was laid off, or in a lesser classification in the same line of work in the department, a laid off employee shall be entitled to recall thereto in the order of his category seniority.
- E.** Notice to Recall to work shall be addressed to the employee's last address appearing on the records of the School district, by certified mail, return receipt requested. Within fifteen (15) days from mailing such notice of recall the employee shall notify the Superintendent of Schools, in writing, whether or not he desires to return to the work involved in the recall. If he or she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she forfeit all of his/her seniority and all rights to recall. If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she will report for such work within seven (7) days from then date he/she receives the recall notice or within such period of time as set forth in a written extension of time signed by the Superintendent of Schools or his/her designee. In the event he/she shall fail to report to work, he/she shall forfeit all of his seniority and all rights to recall.
- F.** Seniority shall not be accumulated during the period of lay off. Upon recall the appointed employee shall have his accumulated seniority to the date of lay off. Seniority shall not be accumulated during the period of any unlawful strike or other unlawful job action.

G. Seniority list shall be provided the Association at the beginning of each school year and updated throughout the school year. Said list shall be posted and received by the Association.

H. Duties will be assigned on a seniority basis whenever possible with the approval of the Superintendent.

**ARTICLE XXX - SENIORITY AND JOB SECURITY
CATEGORY III - BUS DRIVERS**

A. School District seniority is defined as service by appointed employees in the School District in the collective negotiating unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he:

1. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the School District. Any anticipated or planned reduction in-force shall be communicated to the Association at least sixty (60) days prior to implementing same.

B. In the event a vacancy occurs in the classification of his last appointment from which he was laid off, or in a lesser classification in the same line of work in the department, a laid-off employee shall be entitled to recall thereto in the order of his category seniority.

C. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested. Within fifteen (15) days from mailing such notice of recall the employee shall notify the Superintendent of Schools, in writing, whether or not he desires to return to the work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within seven (7) days from the date he receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Superintendent of Schools or his designee. In the event he shall fail to report to work, he shall forfeit all of his seniority and all rights to recall.

D. Seniority shall not be accumulated during the period of lay off. Upon recall the appointed employee shall have his accumulated seniority to the date of lay off. Seniority shall not be accumulated during the period of any unlawful strike or other unlawful job action.

E. Seniority list shall be provided the Association at the beginning of each school year and updated throughout the school year. Said list shall be posted and received by the Association.

F. Duties will be assigned on a seniority basis wherever possible with the approval of the Superintendent.

XXXI - SUBCONTRACTING

The Board agrees that one hundred twenty (120) days prior to any formal Board Action to consider subcontracting it shall discuss the matter fully with the Association and its representatives. The Board further agrees that it will not subcontract in bad faith for the purpose of laying off employees or substituting private sector employees for the employees covered by this Agreement.

SCHEDULE A LACEY TOWNSHIP HIGH SCHOOL ACTIVITIES

ACTIVITY	Level	2015-18
Majorettes/Color Guard	1	4,171
	2	4,533
Drill Team/Flag Twirlers	1	4,171
	2	4,533
Marching Band Director	1	5,434
	2	5,800
Asst. Band Director	1	4,171
	2	4,533
Jazz Band Director	1	4,171
	2	4,533
Vocal Director	1	4,171
	2	4,533
Yearbook	1	6,523
	2	6,884
Newspaper	1	4,171
	2	4,533
Literary Magazine	1	2,353
	2	2,538
Student Council Advisor	1	4,171
	2	4,533
Senior Class Advisor	1	3,805
Junior Class Advisor	1	2,173
	2	2,353
Sophomore Class Advisor	1	1,810
	2	1,992
Freshman Class Advisor	1	1,810
	2	1,992
National Honor Society	1	3,445
	2	3,628
Computer Rm. Supervisor		4,348
Future Bus. Leaders of America		4,348
Library Supervisor		4,348
Computer Lab Supervisor		4,348
Distrib. Ed. Club of America		6,160
Physics Club		1,448
Art Club		1,448
Adventure Club		1,448
Math Club		1,448
Close Up		1,448
Interact		1,448

Chemistry Club		1,448
Dance Team		1,448
SADD Club		1,448
Biology Club		1,448
Emergency Service Club		1,448
Heroes & Cool Kids		1,448
Heroes & Cool Kids Assistant		1,448
Fall Drama Production		1,448
AADA Challenger League		1,448
Environmental Science Club		1,448
Ski/Fishing Club		1,448
Literacy Club		2,538
Detention Supervisor		4,434
Academic Intervention		4,500
Summer LOLA		4,500
Online Learning		4,500
TV Studio		6,741
Computer Club		1,448
Foreign Language Club		1,448
FTA		1,448
Intergenerational Club		1,448
Peer Mediation		1,448
Special Olympics		2,900
SCHOOL PLAY		
Director	1	4,348
	2	4,712
Assistant Director	1	2,172
	2	2,353
Musical Director	1	2,172
	2	2,353
Costumes	1	907
	2	1,083
Art (Scenery)	1	907
	2	1,083
Set Construction Mgr.	1	1,414

SCHEDULE A
LACEY TOWNSHIP HIGH SCHOOL ATHLETICS

ACTIVITY	Level	2015-18
CATEGORY I		
Head Football	1	9,699
	2	10,420
	3	10,789
	4	11,149
Assistant Football	1	6,789
	2	7,297
	3	7,551
	4	7,808
Head Basketball	1	7,812
	2	8,140
	3	8,470
	4	8,797
Head Wrestling	1	7,812
	2	8,140
	3	8,470
	4	8,797
Swimming	1	7,812
	2	8,140
	3	8,470
	4	8,797
Asst. Swimming	1	5,201
	2	5,529
	3	5,860
	4	6,185
Asst. Basketball/Wrestling	1	5,201
Asst. Basketball/Wrestling	2	5,529
Asst. Basketball/Wrestling	3	5,860
Asst. Basketball/Wrestling	4	6,185
Athletic Trainer	1	7,431
Head Ice Hockey	1	7,812
	2	8,140
	3	8,470
	4	8,797
Asst. Ice Hockey	1	5,201
	2	5,529
	3	5,860
	4	6,185
CATEGORY II		
Head Baseball, Softball,	1	7,172
Soccer, Track, Field Hockey,	2	7,532
Gymnastics, Lacrosse, Volleyball	3	7,896
	4	8,259

Assistant Baseball, Softball	1	4,712
Soccer, Track, Field Hockey,	2	5,071
Gymnastics, Cross Country, Lacrosse, Volleyball	3	5,434
	4	5,801
CATEGORY III		
Cross Country, Tennis,	1	6,846
Asst. Tennis	1	4,712
	2	5,071
	3	5,434
	4	5,801
Winter Track, Bowling, Golf	2	7,206
	3	7,570
	4	7,935
CATEGORY IV		
Weight Trainer (season)	1	4,712
	2	5,071
	3	5,434
	4	5,801
Cheerleaders (per season)	1	5,071
	2	5,434
	3	5,801
	4	6,160
Assistant Cheerleaders (per season)	1	3,625
	2	3,987
	3	4,348
	4	4,712
*Head Cheerleader (Comp.)	1	2,848
*Asst. Cheerleader (Comp.)	1	2,256
(*winter season only)		

SCHEDULE A
LACEY TOWNSHIP MIDDLE SCHOOL ACTIVITIES/ATHLETICS

ACTIVITY	Level	2015-18
ACTIVITY ADVISORS		
School Newspaper		3,625
Student Council		4,348
Detention Supervisor (2 days/wk.)		4,348
Year Book Advisor (2)		3,625
SCHOOL PLAY		
Director	1	4,348
	2	4,712
Assistant Director	1	2,172
	2	2,353
Set Construction	1	907
	2	1,083
Costumes	1	907
	2	1,083
Choreography	1	907
	2	1,083
CLUBS		
Math Club		1,448
Art Club		1,448
Dance Team		1,448
Computer Club		1,448
Builders Club		1,448
Chess Club		1,448
Junior AADA		1,448
INTRAMURALS/MUSIC GRADES 7-8		
Flag Football, Basketball		2,537
Band Director & Vocal Director		2,537
Assistant Band Director		1,448
INTERSCHOLASTIC GRADES 7-8		
Soccer, Basketball, Baseball, Softball, Track,	1	2,537
Wrestling, Cheerleaders, Field Hockey	2	2,537
Cross Country	3	1,448
Assistant Track, Wrestling,	1	1,448
Basketball, Field Hockey	1	1,448

SCHEDULE A
LACEY TOWNSHIP ELEMENTARY SCHOOL CLUBS
(to include MILL POND SCHOOL)

CLUBS		
Band Director		2,537
Choral Director		2,537
Math Club		1,448
Science Club		1,448
Geography Club		1,448
Technology Club		1,448
Intergenerational Club		1,448
Drama Club Advisor (2)		1,448
Peer Mediation Advisor		1,448
Geography Club		1,448
Chess Club		1,448
School Spirit Club		1,448
Community Garden Club		1,448
Grade Level Coordinators (12)		500
Art Club		1,448
Anti-Bullying Heroes Club		1,448
Chemistry Club		1,448
Biology Club		1,448
Physics Club		1,448
Environmental Club		1,448
Ocean Club		1,448
Awareness Club		1,448
Yearbook Club		1,448
Foreign Club		1,448
Special Olympics		1,448
Fitness Club		1,448
Writing Poetry Club		1,448
Literacy Club		1,448
3rd Grade Drama Club		1,448
4th Grade Drama Club		1,448

Additional assistance will be assigned after 30 participants at the rate of \$1,448 per advisor. Additional assistance will be assigned in increments of an additional 15 participants after initial 30.

2015 - 16 Teachers*		2016 - 17 Teachers*		2017 - 18 Teachers*	
Step	Salary	Step	Salary	Step	Salary
A	48132	A	48150	A	48150
B	48419	B	48550	B	48550
C	48819	C	48850	C	48950
D	49226	D	49250	D	49350
E	49638	E	49653	E	49750
F	50137	F	50060	F	50150
G	50558	G	50791	G	50550
H	50810	H	51479	H	51550
I	51244	I	52077	I	52550
J	52079	J	52773	J	53550
K	52624	K	53684	K	54550
L	53620	L	54578	L	55550
M	54634	M	55807	M	56850
N	55655	N	57046	N	58350
O	56835	O	58289	O	59850
P	58597	P	59617	P	61350
Q	59814	Q	61350	Q	62850
R	61895	R	62790	R	64550
S	64045	S	64718	S	66250
T	66851	T	66903	T	68000

* Salary Guides shown are for all Teaching Staff.

Differentials (“columns”) for graduate credits and advanced degrees shall be paid as follows:

- BA+20 @ + \$3,000
- MA @ + \$3,000
- MA+15 @ + \$2,000
- MA+30 @ + \$2,000
- PhD @ + \$2,000

Amounts are cumulative pensionable and part of a teacher’s base salary; i.e Teachers with MA+15 would receive a differential of \$3,000 + \$3,000 + \$2,000 = + \$8,000.

Increases for teachers who are off-guide will be \$1899/\$2794/\$2958 for the contract years, respectively.

Longevity

4 years	\$580
8 years	\$580
12 years	\$730
16 years	\$730
20 years	\$730

2015 - 16 Secretary - Principal's		2016 - 17 Secretary - Principal's		2017 - 18 Secretary - Principal's	
Step	Salary	Step	Salary	Step	Salary
A	29351	A	30188	A	31120
B	29738	B	30488	B	31320
C	30232	C	30690	C	31524
D	30746	D	31230	D	31795
E	31019	E	31791	E	32354
F	31759	F	32073	F	33000
G	32801	G	32839	G	33292
H	33682	H	33916	H	34087

Increases for Principals' Secretaries who are off-guide will be 2% / 3.4% / 3.8% for the contract years, respectively.

Longevity

4 years	\$500
8 years	\$500
12 years	\$650
16 years	\$650
20 years	\$650

2015 - 16 Secretary - General		2016 - 17 Secretary - General		2017 - 18 Secretary - General	
Step	Salary	Step	Salary	Step	Salary
A	24898	A	25618	A	26394
B	25281	B	25918	B	26594
C	25860	C	26116	C	26799
D	26094	D	26740	D	27004
E	26212	E	26981	E	27702
F	26486	F	27129	F	28007
G	26614	G	27413	G	28160
H	26762	H	27545	H	28455
I	27520	I	27725	I	28647
J	28453	J	28511	J	28834
K	29160	K	29477	K	29651

Increases for General Secretaries who are off-guide will be 2% / 3.6% / 4.0% for the contract years, respectively.

Longevity

4 years	\$500
8 years	\$500
12 years	\$650
16 years	\$650
20 years	\$650

2015 - 16 Para-Professionals		2016 - 17 Para-Professionals		2017 - 18 Para-Professionals	
Step	Salary	Step	Salary	Step	Salary
A	14062	A	14841	A	15512
B	14374	B	14991	B	15662
C	14562	C	15174	C	15791
D	15052	D	15362	D	15974
E	15173	E	15852	E	16162
F	15290	F	15973	F	16652
G	15418	G	16090	G	16773
H	15567	H	16418	H	17090
I	15691	I	16567	I	17418
J	15841	J	16691	J	17567
K	16394	K	16841	K	17691
L	16564	L	17394	L	17841

Increases for Para-Professionals who are off-guide will be 2% / \$1000 / \$1000 for the contract years, respectively.

Longevity

4 years	\$350
8 years	\$350
12 years	\$400
16 years	\$400

2015 - 16 Health Aides		2016 - 17 Health Aides		2017 - 18 Health Aides	
Step	Salary	Step	Salary	Step	Salary
A	17877	A	18149	A	18466
B	18030	B	18449	B	18766
C	18192	C	18607	C	19076
D	18508	D	18774	D	19240
E	18920	E	19119	E	19413
F	22038	F	19544	F	19808
G	28358	G	22788	G	20287

Increases for Health Aides who are off-guide will be 2% / 3.4% / 3.8% for the contract years, respectively.

Longevity

4 years	\$350
8 years	\$350
12 years	\$400
16 years	\$400

2015 - 16 Custodians		2016 - 17 Custodians		2017 - 18 Custodians	
Step	Salary	Step	Salary	Step	Salary
A	34450	A	35252	A	36151
B	34782	B	35552	B	36451
C	34913	C	35895	C	36761
D	35048	D	36031	D	37115
E	35290	E	36169	E	37256
F	35295	F	36454	F	37471
G	35409	G	36460	G	37767
H	35529	H	36577	H	37773
I	35648	I	36702	I	37894
J	35774	J	36860	J	38096
K	35922	K	36990	K	38261
L	36048	L	37143	L	38396
M	36198	M	37274	M	38555
N	36980	N	37429	N	38691
O	37165	O	38237	O	38851
P	37950	P	38429	P	39691
Q	38833	Q	39240	Q	39889
R	39653	R	40153	R	40731
S	40537	S	41001	S	41679

Increases for Custodians and Grounds Staff who are off-guide will be 2% / 3.4% / 3.8% for the contract years, respectively.

Longevity

4 years	\$350
8 years	\$350
12 years	\$400
16 years	\$400

2015 - 16 Grounds		2016 - 17 Grounds		2017 - 18 Grounds	
Step	Salary	Step	Salary	Step	Salary
A	34604	A	35411	A	36315
B	34939	B	35711	B	36615
C	35205	C	36057	C	36925
D	35307	D	36331	D	37283
E	35928	E	36472	E	37639
F	37239	F	37150	F	37785
G	39811	G	38505	G	38562
H	40695	H	41165	H	39968

Increases for Custodians and Grounds Staff who are off-guide will be 2% / 3.4% / 3.8% for the contract years, respectively.

Longevity

4 years	\$350
8 years	\$350
12 years	\$400
16 years	\$400

2015 - 16 Cooks		2016 - 17 Cooks		2017 - 18 Cooks	
Step	Salary	Step	Salary	Step	Salary
A	16907	A	17181	A	17534
B	17143	B	17481	B	17834
C	18018	C	17726	C	18146
D	18681	D	18631	D	18399
		E	19316	E	19339
				F	20050

Longevity

4 years	\$350
8 years	\$350
12 years	\$400
16 years	\$400

2015 - 16 Cafeteria - F/T		2016 - 17 Cafeteria - F/T		2017 - 18 Cafeteria - F/T	
Step	Salary	Step	Salary	Step	Salary
A	15250	A	15469	A	15756
B	15585	B	15769	B	16056
C	17871	C	16114	C	16368
D	33779	D	18479	D	16727
		E	34928	E	19181
				F	36255

Longevity

4 years	\$350
8 years	\$350
12 years	\$400
16 years	\$400

2015 - 16 Drivers		2016 - 17 Drivers		2017 - 18 Drivers	
Step	Hourly	Step	Hourly	Step	Hourly
A	15.01	A	15.49	A	16.02
B	15.23	B	15.66	B	16.14
C	15.27	C	15.72	C	16.20
D	15.39	D	15.77	D	16.28
E	15.44	E	15.90	E	16.34
F	15.82	F	15.95	F	16.47
G	15.85	G	16.46	G	16.84
H	15.98	H	16.49	H	17.40
I	16.68	I	16.63	I	17.44
J	17.85	J	17.34	J	17.58

Increases for Drivers who are off-guide will be 2% / 3.4%+\$0.10 / 3.8%+\$0.32 for the contract years, respectively.

Longevity

4 years	\$350
8 years	\$350
12 years	\$400
16 years	\$400

LACEY TOWNSHIP ATTENDANCE OFFICER*;

LACEY TOWNSHIP INTERPRETER*;

All employees listed above will receive an increase equal to the following percentages listed below each year of their previous year's salary:

2015-2016	2016-2017	2017-2018
2%	2.9%	3.15%

LACEY TOWNSHIP MECHANICS*

2015-2016	2016-2017	2017-2018
2%	3.2%	3.6%

All employees listed below will receive a dollar amount raise each year listed below under their title heading.

COMPUTER TECHNICIANS*

(computer maintenance, computer tech, field tech, computer network tech, computer repair tech, database manager, etc.)

2015-2016	2016-2017	2017-2018
\$1,063	\$1,975	\$2,150

TELEVISION/VIDEO PROGRAMMING SPECIALIST*;

2015-2016	2016-2017	2017-2018
\$1,480	\$2,188	\$2,446

*Salaries of individuals, not starting salary. Starting salaries as negotiated by the Association and the Board.

Longevity

4 years	\$350
8 years	\$350
12 years	\$400
16 years	\$400

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FOR THE LACEY TOWNSHIP EDUCATION ASSOCIATION

Dated: 3/21/16 Julian Schlossarek

Dated: 3/21/16 Michael Ryan

Dated: 3/21/16 Lucille Ziegler

FOR THE LACEY TOWNSHIP BOARD OF EDUCATION

Dated: 3/21/16 Sharon Salvo

BOARD OF EDUCATION APPROVED

Dated: 3/21/16 Patrick De George
PATRICK DE GEORGE
BUSINESS ADMINISTRATOR/
BOARD SECRETARY

