

**BOARD OF EDUCATION  
OF THE  
LAWRENCE TOWNSHIP SCHOOL DISTRICT**

**AGREEMENT BETWEEN  
BOARD OF EDUCATION OF THE LAWRENCE TOWNSHIP  
SCHOOL DISTRICT**

**AND**

**LAWRENCE TOWNSHIP PRINCIPALS' AND SUPERVISORS'  
ASSOCIATION**

**EFFECTIVE DATE: JULY 1, 2005 THROUGH JUNE 30, 2008**

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**ARTICLE I - RECOGNITION**

- A. In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Lawrence Township Principals’ and Supervisors’ Association, hereinafter known as “the Association”, as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified supervisory personnel as defined by law employed by the Lawrence Township Board of Education, hereinafter known as “the Board.”
- B. In addition, the following personnel are excluded from this bargaining unit: Superintendent and Central Office Administrators.
- C. Only the term “employee” or “employees” when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined; categories of employees shall apply only to those categories mentioned.

**ARTICLE II - NEGOTIATION PROCEDURES**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, State of New Jersey, in a good-faith effort to reach Agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members of the unit as defined, be reduced to writing, signed by the Board and the Association, be ratified by the Association, and be adopted by the Board.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

**ARTICLE III – GRIEVANCE PROCEDURE**

- A. Definitions
  - 1. Non-Arbitrable Grievances - A “grievance” is an allegation by an employee covered by this Agreement or the Association, that there has been a violation of Board policy. The Board shall be that last step in this procedure on this type of grievance. These non-contract grievances may not be submitted to binding arbitration.

2. Arbitrable Grievances - A grievance is an allegation that there has been a violation of a provision of this Agreement. Such grievances may be submitted through the entire grievance procedure up to and including binding arbitration as the final step in that procedure. Only grievances that deal with violations of the provisions of this Agreement may be submitted to binding arbitration.
3. A “grievant” is an employee who files the grievance or the Association.
4. “Representative” is a person or agent designated to represent either party in this procedure.
5. “Day” means a day when district schools are open for business.
6. “Party in interest” is a person, agent or agency with an interest in the grievance.

B. Procedures

1. Grievances shall be processed promptly and expeditiously.
2. Formal grievances and appeals shall be filed in writing.
3. Communications and decisions concerning formal grievance shall be in writing.
4. A grievant shall be permitted a representative at all levels of the procedure.
5. There may be additional evidence submitted during the grievance process by either party once a grievance has been submitted to the Board.
6. Failure by a grievant to process a grievance within the specified time limits shall render the grievance null and void.
7. Failure by the Board to issue a decision within the special time limits shall render the grievance advanced to the next level.
8. Grievances shall be adjudicated according to the terms of this procedure and the filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operations of any of the activities or functions of the Board, or of the grievant.
9. Forms for grievance processing shall be developed between the parties and shall be mutually agreed upon by the parties and distributed on an as needed basis by either party.
10. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.

11. Notice of hearings shall be given to the grievant at least five (5) days in advance and such hearings shall be held on mutually agreeable premises.

C. Processing

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual consent of the parties. Such mutual consent shall be drafted and signed by the parties in writing.

D. Steps of the Grievance Procedure

1. STEP ONE - A grievance, to be considered under this procedure, must be initiated by the grievant within fifteen (15) work days from the time of its occurrence. Any employee covered by this Agreement who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level.
2. STEP TWO - If, as a result of the above discussion, the matter is not resolved satisfactorily within five (5) work days, the grievant shall set forth his/her grievance in writing to the immediate supervisor. Any grievance not submitted on the form provided will be considered void and not eligible for resubmission, except it may be resubmitted if the original time limit for submission of grievances has not expired and the grievance is resubmitted within the original time limit on the proper form. The appropriate supervisor shall communicate his/her decision to the grievant in writing within ten (10) workdays after receipt of the written grievance.
3. STEP THREE - The grievant, no later than five (5) work days after receipt of the decision in the foregoing step, may appeal the decision to the Superintendent. The appeal to the Superintendent must be made on the form provided, reciting the matter as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as promptly as possible, but within a period not to exceed fifteen (15) workdays. The Superintendent shall communicate his/her decision in writing to the grievant and all related papers and evidence shall be attached.
4. STEP FOUR - If the grievance is not resolved to the grievant's satisfaction, he/she may request, not later than five (5) work days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing to the Superintendent. All related papers and evidence shall be attached. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant within fifteen (15) working days and, render a decision in writing within fifteen (15) days of receipt of the grievance by the Board.

5. STEP FIVE - If a decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Association wishes review by a third party, the grievance may be submitted to binding arbitration as long as the grievance concerns a matter that is an allegation that a provision of the contract has been violated. If arbitration is requested, the Association shall notify the Board within fifteen (15) work days of receipt of the Board's decision in Step Four. The notification to the Board shall be submitted by certified mail to the office of the Superintendent.

E. Non-Arbitrable Grievances

Grievances concerning (a) any matter for which a specified method of review is prescribed either by law or in any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone; (b) a complaint of a non-tenured employee, which arises by reason of his/her not being re-employed; (c) a complaint by any employee occasioned by an appointment to, retention or lack of retention in these positions, in which tenure is either not possible or not required; (d) any matter not part of this Agreement; and (e) any Board policy shall not be deemed to be arbitrable.

F. The following procedures shall be used to secure the services of an arbitrator:

1. Once the Board has received notification within the time limits stated in paragraph "A" above, the parties shall seek to agree upon an arbitrator to serve. If no agreement can be reached within fifteen (15) working days, the Association may invoke the arbitration selection procedures of the Public Employment Relations Commission (PERC). It is the responsibility of the parties to follow those procedures in determining who shall serve as the arbitrator in each instance.
2. The following rules will be binding on any arbitrator and the parties:
  - a. The arbitrator must first rule on the arbitrability of the grievance if so requested by either party.
  - b. The arbitrator shall have no power to add to, subtract from or alter the language of this agreement. He/she will have no power to make an award inconsistent with law and he/she shall have no power to entertain grievances that do not constitute violations of the Agreement. The arbitrator shall rule only on the allegation that a provision of the Agreement has been violated.
  - c. The arbitrator's decision shall be final and binding on all parties on matters regarding violations of the contract.
  - d. The cost of the services of the arbitrator shall be shared equally by the parties in interest.

## ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES

### A. Released Time for Meetings

Whenever it is mutually agreed that any employee participates during working hours in negotiations, grievance proceedings, conference or meetings, that employee shall suffer no loss in pay.

### B. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings with prior approval of the principal. Such approval shall not be unreasonably withheld.

### C. Use of School Equipment

Subject to prior approval of the building principal, the Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof. Such approval shall not be unreasonably withheld.

### D. The Association shall have the right to reasonable and legitimate use of the inter-school mail facilities for Association business as it deems necessary and without approval of building principals or other members of the administration.

### E. Exclusive Rights

The rights and privileges of the Association and its representatives, set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees, and to no other organization seeking to represent employees covered by this Agreement.

### F. No employee shall be prevented from wearing regular membership pins of the Association or its affiliates.

## ARTICLE V - SUPERVISORY EMPLOYEE RIGHTS

### A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the parties hereby agree that every employee in the unit shall have the right to organize, join and support freely the Association for the purpose of engaging in collective negotiations or to refrain from joining or participating in any way. The parties undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey of the Constitution of New Jersey and the United States: that they shall not discriminate against any supervisory employee with respect to hours, wages or any terms or conditions of employment by reason of membership or non-membership in the Association; participation in any activities of the Association or decision to refrain from such activities; collective negotiations with the Board; or institution of or refusal to institute any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

### B. Just Cause Provision

No employee shall be disciplined without just cause.

### C. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter that may adversely affect the status of his/her employment, the employee shall be given 48 hours prior notice (which will be in written form) of the reasons for such meeting or interview and shall have the right to have (a) representative(s) of the Association and/or attorney present to provide advice and representation during such meeting or interview. Any suspension shall be in accordance with provisions of 18A:25-6 and shall be with pay in compliance with 18A-6-8.3 until formal determination by the Board to certify charges.

### D. Criticism of Supervisory Employees

Any criticism of an employee by a supervisor or Board member shall be made in confidence and not in the presence of the employee, parents, students or at a public gathering, unless the employee has requested that the matter be discussed in public.



## ARTICLE VI - EVALUATION

### A. Recommendations for Improvement

The Board and Superintendent subscribe to the principle that an employee has the right to know the judgement of his supervisor respecting the effectiveness of his/her performance and that, further, the employee is entitled to receive such recommendations for improvement that will assist in increasing the effectiveness of his/her performance.

### B. Frequency of Review

Each administrator shall receive no less than one (1) written evaluation per year if tenured, nor less than three (3) written evaluations per year if non-tenured.

### C. Evaluation Procedures

#### 1. Copies of Reports

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him/her. Further, each employee shall receive a copy of each written evaluation.

#### 2. Rights of Employee to Respond

A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee. At such time, the employee is entitled to have his/her response to the evaluation heard and appended to the evaluation report.

#### 3. Notice of Contract Renewal

Each non-tenured employee shall receive written notice, prior to April 30 of each year, if the Superintendent does not intend to recommend a renewal of contract for the ensuing year.

#### 4. Changes

The evaluation instrument and evaluation procedures shall be reviewed with a committee of administrators prior to any changes being made.

## **ARTICLE VII - LEAVES OF ABSENCE**

### **A. Sick Leave**

1. Ten-month employees will be allowed eleven (11) sick leave days per year. Twelve-month employees will be allowed thirteen (13) sick leave days per year. Any unused sick leave from one school year may accrue and be used in another school year.
2. A full-time professional employee who has exhausted all of his/her sick leave days provided for in (1) above may be entitled to additional non-accumulative sick leave days in accordance with 18A and Board policy.

### **B. Personal Business Leave**

1. Personal business leave is defined as the absence of an employee during school hours for urgent or pressing matters that cannot be attended to at another time. These days are not intended for recreational type activities which shall be considered as “vacation days.”
2. Personal Business Leave shall not be used to extend a school holiday without approval of the Superintendent. A request for Personal Business Leave made for a time occurring immediately preceding or following a holiday will, of necessity, therefore, require the reason for said leave be set forth so that discretion may be exercised.
3. Absence of three (3) personal business days per year will be granted an employee without reduction in pay. The number of unused days in any year shall accumulate for the purpose of sick leave from year to year. No more than fifteen (15) sick days may be accumulated in any one year for future availability.

### **C. Death in Family Leave**

1. Death leave shall be defined to mean the leave from a post of duty of an employee due to the death of a member of the immediate family.
2. Immediate family: up to five (5) days leave per occurrence without loss of pay shall be granted when an employee suffers a loss of a member of the immediate family. “Immediate Family” shall include husband, wife, children, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, cohabitant partner, child of cohabitant partner, or any member of the employee’s immediate household.
3. Other close relatives: up to three (3) days leave per occurrence without loss of pay shall be granted when an employee suffers the loss of a sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law.

4. Close friend or a relative who is not a member of the immediate family: up to one (1) day of leave per occurrence without loss of pay shall be granted for an employee to attend the funeral of a close friend or relative who is not a member of the immediate family.
5. Computing days - in computing such days, the following days will not be counted: legal holidays, weekends, or other days when the employee's attendance is not required.
6. Unusual Circumstances - in unusual circumstances, the Superintendent is authorized to determine if a special relationship existed between the deceased and the employee which is not covered by any policy, and to determine if a leave is warranted due to these special circumstances. In such instances, the Superintendent is authorized to take discretionary action.

D. Sickness in the Family Leave

Up to two (2) days leave of absence per year without loss of pay will be allowed when personal presence is needed due to illness of a spouse, parent, grandparent, child, brother, sister, spouse's parents, cohabitant partner, or child of cohabitant partner.

Leaves taken pursuant to Section B and D above shall be in addition to any sick leave to which the employee is entitled.

F. Disability/Maternity Leave

1. An employee who is unable to work due to a disability, including a maternity disability, may request a leave of absence for the period of time related to the disability. The Board shall not arbitrarily or unreasonably deny such requested leave. Unless the employee on leave has sick leave available and is otherwise able to use sick leave, such leave of absence shall be without pay.
2. Any employee who becomes pregnant shall notify the Superintendent of her condition and, if she elects to remain in her position, may be required to submit periodic certification of her continuing fitness to perform her duties.
3. The Board recognizes that pregnancy-related disabilities must be treated like other disabilities. Thus, during the thirty (30) days preceding and the thirty (30) days following childbirth, when the employee is presumed to be disabled, she will be entitled to sick leave benefits.

Should disability occur earlier in the pregnancy or continue for more than one month following birth, the employee may use additional sick leave benefits if she presents a physician's statement attesting to her continued disability.

4. The Board reserves its right to request that an employee applying for leave submit a statement of health from her physician, and further reserves the right to require a maternity disability leave to start sooner than requested should the employee's condition (mental or physical) warrant this action. Any such action shall be subject to the procedure described in F:1 and F:2 of this Article.
5. The Board shall not remove any employee from her duties during pregnancy, except on any one of the following bases:
  - a. Performance: Her performance has substantially declined from the time immediately prior to her pregnancy.
  - b. Physical Incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:
    - (1) The employee fails to produce a certification from her physician that she is medically able to continue working, or
    - (2) The Board's physician and the employee's physician agree that she cannot continue working, or
    - (3) Following any difference of medical opinion between the Board's physician and the employee's physician, the Board may request expert consultation in which case a third impartial physician, agreed upon by the employee and the Board, shall be appointed to examine the employee and render a medical opinion which shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.
  - c. Just Cause: Any other "just cause" as defined in NJSA Title 18A.
6. When the anticipated period of disability occurs early in the school year and therefore could substantially disrupt the continuity of the educational process, it may be in the best interest of both parties for the leave to start at the beginning of the school year. Should both the Board and the employee agree, the employee may use up to two (2) months of accumulated sick leave, despite the requirement that to receive disability payments an employee must work until one (1) month before childbirth.
7. In the case of pregnancy, the commencement date of the requested maternity disability leave may be any time prior to birth.

8. The Board recognizes that pregnancy does not necessarily disable an employee. Thus, no employee will be required to take unpaid leaves of absences for pregnancy. As described in Article F:2, the Board may at its discretion require periodic physician certification of the employee's continued fitness to perform her duties.
9. As the Board permits employees to work until they are disabled by pregnancy, should an employee choose to take an unpaid leave prior to any actual disability, this employee will not be able to receive sick leave payments when disability does occur.
10. Except as otherwise provided in this Article, no tenured or non-tenured employee on maternity disability leave shall be barred from returning to work after the birth of her child by any prescribed waiting period between the birth of her child and the date of return to work; however, each such employee shall be required to file, at least two weeks prior to the date of her return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician stating that she is physically capable of resuming her full duties, provided that if the Board's physician is not in Agreement, that conflict of medical opinion shall be resolved in the same manner as set forth in F:5-b(3) of this Article.

G. Child Care and Adoption Leaves of Absence

1. The Board shall grant childcare or adoption leaves of absence without pay to employees under the following terms and conditions:
2. Any tenured or non-tenured employee may request an unpaid leave of absence to care for a newly born or adopted child.
3. Employees seeking an unpaid leave of absence for child care or adoption shall, when possible, make written application to the Superintendent not less than ninety (90) days prior to the requested commencement date of the leave. This ninety (90) day notification period may be reduced by Agreement between the employee and the Superintendent.
4. Any tenured or non-tenured employee may return to work within the school year in which the leave begins, provided he or she shall have specified the month when he or she desires to return. Any change of the date of return within the same school year shall only be allowed at the discretion of the Board provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. Such change may be granted by the Board for reasons associated with the pregnancy, birth, adoption or for other proper causes provided that such change will not substantially interfere with administration of the school. Any tenured employee granted a leave of absence with a return date during the same school year, who wishes to extend said leave

beyond the school year in which it commences, shall be permitted to do so if he/she makes application at least three (3) weeks prior to the commencement date of his/her leave of absence and subject to the provisions of G:3 of this Article.

5. An employee under tenure shall be granted a child care or adoption leave without pay or benefits for not more than three (3) years from September of the school year in which he/she requests the leave. When the leave is granted, he or she will return as a tenured employee.
6. The Board shall not be required to extend the leave on non-tenured employees beyond the school year for which they were hired. Non-tenured employees wishing to return for the following school year shall be considered by the Board for reemployment for the following year.
7. Any tenured employee may return to work in a school year subsequent to the school year in which his/her leave begins, provided he/she shall have requested to do so in his/her application for a leave of absence. Any such employee shall be permitted to return to work at the beginning of any of the two (2) school years following the school year in which his/her leave commences, provided such employee has given the Board written notice of his/her intention to do so not less than six (6) months prior to the beginning of the school year in which he/she wishes to return.
8. Any employee granted a leave of absence under this Article shall be eligible for an increment in the following year (or in the year in which he/she actually returns from such leave) provided he/she has worked at least one-half of the contractual work year.
9. No employee on child care or adoption leave shall, on the basis of said leave, be denied the opportunity to substitute in the Lawrence Township School District in the area of his/her competence.
10. Return to Service - An employee returning to service after a child care or adoption leave shall be considered for the same position that was held at the time the leave began, if vacant, or if not, to a substantially equivalent position.

#### H. Military Leave

Military leave without pay shall be granted to an employee drafted into or recalled to military service, or volunteering in a period of national emergency. An employee on military leave of absence shall be entitled upon return to work to such tenure, pension, and other unemployment benefits as were provided by applicable statutes. This entitlement shall not extend to anyone who voluntarily extends his/her service beyond the initial time required by the U.S. military.

## I. Family Leave

A leave of absence without pay up to one (1) year may be granted an employee for the purpose of caring for a member of the employee's immediate family, which is defined as father, mother, brother, sister, husband, wife, cohabitant partner, children, father-in-law, mother-in-law, grandmother, or grandfather. The terms and conditions upon which such leave is granted shall be established in each case by recommendation of the Superintendent and approval by the Board. Employees on such leave are entitled to full benefits for up to twelve (12) weeks, in conformity with the New Jersey Family Leave Act.

Upon return to work from any approved extended leave of absence the employee shall be assigned to the same position assignment formerly held or another similar position within the system at the discretion of the Superintendent.

The Board may grant such additional leaves of absence without pay as it may deem necessary and appropriate.

A registered letter, mailed returned receipt requested, will be sent to the employee by the Superintendent thirty (30) days prior to the termination of leave and the employee involved will be required to notify the Superintendent by registered mail no later than three (3) days after receipt of the letter of the employee's intent to resume his/her employment.

## **ARTICLE VIII - SABBATICAL LEAVE of ABSENCE**

Sabbatical leave may be granted by the Board of Education, upon recommendation of the Superintendent, for the following reasons.

- a. Formal graduate study or approved professional improvement;
- b. Independent research undertaken in consultation with the Superintendent;
- c. Writing a doctoral dissertation; and
- d. Schedule of travel planned in consultation with the Superintendent.

Application for sabbatical leave may be submitted to the Superintendent at any time. Applications must be in writing and must be planned in consultation with the Superintendent. Sabbatical plans may be changed after Board approval of the leave only with approval of the Superintendent. Denial of an application for sabbatical leave is neither grievable nor arbitrable under the grievance procedure of this contract.

Ordinarily, sabbatical leave will be reserved for tenured administrators unless the Superintendent determines otherwise.

An employee on sabbatical leave will receive one-half the salary and all insurance benefits the employee would have received if on duty during the leave period. During the

sabbatical leave the staff member will retain all rights as if in full-time employment including tenure, pension, and eligibility for salary increment.

Before beginning the sabbatical leave, the person granted the leave shall enter into contract to return to active service in the Lawrence Township Public Schools for a period of at least two (2) years after the expiration of such leave. A staff member who does not fulfill this agreement shall repay to the Lawrence Township Board of Education a sum bearing the same ratio to amount of salary received while on leave of absence that the unfulfilled portion of the two (2) subsequent years' service bears to the full two (2) years; provided, however, that the staff member shall be released from such payment if his/her failure to serve the two (2) years as stipulated is due to his/her illness, disability, or death, or if he/she is discharged from his/her position by the Board of Education.

Outside activities in which staff members engage for pay during the regular school year may be continued during a sabbatical leave of absence but must not be expanded in anyway during the leave without the approval of the Superintendent.

#### **ARTICLE IX – VACATION**

- A. Twelve-month employees will receive twenty-two (22) vacation days per year.
- B. Annual vacations for twelve-month employees may be taken during the school year with approval of the Superintendent.
- C. Up to forty-four (44) vacation days may be cumulative and upon retirement, a twelve-month employee will be compensated for these cumulative days at his/her current per diem rate of pay.
- D. An employee who dies before the contract period is completed shall have payment for cumulative vacation days paid to his/her estate.
- E. Cumulative vacation days beyond forty-four (44) days shall be converted to sick leave.
- F. An exception to the forty-four (44) day rule shall be those unusual occasions when a twelve-month employee is precluded from utilizing his/her vacation days if professional obligations are to be reasonably satisfied.

Examples of such circumstances are the opening of a new school or the employment of an unusually large number of teachers. On such occasions, the employee may apply for the opportunity to accumulate ten (10) additional vacation days. Should the Superintendent recommend, and the Board approve, these days will remain as a permanent addition until such time as all vacation days are used or upon retirement.

- G. A twelve-month employee who is employed during the fiscal year shall receive prorated vacation time at the rate of 1.83 days per month of employment prior to July 1 of the next school year.



- H. In addition to twenty-two (22) vacation days, an annual calendar granting a minimum of fourteen (14) holidays per year will be established by the Superintendent and Board.

Examples:

- Independence Day
- Labor Day
- Jewish holidays (when school is closed)
- Thanksgiving Day
- Day after Thanksgiving
- Last working day before Christmas
- Christmas
- First working day after Christmas
- Last working day before New Years
- New Years Day
- Lincoln and Washington Birthdays (when school is closed)
- Good Friday
- Easter Monday (when school is closed)
- Memorial Day

If school is in session these days, or if the employee works on a holiday, the employee may substitute other days with the approval of the Superintendent.

Martin Luther King's Birthday is an Administrative Professional Development Day for all LTPSA members.

## **ARTICLE X - PROFESSIONAL DEVELOPMENT**

- A. Professional Dues

The Board shall pay professional dues for each employee according to the following table:

2005 – 2008

Supervisors	\$600
Administrators	\$825

- Dues for LTPSA will be excluded.

B. Professional Development Allowance

A Professional Development Allowance based on a yearly distribution of \$10,000 divided equally among the total number of district supervisors, directors, assistant principals and principals will be made available to each employee for each of the three years of this contract. This allowance may be used for any professional development pursuit deemed appropriate by the individual employee which may include but not be limited to: professional development workshops, conferences and college courses; professional memberships (above and beyond the existing professional dues reimbursement allotment); purchase of instructional videos, computer software and reference materials, etc. Items purchased with contract professional development funds are assigned for use of the Administrator, but remain the property of the district.

This allowance may also be used to offset additional expenses (transportation, lodging and/or conference fees) directly related to attending district approved conferences and workshops.

The designated yearly amount does not accumulate from year to year, nor is it transferable. The allowance may be increased or decreased based on the total number of employees equally sharing the yearly \$10,000 amount.

C. **TUITION REIMBURSEMENT**

The Board shall provide \$10,000.00 for a yearly pool for this unit during the 2005-2006 school year, 2006-2007 school year and 2007-2008 school year for tuition reimbursement for all LTPSA members. Application for reimbursement for coursework must be made (subject to prior approval of the Superintendent of Schools) prior to August 1<sup>st</sup> of any given year. To be eligible for reimbursement, a course must relate to the employee's current assignment and must provide benefit to the school district. In the case of more than one member applying for reimbursement, the amount shall be divided equally among the applicants, but reimbursement cannot exceed the cost of tuition for the classes taken. Payment shall be made once a year, prior to September 1. Upon exhaustion of the said amount of \$10,000.00, the benefit for that year ends. Applicants may only apply on a year by year basis and applications must be made in the year the course is taken and reimbursements may not be carried over from year to year.

Any employee who voluntarily leaves the school district within two calendar years of completion of a course for which he/she is reimbursed shall at the time of separation reimburse the Board of Education for the full amount of the original payment.

**ARTICLE XI - INSURANCE PROTECTION**

A. Medical Insurance

1. LTPSA members appointed prior to July 1, 1999:

- a. Employees may participate in the Hospital Service Plan of New Jersey (Blue Cross, Blue Shield, Rider J) and in the Blue Cross/Blue Shield Major Medical Plan. However, a minimum of eight (8) existing members of the LTPSA must volunteer by July 1, 1999 to enroll in the Board fully paid PPO.
- b. Deductions from the salary payments of participating members of the Plan for the premiums shall be made by the Secretary of the Board, and the premiums paid by him/her to the appropriate agency.
- c. The Secretary shall keep on file the signed section of the application form which authorized the deduction.
- d. For employees enrolled in the various available insurance plans, the Board will pay the following amount:

- (1). Blue Cross/Blue Shield (UCR) Series/Rider J 100% (Drug Prescription Plan) (Major Medical Plan) Single Plan.
- (2). Blue Cross/Blue Shield (UCR Series)/Rider J 95% (Drug Prescription Plan) (Major Medical Plan) Family Plan.
- (3). Blue Cross/Blue Shield (UCR Series)/Rider J 95% (Drug Prescription Plan) (Major Medical Plan) Husband and Wife Plan.
- (4). Blue Cross/Blue Shield (UCR Series)/Rider J 95% (Drug Prescription Plan) (Major Medical Plan) Parent and Child Plan.
- (5). Blue Cross/Blue Shield (UCR Series)/Rider J (Drug Prescription Plan) (Major Medical Plan) Medicare Plan:

Single Plan		100%
Family Plan	(1 over 65)	95%
Family Plan	(2 over 65)	95%
Husband-Wife	(1 over 65)	95%
Husband-Wife	(2 over 65)	95%

- e. Effective July 1, 1993, the annual deductible under the medical/surgical plan shall be \$200.00 per individual and \$400.00 per family.

2. LTPSA members newly appointed as of July 1, 1999 or later.
  - a. These employees must participate in the PPO/HMO.
  - b. If they prefer to enroll in the traditional indemnity plan, they must pay the difference between that plan's premium and the premium for the PPO.
  - c. The Board of Education shall pay 95% for Family Plan/Parent-Child/Husband-Wife, 100% for Single.
3. Any employee who elects not to participate in the Board's medical insurance program will receive the dollar value of 25% of the cost of the individual's medical insurance premium upon submitting proof of other medical insurance coverage. The payment will be made in two equal parts, one paid mid-year, and one paid at the end of the year.

B. Prescription Plan:

- |    |                  |      |
|----|------------------|------|
| 1. | Single           | 100% |
|    | Family           | 95%  |
|    | Husband and Wife | 95%  |
2. The co-pay under the prescription plan shall be \$10.00 for generic drugs and \$15.00 for name-brand drugs effective July 1, 2005. The co-pay for mail order drugs will be \$20/\$30 for a 90-day supply. Prescriptions shall not be reimbursable through the major medical plan unless they are specifically excluded under the prescription plan. Co-payment under the prescription plan is reimbursable under the major medical plan.

C. Dental Plan:

The dental program shall be consistent with the plan described in the LTEA contract. The Board will pay for 100% of the premium for single employee coverage and 95% of the premium for all other employees.

Effective July 1, 2005, the plan will have an annual deductible of \$50 per person, to a maximum of \$100 per family.

D. Vision Plan:

The Board shall maintain a vision care program for the employee only. The plan, from V.S.P., shall have a \$20.00 deductible, and Plan B shall be effective July 1, 1993.

- E. The Board retains the right to change insurance carriers provided that the benefits remain unchanged. No change in carrier will be made without prior consultation and input from the Association.

**F. Life Insurance:**

The Board shall maintain a portable life insurance program for the employee only. The plan shall provide a benefit of two (2) times the employee’s annual salary, but such benefit shall not exceed \$250,000. The employee shall contribute 5% toward the premium for this coverage.

**G. Accidental Death & Dismemberment:**

The Board shall maintain a portable accidental death & dismemberment program for the employee only. The plan shall provide a benefit of two (2) times the employee’s annual salary, but such benefit shall not exceed \$250,000. The employee shall contribute 5% toward the premium for this coverage.

**H. Disability Insurance:**

The Board shall maintain a portable disability insurance program for employee only. The plan shall provide a benefit of two (2) times the employee’s annual salary, but such benefit shall not exceed \$250,000. The employee shall contribute 5% toward the premium for this coverage.

**I. Long Term Care:**

The Board shall maintain a portable long term care insurance program for the employee only. Benefits under the plan shall be paid for a term not to exceed six (6) years from the date benefit payments commence. The maximum benefit shall be \$4,000 per month for calendar year 2006, which shall increase by 5% each calendar year thereafter. The employee shall contribute 5% toward the premium for this coverage.

**J. Domestic Partner Coverage**

Same sex domestic partners will be entitled to the same medical, prescription and dental coverage as provided to spouses of employees, and on the same terms as specified in this agreement for spouses. It is understood, however, that the tax treatment of domestic partner benefits is beyond the control of the parties and may be different from the tax treatment of spousal benefits. The Board may require a copy of a valid Certificate of Domestic Partnership as proof of entitlement to domestic partner benefits.

**ARTICLE XII – RETIREMENT BENEFITS**

**A. Unused Sick Leave**

**1. LTPSA members appointed prior to July 1, 1999:**

A tenured employee, upon retirement from the district (withdrawal from TPAF) after fifteen (15) years of service in the Lawrence Township Public Schools, shall be compensated at a rate of one (1) day for every two (2) days for his/her accumulated sick leave, up to \$19,568 for twelve-month employees and \$11,841 for ten-month employees.

2. LTPSA members newly appointed as of July 1, 1999 or later:

A tenured employee, upon retirement from the district (withdrawal from TPAF) after fifteen (15) years of service in the Lawrence Township Public Schools, shall be compensated at a rate of one (1) day for every two (2) days for his/her accumulated sick leave, up to \$17,068 for twelve-month employees and \$9,341 for ten-month employees.

3. Compensation for unused sick days on the same basis will become payable to the estate of the employee if he/she dies while in active service.

B. Medical Coverage

1. LTPSA members appointed prior to July 1, 1999:
2. There will be no request for the Board to pay for duplicate State or Federal coverage.

**ARTICLE XIII - TRANSFERS, REASSIGNMENTS, AND PROMOTIONS**

- A. The parties recognize that the assignment, transfer and promotion of personnel is a management function vested by law exclusively in the Board, and that nothing in this Agreement should be construed to derogate from the power and responsibility of the Board in regard to such matters. In order to assist the Board in performing this function, as well as to make available as many opportunities as possible for voluntary transfers and promotions within the school system, the parties agree to the procedural provisions hereinafter set forth.

B. Vacancies

1. No later than three (3) weeks before the final date when applications must be submitted, the Superintendent shall deliver to the Association a list of the known vacancies.
2. Professional employees who desire a change in assignment may file a written statement of such desire with the Superintendent not later than April 15. Such statement shall include an accurate description of the position(s) to which the professional employee desires to be transferred, in order of preference.

C. Involuntary Transfers

1. Notice of an involuntary transfer or reassignment shall be given to professional employees as soon as practicable, and, except in cases of emergency, not later than June 1.
2. An involuntary transfer or reassignment shall be made only after a meeting between the professional employee and the Superintendent, at which time the professional employee shall be notified of the reason thereof.

## ARTICLE XIV - MISCELLANEOUS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Whenever any legal 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 by telegram or certified mail at the following addresses:
  - 1. If by Association, to Board at 2565 Princeton Pike, Lawrenceville, New Jersey 08648.
  - 2. If by Board, to Association President at home address.
- C. Copies of this Agreement shall be printed and issued at the expense of the Board within thirty (30) days after the Agreement is signed, and presented to all employees now employed, and hereafter employed, by the Board.
- D. Any contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- E. The Board shall have the right to terminate the employment of any employee not under tenure upon written notice of not less than sixty (60) days, except that such notice shall not be required where such termination is made by the Board on grounds permitted by appropriate statutes. An employee may voluntarily cease his/her employment with the Board providing he/she has first given the Board at least sixty (60) days written notice of his/her intention.
- F. Whenever the Superintendent recommends not to renew the contract of an individual employee not under tenure, the Superintendent shall give written notice of such intention to the employee as early as possible but in no event later than April 30 of the year in which the contract expires. An employee receiving such notice shall be afforded an opportunity promptly, upon request, to discuss the matter with the Superintendent or his/her designee. Any employee who intends not to renew his/her employment contract with the Board shall give written notice of such intention to the Board as early as possible but in not fewer than sixty (60) days.
- G. Whenever any employee is required to appear before the Board, or any committee thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position of employment or the salary or any increments pertaining thereto then he/she shall be given prior written notice of the reasons for such

meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

- H. Any newly hired employee who works less than fifty (50%) percent of the work year in a specific administrative or supervisory position shall not be entitled to a salary increment in the subsequent year. Any employee who works more than fifty (50%) percent of the work year in any school year shall be entitled to a salary increment for the subsequent year, absent Board action withholding same.
- I. The parties agree that for the life of this Agreement, there will be no strikes, slow downs, job actions or work stoppages.

### **ARTICLE XV - MANAGEMENT RIGHTS**

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of State law, retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:
  - 1. to hire, promote, transfer, assign and retain employees in positions within the school district and for just cause to suspend, demote, discharge or take other disciplinary action against employees;
  - 2. to abolish any such position for reasons of economy or because of reduction in the number of pupils or of change in the reorganization of the district or for other good cause;
  - 3. to maintain the efficiency of the school district operations entrusted them;
  - 4. to determine the means by which such operations are to be conducted; and
  - 5. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. The rights of the Board shall include, but not be limited to, the provisions set forth in this paragraph.
  - 6. To establish and administer (not related to terms and conditions of employment) Board activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Board;
  - 7. to determine areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Board.
- B. It is understood by all parties that under the ruling of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.



**ARTICLE XVI - DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2005, and shall continue in full force and effect until June 30, 2008. This Agreement shall not be extended orally and may not be modified in whole or in part except by an instrument in writing, duly executed by both parties.
  
- B. IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by the President, attested to by its Secretary and its corporate seal to be placed hereon.

LAWRENCE TOWNSHIP  
BOARD OF EDUCATION

LAWRENCE TOWNSHIP  
PRINCIPALS' AND SUPERVISORS'  
ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

Attest:

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

## **ARTICLE XVII - SALARY AND FACTORS**

- A. In addition to annual salary all members will receive a board contribution of \$80.00/month for 12 months/year towards a tax sheltered annuity.
- B. Salary Guide – See Addendum

### **MISCELLANEOUS PROVISIONS**

- A. Salary Payment Schedule
  - 1. Employees on a twelve-month basis shall be paid in twenty-six (26) bi-weekly installments. Beginning July 1, 2006, employee salaries will be paid semi-monthly.
  - 2. Employees on a ten-month basis shall be paid in twenty-two (22) bi-weekly installments. Beginning July 1, 2006, employee salaries will be paid semi-monthly.
  - 3. When a payday falls on or during a school holiday, ten-month employees shall receive their paychecks on the last previous working day. Ten-month employees shall receive their final checks for the school year and a list of pay dates for the following year on their last working day in June.
  - 4. When requested by ten-month supervisors, the Board shall deduct 10% of their salary from each of their paychecks. These funds shall be paid to the employees on July 15 of the next fiscal year. All funds so deducted shall be deposited by the business office in an interest bearing account. Whenever interest earnings accrue, they shall be deposited in an account designated the LTPSA Scholarship Fund.
- B. In accordance with state statutes, the Board may withhold any increment provided by the Salary Guide and the employee, denied an Increment to which he/she is otherwise entitled, shall have recourse only to the appeals procedures prescribed by such statutes.
- C. The Board shall deduct from employees' salaries money for any or all of the following as requested by such employees:
  - 1. Disability and accident insurance.
  - 2. Annuities.
  - 3. Professional Dues.
  - 4. Public Employee Charitable Campaign.
  - 5. United States Savings Bonds.
- D. An employee will not be assigned involuntarily to supervise an extra duty pay position listed in the LTEA negotiated agreement.

Addendum:  
SALARY GUIDE

LTPSA Salary Guide  
2005-2008

	A	B	C	D	E	F	G	H	I	J	K	L	M
1						'05-'06 salary schedule							
2													
4	Group A	106702	109438	112244	115122	118074	121102	124207	127392	130658	133924	137273	140704
5													
6	Group B	104568	107249	109999	112820	115713	118680	121723	124844	128045	131246	134527	137890
7													
8	Group C	92991	95376	97821	100329	102902	105541	108247	111022	113869	116716	119634	122624
9													
10													
11						'06-'07 salary schedule							
12													
13	Group A	110970	113816	116734	119727	122797	125946	129175	132488	135884	139281	142763	146333
14													
15	Group B	108751	111539	114399	117333	120341	123427	126592	129838	133167	136496	139908	143406
16													
17	Group C	96711	99191	101734	104343	107018	109762	112577	115463	118424	121384	124419	127529
18													
19													
20						'07-'08 salary schedule							
21													
22	Group A	115409	118368	121403	124516	127709	130984	134342	137787	141320	144853	148474	152186
23													
24	Group B	113101	116001	118975	122026	125155	128364	131655	135031	138493	141956	145505	149142
25													
26	Group C	100579	103158	105803	108516	111299	114153	117080	120082	123161	126240	129396	132631
27													
28													
29					A= HS Principal								
30					B=K-8 Principals								
31					C=Assistant Principals, Directors, 12 Month Supervisors								
32					*10 Month Supervisors are on the "C" schedule accordingly and then take 83% of the salary								