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A G R E E M E N T

BETWEEN THE

LUMBERTON TOWNSHIP BOARD OF EDUCATION

AND

LUMBERTON TOWNSHIP EDUCATION ASSOCIATION

1989-1991

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ARTICLE I.

RECOGNITION

- A. The Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified personnel whether under contract, or on leave, employed by the Board, excluding:
- Superintendent
 - Administrative Principal
 - Child Study Team Coordinator
- B. Unless otherwise indicated, the term "Teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II.

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Law 1974 in a good-faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than November 15 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B. During negotiations, the Board and the Association shall present relevant data, exchanging points in view and make proposals and counterproposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations as is allowed under Title 18 of the Statutes of New Jersey.
- D. 1. Representatives of the Board and the Association's negotiating committee shall meet at least twice a year for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. Each party shall submit to the other, at least (3) days prior to the meeting, an agenda covering matters they wish to discuss. These meetings are not intended to by-pass the grievance procedure.
2. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
4. Copies of the adopted Agreement shall be distributed after ratification to each member of the Association within 90 days.
- E. The Board agrees not to negotiate concerning said employees in the negotiation unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- F. During the terms of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either of the parties at the time they negotiated or executed this Agreement.
- G. 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.

ARTICLE III.

GRIEVANCE PROCEDURE

A. DEFINITIONS/CONDITIONS

1. A "Grievance" shall mean a complaint of an employee(1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the Agreement. (Articles under Section 1 will be binding on both parties by the arbitrator's decision.) or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or administrative practice governing or affecting employees. (Articles under Section 2 will be non-binding on both parties by the arbitrator's decision.) However, the term "Grievance" shall not apply to any matter which (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (b) the Board of Education is without authority to act or (c) a complaint of a non-tenure teacher which arises by reason of his not being re-employed. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Person or persons making such claim must do so within ten school days of the alleged incident.
5. The parties agree that the attached form shall be utilized in the filing of any complaint by a unit member.

B. PROCEDURE

1. Level One
 - (a) A teacher with a grievance shall first discuss it with his principal, with the objective of resolving the matter informally.
 - (b) If the aggrieved person is not satisfied with the result of discussion of his case at 1 (a), he may file a grievance in writing to the principal within ten (10) school days. The principal must render a written decision within five (5) school days from receipt of the written grievance.
2. Level Two

If the aggrieved person is not satisfied with the principal's decision at level one (b), he may appeal in writing to the superintendent within (5) school days from receipt of the principal's decision. The superintendent must render a written decision within (5) school days. Also, the superintendent shall make himself available for discussion within these same (5) school days with the grievant.

3. Level Three

If the aggrieved person is not satisfied with the superintendent's decision at level two, he may file a written appeal to the Board within fifteen (15) school days from receipt of the superintendent's decision. The Board shall meet with the aggrieved and his Association Representatives at the first regularly scheduled board meeting after notification (or by mutual agreement at the following regularly scheduled board meeting). Notification to the Board shall be addressed to the Board Secretary. The Board shall render a written decision within (10) school days of the meeting.*

4. Level Four

If the aggrieved is not satisfied with the decision at level three, within fifteen (15) school days from receipt of the Board's written decision, he may request arbitration of the dispute, utilizing the American Arbitration Association.*

The cost of arbitration will be born equally by both parties.

The Arbitrator shall not have the power to add to, or subtract from, or by any other means change the terms and conditions of this contract.

Copies of all written correspondence from either party shall be promptly forwarded to the Board Secretary.

If each party does not meet the contractual obligations of the time constraints, the grievance shall be considered null and void if the Association does not meet the requirements, or the grievance shall be granted to the aggrieved party if the requirements are not met by the Board.

There is an understanding that the administration's vacation and absenteeism will be considered under the time constraints.

*Exceptions to time frames at level three and four must be mutually agreed to by both parties.

ARTICLE IV.

TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- B. 1. Upon twenty-four (24) hours written request to the principal and/or superintendent, a teacher shall have the right to review the contents of his/her files. The teacher shall be entitled to be accompanied by an Association Representative during such review.
2. No material shall be placed in his files unless the teacher has had the opportunity to review same. The teacher shall have the opportunity to submit a written answer to such material and his answer shall be reviewed by the superintendent and attached to the file copy, where such material is not removed from the teacher's files.
- Beginning with the 1986-1987 school year, teachers shall initial all documents to be placed in their files. The teacher's initials shall not mean that he agrees with the contents of the document, but that the contents of the document have been made known to him.
- The teacher has the right to submit a rebuttal attachment to such memorandum.
3. If upon examining his files the teacher has reason to believe that there are inaccuracies in documents contained therein, he may submit a written memorandum to the superintendent explaining the alleged inaccuracy. If the superintendent concurs with the teacher's contentions, he shall either remove the faulty document or attach the teacher's memorandum to the document in the file and note thereon his concurrence with the memorandum's contents.
- C. Teachers who are assigned to more than one (1) school per day and use their own vehicle, shall be reimbursed for all such travel at the rate of twenty cents (20¢) per mile for all authorized driving done after arrival at the first location and the beginning of their work day.

ARTICLE IV-A.

REDUCTION IN FORCE

Reduction in force of tenured teachers shall be in accordance with Title 18A, New Jersey Statutes annotated.

The Board and Association shall jointly and cooperatively prepare a seniority list of unit members not later than March 15 of the school year.

ARTICLE V.

SCHOOL YEAR/WORK DAY

- A.
1. The in school work year for teachers employed on a ten month basis shall not exceed one hundred and eighty-three (183) days.
 2. The school workday for teachers shall begin at 8:20 AM and end at 3:30 PM, except for half days which are part of the school calendar.
 3. Under the current nine (9) period junior high school (6,7,8 grades) schedule, teachers will be required to carry up to a maximum of thirty(30) teaching periods a week.
 4. The school day shall consist of half ($\frac{1}{2}$) days the last two (2) student days of the school year.

ARTICLE VI.

PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

- A. When recommended by the Superintendent of Schools and approved by the Board, payment will be provided by the Board for the full cost of tuition and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested to take by the administration.
- B. The Board shall provide a tuition reimbursement program for teachers who attend an approved college or university subject to the following conditions:
- a. Courses must be approved by the Board. The teacher shall be given the opportunity to appear before the Board or submit a written request to the Board for such approval prior to taking the course. Teachers should provide a basis to justify how this will improve him/her as a teacher. This request will include name of college or university, course#, title and description.
 - b. Proof of successful completion of graduate courses shall be provided, no later than September 1st and January 31st, following completion of course/s:
 - (1) By transcript
 - (2) By affidavit where time does not permit
 - c. When approved, the Board shall pay three-quarters (3/4) of the cost of the approved educational credits taken, with a maximum payment of \$500 per employee per fiscal school year. Total tuition reimbursements for the fiscal year (July 1 - June 30) shall not exceed \$4,000 and reimbursement approvals will be made on a first come-first serve basis.
- C. Upon completion of any graduate course, in the field of education, and verified by transcript or affidavit, the employee will be placed on the proper step of the salary guide. (A survey of all personnel that have graduate courses not currently being compensated for will be completed by June 15 of this school year (1988-1989) for proper placement on the (1989-1990) salary guide.)

ARTICLE VII.

DUTY-FREE LUNCH PERIODS AND PREPARATION

- A. Teachers shall have a daily duty-free lunch period of forty (40) minutes, these minutes to be consecutive.
- B. Each elementary and junior high teacher shall have in addition to their lunch period, seven (7) duty-free preparation periods per week of at least forty-two (42) minutes in length for each preparation period.

A minimum of one (1) preparation period per day will be scheduled.

If any preparation period, other than the one preparation period daily mandated by this contract is assigned to the teacher by the administration due to any emergency, or any other reason, the involved teacher shall be compensated \$25 for this assignment.

- C. In order to insure daily preparation time, in compliance with Section B, the Board shall provide a paid substitute to supervise in the absence of special teachers. Special teachers shall include: Art teachers, Music teachers, Physical Education teachers, Reading teachers and Spanish teachers.
- D. In order to comply with Section C, the Lumberton Township Education Association shall aid in the recruiting of certified substitutes who are trained and capable of conducting classes in the disciplines of Art, Music, Physical Education, Corrective Reading and Spanish.
- E. Exceptions to the provisions of Section A and C may be made in cases of emergency.
- F. Teachers shall be provided compensatory time off on the day annual conferences are held.

EXCEPTION TO ARTICLE VII.

Section B. for School Year 1989-90

PREPARATION SCHEDULES FOR KINDERGARTEN TEACHERS 1989-90

Physical education, art, and music will be scheduled in alternating weeks as schedules reflect below:

WEEKS 1&2 - Teacher I

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK 1	Phys. Ed. 8:55-9:25	Guidance 8:50-9:20	Art 9:36-10:06	Speech 8:50-9:20	
	Speech 2:30-3:00	Guidance 2:30-3:00			Music 2:15-2:55

WEEK 2		Guidance 8:50-9:20		Speech 8:50-9:20	Music 9:00-9:40
	Speech 2:30-3:00	Guidance 2:30-3:00	Art 2:30-3:00		Phys. Ed. 2:00-3:00

WEEKS 1&2 - Teacher II

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK 1		Guidance 9:35-10:05		Speech 10:50-11:20	Music 8:50-9:20
	Speech 1:00-1:30	Guidance 1:45-2:15	Art 2:40-3:05		Phys. Ed. 2:00-2:30

WEEK 2	Phys. Ed. 8:55-9:25	Guidance 9:35-10:05	Art 9:36-10:06	Speech 10:50-11:20	
	Speech 1:00-1:30	Guidance 1:45-2:15			Music 2:20-3:00

The above schedules of preparation will be discussed during the month of May, 1990 and an agreement reached by June 1, 1990 that is satisfactory to the Association and the kindergarten teachers for the school year 1990-91. If no satisfactory agreement is reached by June 1, Section B of ARTICLE VII will be instituted in full for the kindergarten teachers. In the event a preparation period is deleted from this schedule, for whatever reason, they will be reimbursed \$25.00 for each missed period.

STEP	NON-DEG	BR/BS	BR/BS+10	BR/BS+20	BR/BS+30	MR/MS	MR/MS+10	MR/MS+20	MR/MS+30
0-1	\$20,087	\$21,000	\$21,500	\$22,000	\$22,500	\$23,000	\$23,500	\$24,000	\$24,500
1-2	\$20,632	\$21,255	\$21,755	\$22,255	\$22,755	\$23,255	\$23,755	\$24,255	\$24,755
2-3	\$21,177	\$22,470	\$22,970	\$23,470	\$23,970	\$24,470	\$24,970	\$25,470	\$25,970
3-4	\$21,722	\$22,970	\$23,470	\$23,970	\$24,470	\$24,970	\$25,470	\$25,970	\$26,470
4-5	\$22,267	\$25,756	\$26,256	\$26,756	\$27,256	\$27,756	\$28,256	\$28,756	\$29,256
5-6	\$22,812	\$26,262	\$26,762	\$27,262	\$27,762	\$28,262	\$28,762	\$29,262	\$29,762
6-7	\$23,357	\$26,858	\$27,358	\$27,858	\$28,358	\$28,858	\$29,358	\$29,858	\$30,358
7-8	\$24,262	\$27,513	\$28,013	\$28,513	\$29,013	\$29,513	\$30,013	\$30,513	\$31,013
8-9	\$24,994	\$28,307	\$28,807	\$29,307	\$29,807	\$30,307	\$30,807	\$31,307	\$31,807
9-10	\$25,726	\$29,100	\$29,600	\$30,100	\$30,600	\$31,100	\$31,600	\$32,100	\$32,600
10-11	\$26,273	\$29,696	\$30,196	\$30,696	\$31,196	\$31,696	\$32,196	\$32,696	\$33,196
11-12	\$26,823	\$30,291	\$30,791	\$31,291	\$31,791	\$32,291	\$32,791	\$33,291	\$33,791
12-13	\$27,370	\$30,884	\$31,384	\$31,884	\$32,384	\$32,884	\$33,384	\$33,884	\$34,384
13-14	\$27,919	\$31,480	\$31,980	\$32,480	\$32,980	\$33,480	\$33,980	\$34,480	\$34,980
14-15	\$28,468	\$32,075	\$32,575	\$33,075	\$33,575	\$34,075	\$34,575	\$35,075	\$35,575
15-16	\$29,015	\$32,669	\$33,169	\$33,669	\$34,169	\$34,669	\$35,169	\$35,669	\$36,169
16-17	\$29,656	\$33,362	\$33,862	\$34,362	\$34,862	\$35,362	\$35,862	\$36,362	\$36,862
17-18	\$30,295	\$34,057	\$34,557	\$35,057	\$35,557	\$36,057	\$36,557	\$37,057	\$37,557
18-19	\$31,026	\$34,851	\$35,351	\$35,851	\$36,351	\$36,851	\$37,351	\$37,851	\$38,351
19-20	\$31,757	\$35,645	\$36,145	\$36,645	\$37,145	\$37,645	\$38,145	\$38,645	\$39,145
20-21	\$32,487	\$36,437	\$36,937	\$37,437	\$37,937	\$38,437	\$38,937	\$39,437	\$39,937
21-22	\$33,250	\$37,231	\$37,731	\$38,231	\$38,731	\$39,231	\$39,731	\$40,231	\$40,731
22-23	\$34,013	\$38,022	\$38,522	\$39,022	\$39,522	\$40,022	\$40,522	\$41,022	\$41,522
23-24	\$34,776	\$38,817	\$39,317	\$39,817	\$40,317	\$40,817	\$41,317	\$41,817	\$42,317
24-25	\$35,539	\$39,580	\$40,080	\$40,580	\$41,080	\$41,580	\$42,080	\$42,580	\$43,080
25-26	\$36,302	\$40,343	\$40,843	\$41,343	\$41,843	\$42,343	\$42,843	\$43,343	\$43,843
26-27	\$37,065	\$41,106	\$41,606	\$42,106	\$42,606	\$43,106	\$43,606	\$44,106	\$44,606
27-28	\$37,828	\$41,869	\$42,369	\$42,869	\$43,369	\$43,869	\$44,369	\$44,869	\$45,369
28-29	\$38,591	\$42,632	\$43,132	\$43,632	\$44,132	\$44,632	\$45,132	\$45,632	\$46,132
29-30	\$39,354	\$43,395	\$43,895	\$44,395	\$44,895	\$45,395	\$45,895	\$46,395	\$46,895
30-31	\$40,117	\$44,158	\$44,658	\$45,158	\$45,658	\$46,158	\$46,658	\$47,158	\$47,658

ARTICLE VIII.

SALARY GUIDE

1989-1990

STEP	NON-DEG	BR/BS	BR/BS+10	BR/BS+20	BR/BS+30	MR/MS	MR/MS+10	MR/MS+20	MR/MS+30
0-1	\$20,087	\$21,000	\$21,500	\$22,000	\$22,500	\$23,000	\$23,500	\$24,000	\$24,500
1-2	\$21,095	\$21,500	\$22,000	\$22,500	\$23,000	\$23,500	\$24,000	\$24,500	\$25,000
2-3	\$22,489	\$23,168	\$23,668	\$24,168	\$24,668	\$25,168	\$25,668	\$26,168	\$26,668
3-4	\$23,083	\$24,492	\$24,992	\$25,492	\$25,992	\$26,492	\$26,992	\$27,492	\$27,992
4-5	\$23,677	\$25,037	\$25,537	\$26,337	\$26,837	\$27,337	\$27,837	\$28,337	\$28,837
5-6	\$24,271	\$28,074	\$28,574	\$29,074	\$29,574	\$30,074	\$30,574	\$31,074	\$31,574
6-7	\$24,865	\$28,626	\$29,126	\$29,626	\$30,126	\$30,626	\$31,126	\$31,626	\$32,126
7-8	\$25,459	\$29,275	\$29,775	\$30,275	\$30,775	\$31,275	\$31,775	\$32,275	\$32,775
8-9	\$26,446	\$29,989	\$30,489	\$30,989	\$31,489	\$31,989	\$32,489	\$32,989	\$33,489
9-10	\$27,243	\$30,855	\$31,355	\$31,855	\$32,355	\$32,855	\$33,355	\$33,855	\$34,355
10-11	\$28,041	\$31,719	\$32,219	\$32,719	\$33,219	\$33,719	\$34,219	\$34,719	\$35,219
11-12	\$28,638	\$32,369	\$32,869	\$33,369	\$33,869	\$34,369	\$34,869	\$35,369	\$35,869
12-13	\$29,237	\$33,017	\$33,517	\$34,017	\$34,517	\$35,017	\$35,517	\$36,017	\$36,517
13-14	\$29,833	\$33,664	\$34,164	\$34,664	\$35,164	\$35,664	\$36,164	\$36,664	\$37,164
14-15	\$30,432	\$34,313	\$34,813	\$35,313	\$35,813	\$36,313	\$36,813	\$37,313	\$37,813
15-16	\$31,030	\$34,962	\$35,462	\$35,962	\$36,462	\$36,962	\$37,462	\$37,962	\$38,462
16-17	\$31,626	\$35,609	\$36,109	\$36,609	\$37,109	\$37,609	\$38,109	\$38,609	\$39,109
17-18	\$32,325	\$36,365	\$36,865	\$37,365	\$37,865	\$38,365	\$38,865	\$39,365	\$39,865
18-19	\$33,022	\$37,122	\$37,622	\$38,122	\$38,622	\$39,122	\$39,622	\$40,122	\$40,622
19-20	\$33,818	\$37,988	\$38,488	\$38,988	\$39,488	\$39,988	\$40,488	\$40,988	\$41,488
20-21	\$34,615	\$38,853	\$39,353	\$39,853	\$40,353	\$40,853	\$41,353	\$41,853	\$42,353
21-22	\$35,411	\$39,716	\$40,216	\$40,716	\$41,216	\$41,716	\$42,216	\$42,716	\$43,216
22-23	\$36,242	\$40,582	\$41,082	\$41,582	\$42,082	\$42,582	\$43,082	\$43,582	\$44,082
23-24	\$37,074	\$41,444	\$41,944	\$42,444	\$42,944	\$43,444	\$43,944	\$44,444	\$44,944
24-25	\$37,906	\$42,311	\$42,811	\$43,311	\$43,811	\$44,311	\$44,811	\$45,311	\$45,811
25-26	\$38,738	\$43,142	\$43,642	\$44,142	\$44,642	\$45,142	\$45,642	\$46,142	\$46,642
26-27	\$39,569	\$43,974	\$44,474	\$44,974	\$45,474	\$45,974	\$46,474	\$46,974	\$47,474
27-28	\$40,401	\$44,806	\$45,306	\$45,806	\$46,306	\$46,806	\$47,306	\$47,806	\$48,306
28-29	\$41,233	\$45,637	\$46,137	\$46,637	\$47,137	\$47,637	\$48,137	\$48,637	\$49,137
29-30	\$42,064	\$46,469	\$46,969	\$47,469	\$47,969	\$48,469	\$48,969	\$49,469	\$49,969
30-31	\$42,896	\$47,301	\$47,801	\$48,301	\$48,801	\$49,301	\$49,801	\$50,301	\$50,801
31-32	\$43,728	\$48,132	\$48,632	\$49,132	\$49,632	\$50,132	\$50,632	\$51,132	\$51,632

ARTICLE VIII.

SALARY GUIDE

1990-1991

ARTICLE VIII-A.

ADDENDUM TO SALARY GUIDE

LONGEVITY

- A. After 5 years in the district an additional increment of \$300 will be added.
- B. After 10 years in the district an additional increment of \$300 will be added. (Total \$600.)
- C. After 15 years in the district an additional increment of \$300 will be added. (Total \$900.)
- D. After 20 years in the district an additional increment of \$300 will be added. (Total \$1200.)
- E. After 25 years in the district an additional increment of \$300 will be added. (Total \$1500.)

ARTICLE VIII-B.

SALARY PAYMENTS

- A. A teacher shall be given the opportunity to select a schedule of salary payments either on a ten (10) month plan or a twelve (12) month plan. He shall be obligated to notify the Secretary of the Board of Education in writing of his choice of option no later than the first day teachers are required to be in school for the school years 1989-90, 1990-91.

Teachers who elect a twelve (12) month summer payment plan shall have, at their option, the deductions submitted to the ABCO Public Employees Federal - Credit Union. If this option is selected, the teacher shall be obligated to notify the Secretary of the Board of Education, in writing, of this choice no later than the first day teachers are required to be in school for the school years 1989-90, 1990-91. In addition, once this option is selected, the teacher may not withdraw from the plan until the next school year.

ARTICLE VIII-C.

Salaries for 1989-90 and 1990-91 shall be determined by proper step placement on the salary guide which will be determined by the total number of teaching years credited to the teacher throughout his/her career.

ARTICLE IX.

EXTRACURRICULAR ACTIVITIES

- A. The Board and the Association agree that the extracurricular activities set forth below shall be compensated according to the rate of pay in the schedule listed:

	<u>1989-90</u>	<u>1990-91</u>
Athletic Coordinator	\$1200.00	\$1308.00
Coach - A Team		
Basketball	\$ 975.00	\$1063.00
Softball	\$ 675.00	\$ 736.00
Soccer	\$ 675.00	\$ 736.00
Coach - B Team		
Basketball	\$ 650.00	\$ 709.00
Softball	\$ 650.00	\$ 709.00
Soccer	\$ 650.00	\$ 709.00
Cheerleading Coach	\$ 650.00	\$ 709.00
AVA Coordinator	\$ 650.00	\$ 709.00
8th Grade Advisor	\$ 500.00	\$ 545.00
Student Government	\$ 540.00	\$ 589.00
Yearbook	\$ 540.00	\$ 589.00
Safety Patrol	\$ 650.00	\$ 709.00

Intramural Coach / After School Clubs / Chorus

1989-90 \$19.00 per session (1hour and 15 minutes)
 \$ 3.50 for every 15 minutes thereafter

1990-91 \$20.70 per session (1 hour and 15 minutes)
 \$ 3.80 for every 15 minutes thereafter

- B. All staff will be notified of existing positions for extracurricular activities by the first school day in September.

ARTICLE X.

TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following non-accumulative leaves of absence with full pay during each school year.

A. Death in Immediate Family

A maximum of five days per year will be allowed for death in the immediate family. Immediate family shall consist of parent, child, spouse, brother, sister, grandchild, grandparents, spouse's parent, or person residing in the employee's home.

B. Serious Illness in Immediate Family

A maximum of three (3) days per year will be allowed for serious illness in the immediate family.

Serious illness is considered to be one of the following:

- (a) hospitalization
- (b) major surgery
- (c) out-patient care when prescribed by a physician
- (d) a minor illness of a dependent child not necessarily requiring professional care

When possible, request for this leave should be made 24 hours in advance of the date requested.

Immediate family shall be the same as the defined in ARTICLE X-A.

C. Personal Days

Employees shall be entitled to three (3) personal days per year.

Such leave shall not precede or succeed a holiday.

These days are to be requested at least four (4) days in advance, except in the case of an emergency. The Administration shall respond within two (2) days of receipt of request.

Up to three (3) unused personal days per year shall accumulate as sick days and be added to the employee's accumulated sick days, if any.

NOTE: New form must be completed to delete reasons for personal days and other language.

- D. Other leaves of absence with pay may be granted by the Superintendent, for good reason. If denied, a written request may be submitted to the Board of Education.

ARTICLE XI.

EXTENDED LEAVE OF ABSENCE

The Board of Education may consider extended leave for reasons of personal illness and unusual family circumstances.

Such leave is to be considered only for tenured personnel.

Leave shall be for a maximum of one year from the effective date. Shorter leaves may be considered by the Board of Education.

Personnel granted such leave will be returned to a position within the scope of their certificate.

ARTICLE XI-A.

DISABILITY LEAVE

Disability leave of absence will be granted by the Board in accordance to existing law and appropriate rules and regulations issued by the responsible agencies involved. The Board further agrees to have on hand at least one copy of the above mentioned laws, rules and regulations in the office of the Superintendent for perusal by the Association on a need to know basis.

A. Natural Birth

The Board shall grant maternity leave without pay to any teacher upon request subject to the following stipulations and limitations:

- (1) A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.
- (2) At the time of application for leave, which shall be submitted sixty (60) days in advance of such leave date request to the Board, the teacher shall specify in writing the date on which she wishes to commence maternity leave and the date on which she wishes to return to work after birth.

The Board will require any teacher to submit a certificate from her physician in support of the requested leave dates.

- (3) Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board, except that the Board may change the requested dates upon a finding that the grant of a leave for those dates would interfere with the normal administration of the school.
- (4) Nothing in this policy shall obligate the Board to grant maternity leaves of absence without pay to non-tenured employees beyond the end of their contract period.

B. Adoption

Any teacher adopting an infant child shall be entitled to the provisions as outlined in the leave without pay "A" Section above.

C. Parental Leave

The Board shall grant parental leave to any teacher upon request, without pay, in accordance with the provisions as outlined in the leave without pay "A" Section above.

ARTICLE XI-B.

SICK LEAVE

- A. Ten (10) days sick leave shall be allowed each year. Sick leave days not utilized shall be accumulated for use in subsequent years.

The status of unused sick leave days shall be reported in written form to each teacher not later than September 30 of each year.

Teachers in a given year who use no (0) sick leave days, or who use but one (1) sick leave day, or who use but two (2) sick leave days shall be remunerated at school year's end on the following scale:

No (0) sick days used	-----	\$150.00
One(1) sick day used	-----	\$100.00
Two(2) sick days used	-----	\$ 50.00

Personal days are not to be used in the above calculation of remuneration.

A tenured teacher shall receive the difference of his annual salary and the current daily substitute rate (not rate considered for long term substitute) for a period of 25 consecutive days (school days) on the following conditions:

- (1) Illness or accident shall be deemed long term disability evidenced by medical documentation.
- (2) That the teacher has exhausted all accumulated sick leave days accumulated as of September 1 of the school year;
- (3) Said payment shall commence immediately in the event of accidental injury or after five (5) consecutive school days of sickness have occurred, including the exhausted accumulative sick days, if applicable, and
- (4) This additional sick leave provision is not accumulative.

B. Payment for Unused Sick Leave

Upon retirement from the district, as verified by the Teachers Pension and Annuity Fund, a teacher who has been employed for at least 15 years in the district shall be eligible for payment for unused sick leave accumulated while employed in the district.

To be eligible for payment in the year of retirement, a teacher must notify the Board of Education in writing of his intention to retire on or before January 1 of the school year in which retirement is to occur.

Teachers shall be paid \$30 for each accumulated unused sick day.

The Board of Education shall be required to allocate in each fiscal year the sum of \$9,000 for payment for unused sick leave. In the event the yearly allocation is not needed in any given year, the Board will be required to pay only the amount actually due and payable.

Payments to retirees shall be made on June 30.

Priority of payments to eligible employees:

- (1) Retiring teachers who provide the earliest written notice to the Board during the year of retirement shall be given priority for payment. Further priority positions shall be established in accordance with the date of notification.
- (2) Should the number of retirements in any given year result in exceeding the allocated amount (\$9,000) and in the event of equal time of notice; teacher seniority within the District will determine priority for payment in the year of retirement.
- (3) Should the allocated amount (\$9,000) be depleted in any given year, those eligible employees who have not been paid shall be given priority status in all subsequent years until fully paid.

Death Benefits - Following notification to the Board of the teacher's intention to retire and prior to receipt of payment due under the provisions hereof in accordance with the criteria of this Article, in the event of the death of the teacher, any payment to be made on June 30 of any given year shall be made to the estate of the deceased teacher.

ARTICLE XII.

INSURANCE

- A. Enrollment of all teachers desiring coverage shall be in the Health Insurance Plan known as the New Jersey Public and School Employees Health Benefits Plan.

Coverage is currently limited to the basic plan generally known as Blue Cross and Blue Shield. Coverage shall include Major Medical Insurance. The Board shall pay 100% of the present costs of the aforementioned plan for the employee and his or her eligible dependents upon making the request and subject to and in accordance with the provisions as set forth in paragraph three (3). Whenever the New Jersey Public and School Employees Health Benefits Plan expands in terms of coverage, the Board of Education shall provide the coverage established by the State Plan and shall pay 100% of the costs of that plan as amended.

Effective enrollment date is subject to the rules and regulations of the New Jersey Public and School Employees Health Benefits Plan. The Board of Education is absolved of all responsibility of coverage from the initial employee request for coverage until the effective date of coverage.

The Board of Education reserves the right to determine the insurance carrier and guarantees the coverage to be equal to the coverage under the New Jersey Public and School Employees Health Benefits Plan.

- B. Any full-time employee may in the future subscribe to a Health Maintenance Organization Plan, in accordance with State and/or Federal Law, in lieu of the plan described in paragraph A above, may do so; however, the Board of Education shall pay only the premium in the dollar amount of the plan previously subscribed to.
- C. The Board of Education shall provide a prescription drug program for all employees and, where applicable, for their dependents. The plan shall be the Blue Cross Small Group Prescription Plan or its equivalent.
- D. The insurance coverage provided above shall be contingent upon proper timely enrollment in the respective programs by the employees and shall commence on the date of eligibility.
- E. The Board of Education shall provide a dental program for all employees. The Plan shall be the New Jersey Dental Service Plan, or its equivalent, which provides the following conditions:
- (1) Preventive and Diagnostic (100%)
 - (2) Remaining Basic Services (100%)
 - (3) Prothodontics (50%)
 - (4) Maximum of \$1,000.00

The Board of Education's responsibility shall be \$15.66 per employee per month for each year of the contract. Any costs for such plan over and above those monthly limitations shall be paid for by the individual teacher. The insurance coverage provided by this plan shall be contingent upon proper timely enrollment in the respective program by the employee and shall commence on the date of eligibility.

- F. Employees with twenty-five (25) years of service, who retire from the Lumberton Township School District pursuant to the provisions of the Teachers' Pension and Annuity Fund shall be provided insurance coverage at no cost to the employee to age 65, such coverage shall be consistent with paragraphs A, B, C, and E.
- G. In the event there are coverage changes or plan changes due to any reason the Board of Education shall notify the President of the Association thirty (30) days in advance of such change*and discussion of changes involved will take place between designated representatives of the Board, Association, and Insurance Carriers.

* Except in case of an emergency.

ARTICLE XIII.

DEDUCTION FROM SALARY

The Board of Education agrees to deduct from salaries of its teachers dues for the New Jersey Education Association, the National Education Association, the Burlington County Education Association and the Lumberton Township Education Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Teacher authorization shall be in writing in the form set forth below:

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Social Security Number _____

School Building _____ School District _____

To: Disbursing Officer-Lumberton Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organization indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1st next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for the current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this Authorization, and relieve the governing board and all of its officers from and liability therefore.

I designate the Lumberton Township Education Association to receive dues and distribute according to the organizations indicated.

- New Jersey Education Association
- National Education Association
- Burlington County Education Association
- Lumberton Township Education Association

ARTICLE XIII-A.

DEDUCTION FROM SALARY

- A. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- B. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
- C. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

ARTICLE XIV.

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- D. The Lumberton Township Education Association, its officers and its agents, shall not conduct Association business during those hours that are part of the school day, except when the parties involved are not assigned to any specific duty.
- E. The Lumberton Township Education Association may be allowed to use the school facilities for Association meetings when such use will not conflict with other activities planned for the building. Requests for the use of the facilities should be made 24 hours in advance of the anticipated use of the facilities.
- F. The Association will have the privilege of having a reasonable amount of work completed by the office staff. This material should be in the office 48 hours in advance, if possible.
- G. All teachers shall be given written notice of their grade level and subject assignments, building and room assignments for the forthcoming year by June 30th. Such grade levels and/or assignments may be subject to change if enrollment dictates such change. If changes are made, notification will be sent to those teachers affected and will be post marked no later than July 31st.
- H. The Superintendent shall post as close to June 1 as possible a list of the known vacancies which shall occur the following year. If these vacancies occur after the school year, all teachers shall be informed in writing as soon as such vacancies shall become known. Teachers shall be given the opportunity to make application for such positions. If the transfer is denied, then the Superintendent shall give written reasons for such denial.

- I. The Lumberton Township Education Association shall not participate or assist in strikes, sanctions, work slowdowns, or in any effort that will impair or disrupt the daily operation of the school.
- J. Whenever a Representative of the Association or any teacher is mutually scheduled by the parties or any administrative agency to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall be paid his full salary.
- K. The Board of Education and the Association will establish liason committees which shall meet jointly to discuss matters of mutual interest.

ARTICLE XV.

UNDERSTANDINGS REACHED BY THE PARTIES 1986-89

- A. All documents in the teacher's personnel file not initialed prior to the 1986-87 school year shall be available for review by the teacher.
- B. The Board and the Association will investigate the possibility of improving the extra-curricular activities to encourage teacher involvement.
- C. For including one in-service day, the Board shall modify the school calendar to include $\frac{1}{2}$ day, the day before Thanksgiving vacation.

UNDERSTANDINGS REACHED BY THE PARTIES 1989-91

- A. Bi-weekly payroll salary will be initiated in the next contract, 1991-92.
- B. Procedures for more equity of homeroom assignments will be discussed in the next contract, 1991-92.
- C. Every effort will be made to limit the number of meetings after school hours.

ARTICLE XVI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1991, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

LUMBERTON TOWNSHIP
EDUCATION ASSOCIATION

LUMBERTON TOWNSHIP
BOARD OF EDUCATION

By: *Robert W. Green*
(President)

By: _____
(President)

By: *Faith Kaye*
(Secretary)

By: _____
(Secretary)