

4-0043

A G R E E M E N T

between

LIVINGSTON BOARD OF EDUCATION

and

LIVINGSTON EDUCATION ASSOCIATION

For the Period
X JULY 1, 1987 through JUNE 30, 1989

T A B L E O F C O N T E N T S

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P R E A M B L E

THIS AGREEMENT is made and entered into this *2nd* day of *November*, Nineteen Hundred and Eighty-Seven (1987)

BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF LIVINGSTON,
ESSEX COUNTY, NEW JERSEY, hereafter the "Board";

AND THE LIVINGSTON EDUCATION ASSOCIATION, hereafter the
"Association";

WHEREAS, pursuant to the requirements of the New Jersey Employer-Employee Relations Act, agreements reached between public employers and the majority representative of an appropriate employee unit shall be embodied in writing, signed by the authorized representatives and filed with the New Jersey Public Employment Relations Commission (P.E.R.C.); and

WHEREAS, certain agreements have been reached between the Board and the Association, the said Association being the recognized majority representative of the unit for the Board's employees, consisting of all full-time and regular part-time certificated personnel, members of the administrative support staff, instructional aides, and early arrival aides, whether under contract or on leave, employed by the Board, excluding, however, the following: Superintendent, Assistant Superintendent/Board Secretary, Assistant Superintendents, Administrator of Pupil Personnel Services, Assistant to the Administrator of Pupil Personnel Services, Principals, full-time Vice Principals, Supervisor Secondary Staff Development and Curriculum Coordinator,

Supervisor of Music, Supervisor of Instructional Computing, Directors of Guidance, Director of High School Athletics, all subject area supervisors and computer programmers. Unless otherwise indicated, as used herein, the term "teachers" and "employees" shall refer to all employees covered in the described unit as above defined.

NOW, THEREFORE, it is mutually agreed between the Board and the Association as follows:

ARTICLE I

NEGOTIATION OF SUCCESSOR AGREEMENT

I. COLLECTIVE NEGOTIATIONS

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1974 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 the time prescribed by law. Both parties shall have representatives meet to negotiate at mutually agreed upon times. Each party shall submit to the other, at least 3 days prior to any meeting, pertinent material on matters to be discussed; however, this time limit may be waived by mutual consent. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by both parties.

II. MODIFICATIONS

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 II

ASSOCIATION/INDIVIDUAL RIGHTS AND PRIVILEGES

I. USE OF BUILDINGS

The Association and its representatives shall have the privilege of using prescribed areas of school buildings and equipment (i.e., duplicating machines, bulletin boards) at reasonable hours for meetings on days when schools are in session. The principal of the building will be notified in advance of the time and place of all such meetings. At any other time, the use of the buildings shall be arranged through the office of the Superintendent. These meetings shall not conflict with other scheduled use of school buildings nor shall such meetings interfere with the normal and regular duties of employees of the Board.

II. ASSOCIATION MEETING DATES

A. General Meetings

1. Time after school shall be granted for Association general meetings on a monthly basis with no other meetings scheduled at that time. District meetings shall be held on the first, second and fourth Monday of each month, and Association meetings shall be held on the third Monday of each month. On Association meeting days, all officers and members may leave their buildings ten (10) minutes after student dismissal time to attend

the meetings. If, as a result of a holiday, school is not scheduled on a Monday, an alternate day shall be identified and scheduled as the meeting day.

Notification of that date shall be made by the Board of Education or the Association, whichever is applicable, during the prior school year at or shortly after the time that the Board adopts the upcoming school calendar. Attendance at such meetings shall be the sole responsibility of the party calling the meeting.

2. Support Staff Attendance -- support staff shall be eligible to attend these meetings so long as the following coverage is provided:
 - a. Elementary - One secretary in each building;
 - b. HS and M.S. -- One secretary in the guidance office and 1 secretary in the general office;
 - c. Central Office -- A total of 4 secretaries, 1 in each of the following offices: Superintendent/Business Administrator, Assistant Superintendent's office, special services and switchboard.

d. In an emergent situation wherein the administrative staff determines that service is required, it is understood and agreed that the administrative staff's authority to assign is retained.

B. Association meeting dates for 1987-88 and 1988-89:

1987-88

9/21, 10/19 (10/26), 11/16, 12/21, 1/18, 2/23
(Tues.), 3/21, 4/26 (Tues.), 5/16 and 6/20

1988-89

(To be determined)

III. PRESIDENTIAL RELEASE TIME

The president of the Association shall be guaranteed release time to conduct Association business, in addition to preparation time, equal to 40 minutes per school day, the schedule of release time to be determined by mutual agreement between the president and the administration.

IV. STANDING COMMITTEE MEETINGS

All members and officers serving on Association Standing Committees shall have the right to leave their building in time for the meeting to convene at 3:20 P.M. Standing Committees are Executive Council, Liaison, Professional Rights and Responsibilities, Negotiations and Instruction and Professional Development.

V. USE OF MAIL BOXES/INTER-SCHOOL MAIL

The Association shall have reasonable use of school mail boxes/inter-school mail without prior restraint for purposes of keeping its membership informed of Association activities.

VI. NOTICE OF VACANCY AND PROMOTIONS

A. The Association President will be notified, in writing, by the Superintendent or his designee of all vacancies, promotional openings, extra stipend vacancies, and newly created positions that occur in the professional staff along with any qualifications and/or job descriptions that have been written for the position. The Association President will also be notified when and by whom the position is filled.

B. Should a vacancy or promotional opportunity occur during July or August, those employees who have placed on file a request for notification will be so notified. Requests for notification must be submitted to the Superintendent by the employees prior to June 30th. Employees will be notified at their summer addresses.

VII. OFFICE SPACE

The Association shall be entitled to rent at a yearly rate of \$1.00, adequate office space in a building, at a location and of a description to be mutually agreed

upon. The Association shall be allowed to install telephone equipment in such offices at its own expense.

VIII.

CONFERENCES

A. Superintendent - LEA Conference

1. Purpose

The purpose of this conference is to share ideas, discuss plans, exchange information, or express mutual concerns about the negotiated contract and written policies.

2. Procedure

a. These meetings shall be scheduled on a regular monthly basis with dates to be determined by the LEA president and the Superintendent. If either party cannot meet at the prescribed time, the meeting will be rescheduled at the earliest possible date.

b. A written agenda shall be prepared and distributed at least 1 day prior to the meeting and will contain items submitted by both sides. All items on the agenda will be discussed.

c. The membership attending these conferences shall be comprised of no more than 6 representatives as designated by the LEA president and no more than 6 repre-

representatives as designated by the Superintendent.

B. Conference with Board

1. Purpose

The purpose of these conferences is to share ideas, discuss plans, exchange information, or express mutual concerns and thus provide direct liaison between the Association and the Board.

2. Meetings

a. There may be 4 quarterly meetings scheduled per year. If there is nothing to discuss, the meeting shall be cancelled by mutual agreement.

b. The meetings are of 2 types:

1) Two board conference meetings may be scheduled when concerns of the Association have not been alleviated through the LEA/Superintendent Conference. The Association viewpoint shall be presented to the Board in the form of a written document stating the problem, related information, and possible solutions. If the Association decides that this written document to the Board is not

sufficient, then a conference with the Board will be scheduled for the purpose of clarifying the positions of both parties.

A written agenda shall be prepared. This agenda will be adhered to at the meeting and will contain items submitted by both sides at least 10 days prior to the meeting. All items on the agenda will be discussed.

2) Two additional Board conference meetings may be scheduled to discuss any issues. The same agenda standards as above will be adhered to.

- c. These Board conferences shall in no way deny an individual's right to process a grievance.
- d. These conferences shall in no way be construed as a part of the negotiations procedure.
- e. The Board may render a response at the conference. If not, the Board will respond to the issues presented at the conferences in writing to the LEA presi-

dent within 14 calendar days after the conference.

f. It is understood that the Board response is not grievable by Association.

g. A copy of the minutes of these meetings shall be provided to the LEA.

IX. UNUSUAL DISMISSAL TIME FOR SUPPORT STAFF

A. When teaching staff has early dismissal, support staff may leave 20 minutes prior to the end of the workday.

B. On days when schools are closed early in case of inclement weather, all but 1 school building support staff member may leave at the same time as the teaching staff. When all pupils have left the building, the remaining support staff member shall, by administrator's direction, advise the switchboard that the building has been cleared of all pupils. That individual is then free to leave.

C. Central office support staff may leave at the same time as the teaching staff on inclement weather days unless a specific and absolutely necessary duty must be completed that day.

D. Whenever a support staff member is required to remain during inclement weather, she/he shall be granted compensatory time. This time will be mutually agreed upon.

X.

FULL VACATION RIGHTS/SUPPORT STAFF

A. Ten-Month Employees

1. The contractual year for the employees is September 1 - June 30.
2. Ten-month employees shall be off when school is not in session during the contractual year.
3. Any secretary presently employed on a 10-month basis who moves to a 12-month position will receive full vacation rights based upon years of service in the district; for example, a secretary employed for 12 years in a 10-month position will be credited with 12 full years of employment when reckoning vacation time.

B. Twelve-Month Employees

1. The contractual year for the employees is July 1 - June 30.
2. **Vacation Schedule**
If hired prior to December 1st of the school year, a contractual employee shall be entitled to 2 weeks of vacation at the end of that school year. One week of vacation is allowed for those employees hired between December 1st and April 1st, and 1 day per month after April 1st.

3. Vacation Schedule

a.1 Effective July 1, 1987:

In the second year through the seventh year of employment -- 2 weeks; in the eighth year through the fifteenth year of employment -- 3 weeks; in the sixteenth year and ensuing years -- 4 weeks.

a.2 Effective July 1, 1988:

In the second year through the sixth year of employment -- 2 weeks; in the seventh year through the fourteenth year of employment -- 3 weeks; in the fifteenth year and ensuing years -- 4 weeks.

b. Twelve-month employees shall have off on the following days: July 4, Labor Day, NJEA Convention, Thanksgiving (1/2 day Wednesday through Friday), Christmas (1/2 day December 24-26), New Year's Day (1/2 day December 31 -January 1), Good Friday, Memorial Day.

c. Six days additional vacation shall be granted in lieu of Columbus Day, Election Day, Veterans' Day, Martin Luther King's Birthday, Lincoln's Birthday and Washington's Birthday.

d. A seventh in-lieu-of day for 12-month support staff and 1 in-lieu-of day for 10-month support staff will be granted annually. The support staff should give 2 weeks' notice and the day should be mutually agreed upon by the secretary and the building administrator.

XI. WORKSHOPS/SUPPORT STAFF

The Board will make provisions for at least 1 workshop during the school year, if necessary, or if requested by either party.

XII. STAFF MANUAL

The Association shall provide 2 of its members to assist in the review of the staff manual. If possible, these revisions will be made during the school year.

XIII. COMMUNICATIONS

Pursuant to agreement between the Superintendent and the Association, documents generated by the central office which are important to the functioning of the Association and its membership shall be provided to the following designated Association officials: president, vice president, recording secretary, support staff president, negotiations chairperson and professional rights and responsibilities chairperson.

XIV. RIGHT TO REPRESENTATION

Whenever any employee is required to appear before any administrator or supervisor, board or any committee or member thereof concerning an administrative recommendation, or warning of a forthcoming administrative recommendation, for non-renewal of a contract or increment withholding, he/she shall be given prior notice of the reason for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. Whenever an employee intends to have representation at any meeting referred to above, or an administrator intends to have a second administrator present at any such meeting, the teacher or administrator respectively, shall advise the other of his/her intention in advance of the scheduled meeting. These meetings shall be scheduled at a mutually agreeable time. Any suspension of an employee shall be instituted in accordance with law.

XV. CHILDREN OF STAFF

Children of staff members who live out of the district may attend the Livingston Public Schools at the tuition rate set by the Board annually, provided that the child receive only in-district services in a placement within the district public schools, at the Superintendent's discretion.

ARTICLE III
REPRESENTATION FEE

I. REPRESENTATION FEE

The Board and the Association agree that the Association is authorized to collect a representation fee from nonmembers, equal to 85% of the United Profession dues, through APD.

II. DEMAND AND RETURN SYSTEM

The Association warrants and covenants that a demand and return system has been established, and that this system is in compliance with the statutes.

III. SAVE HARMLESS

The Association indemnifies and holds the Board harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of or by reason of any action taken or not taken by the Board in conformance with these provisions.

IV. NOTICE OF CLAIMS

The Board agrees to give the Association timely notice in writing of any claim, demand, suit or other form of liability filed in regard to the implementation of the representation fee.

V. DEFENSE OF CLAIMS

If the Association so requests, in writing, the Board will surrender to it the full responsibility for the defense of such claim, demand, suit or other form of liability, and will cooperate fully with the Association in the preparation of said defense.

VI. DEFENSE MONITORING

The Board may monitor the defense by the Association.

ARTICLE IV

GUARANTEED PLANNING TIME

I. GUARANTEED PLANNING TIME

Each teacher will have guaranteed preparation time according to the following schedule:

- A. Elementary - current practice according to preparation time available during special area instruction time (art, music, physical education).
- B. High School and Middle School - current practice.

II. LOST PLANNING TIME

When a planning time is lost because of an administrative assignment or assignment to district committee service, compensatory time will be granted.

- A. Compensatory time options
 - 1. Sign out at student dismissal time.
 - 2. Late sign in if teacher's schedule permits
 - 3. Accumulation of 7 lost planning periods may be applied to 1 day of no charge absence.
- B. Implementation of compensatory time will be at the mutual convenience of the teacher and principal/supervisor.

ARTICLE V

DUTY-FREE LUNCH

I. DUTY-FREE LUNCH

All teachers will be guaranteed a duty-free lunch period.

II. LOST DUTY-FREE LUNCH

In the event the duty-free lunch is taken away, compensatory time as described in Article IV, II, A and B will apply.

III. PLAYGROUND AIDES (Elementary)

A. Purpose

The Board agrees to budget funds for the 1987-88 and 1988-89 school years for the purpose of recruiting and hiring at least 1 playground aide for each elementary school. It is the objective of the Board, consistent with the welfare and safety of the children of the school district, to provide every elementary school teacher with a full lunch period free from playground supervision duties.

B. Emergency Duty

In those emergent situations and in those cases wherein the administrative staff determines that the assignment of a teacher to lunchtime playground supervision duty is required for the safety and welfare of the children, it is understood and

agreed that the administrative staff's authority to assign is retained.

ARTICLE VI

INVOLUNTARY TRANSFER

I. DEFINITION

An involuntary transfer for the purposes of this article is meant to be that which requires Board action (specifically, a change in building assignment) or a grade level/subject area assignment change.

II. PROCEDURE

- A. Involuntary transfer assignment notifications, when possible, will be given by April 30th.
- B. It is the intent that all transfer assignment notifications will be completed by the last week of school.
- C. Situations which cause changes after April 30th should be resolved at the earliest possible time.
- D. Principal/administrators will communicate with each person being considered for a transfer notifying him/her of a possible new assignment.
- E. A teacher may, upon request, have a conference with the Superintendent or his designee to discuss (in confidence) the reasons for the transfer.
- F. - The Superintendent or his designee and principal/administrator will communicate directly with those who are being transferred. A letter from the Superintendent or his designee regarding the transfer decision shall follow the conference.

ARTICLE VII
OBSERVATION AND EVALUATION PROCEDURES

I. DEFINITIONS

- A. A formal observation is a visit by a qualified supervisor followed by a written description of the teacher-student activities in the classroom during a lesson, including techniques employed, commendations and recommendations as necessary. Ideally, the supervisor should provide a written observation report within approximately one week. A formal observation on the elementary level will be a minimum of 30 minutes, and on the secondary level the greater part of a teaching period. The observation should include the beginning or ending of a lesson.
- B. An informal observation is an observation made by a qualified supervisor of the teacher's activities other than during a formal observation.
- C. An evaluation is a written summary of at least 2 formal observations, plus informal observations, noting commendations, suggestions for improvement and plans for assistance.
- D. Written observations and evaluations for each staff member shall be maintained in the individual's personnel file in the Board office.

II. OBSERVATIONS AND EVALUATIONS

A. Number (Minimum)

1. Tenured Staff (K-12)

Two formal observations completed by February 1 and June 1.

One formal summary evaluation completed by June 1.

2. Non-Tenured Staff (K-12)

Four formal observations, 2 occurring each semester.

Two formal evaluations completed by February 1 and June 1.

B. Conferences

1. Observation conference may be requested by either or both parties or may be mutually waived.

2. At least 2 days prior to each evaluation conference, the teacher should receive the written evaluation in order to review the document.

3. Tenured teachers will have their evaluation conference at least 2 weeks prior to the end of the school year.

III. INCREMENT/GUIDE RAISE

A. It shall be understood that the increment/guide raise is not automatic. If for reasons of:

1. A pattern of unsatisfactory performance of classroom and/or school responsibilities as substantiated by evaluations
2. Violations of law, Board of Education policies and/or school district rules and regulations
3. A record of an excessive and unusual pattern of attendance that undermines the effectiveness and reliability of the teacher, it is determined that an individual's total performance is unsatisfactory, a warning will be given in writing by the Superintendent stating: if improvement is not achieved within 1 year, an increment/guide raise may be withheld.

In an unusual case where it is determined that a teacher's aberrant behavior harms the learning environment, the normal warning period may be reduced to no fewer than 90 days at the Superintendent's discretion.

- B. Whenever possible, everyone will be advised of his salary status for the following year by May 15th.

ARTICLE VIII

SALARIES

I. SCHEDULES A, A-1

The salary schedule for employees covered in the unit shall be set forth in Schedules A, A-1.

II. EARNED DOCTORATE

Additional salary for earned Doctorates will be \$1,000.00

III. 95 PERCENT

Nurses without degrees will be paid at a rate of 95% of the proper step on the Bachelor's column of Schedule A.

IV. INCREMENTS

- A. All advancement on the schedule, including annual increments and raises as set forth in the schedule now in effect, and as the same may be adopted by the Board, shall not be considered automatic.
- B. Advancement on any column shall require satisfactory evaluations by the Superintendent and those charged with supervisory responsibility and approval by the Board.
- C. All advancement on the salary schedule shall be in accordance with the individual's training level and years of experience. Such vertical advancement is not to exceed 1 full step per year.

D. If an increment/guide raise is withheld during the year the agreement is in force, a program of assistance shall be planned and implemented to help the individual.

1. Periodic evaluations shall be made to determine the level of improvement.
2. If satisfactory improvement has been made by the end of the contract year, the teacher will be returned to the proper steps on the salary schedule according to training and experience in the following school year.

V.

ADVANCEMENT ON SALARY SCHEDULE A

- A. The teachers' salary schedule provides for seven levels of professional training:
1. 95% Non-degree Nurses with R.N. Degrees
 2. B Bachelor's Degree
 3. B+16 Bachelor's Degree + 16 approved credits.
 4. B+32 Bachelor's Degree + 32 approved credits
 5. M Master's Degrees
 6. M+16 Master's Degree + 16 approved
 7. M+32 Master's Degree + 32 approved
- B. In the entire range of credits given for work beyond the Bachelor's Degree, from levels 3 through 7, only 6 undergraduate credits may be applied.

1. All credits must be approved in advance, and in writing, by the Superintendent or his designee, with a copy to the teacher and a copy in the teacher's folder.
 2. Courses already taken will be evaluated by the Superintendent or his designee for consideration toward advancement on the salary schedule.
- C. Advancement on the salary schedule will be effective September 1st of the contract year for courses completed by the end of the previous summer, and February 1st for courses completed during the fall of the contract year.

VI.

CHANGE OF SALARY LEVEL/SCHEDULE A

- A. Salary level changes are effective September 1 and/or February 1.
- B. Upon attainment of a Master's degree, advanced credits completed before the Master's and not a part of the Master's program will be credited as advanced credits beyond the Master's.
- C. Procedure
 1. Written notification of an anticipated salary level change shall be directed to the Superintendent stating current and future level.
 2. In order to insure proper budgeting, notification must be submitted by November 1st in the

school year prior to the contemplated change. At the time of notification, a copy of all transcripts to date should be on file. If notification is not possible by November 1st, it shall be made as soon thereafter as is possible.

3. Prior to or immediately following written notification, the employee and an administrator will review the employee's credit status.
4. Proof of attainment of a higher salary status must be submitted to the Superintendent or designee before October 1 to be retroactive to September 1, and prior to February 1 to be effective February 1.
5. If for any reason this procedure cannot be followed, a request for an extension of time should be sent in writing to the Assistant Superintendent for Personnel.

VII. SCHEDULES B, C, D

- A. The Board agrees to compensate teachers for extra-curricular activities in accordance with Schedules B, C, and D.
- B. In the event it becomes necessary to hire inexperienced persons in the following positions: high school varsity head coaches, high school all-school production director, high school band director, the

Board may elect to pay, for the first year, the stipend found in the previous year's contract. If this person continues in the position for the following year, the stipend paid will be according to that year's agreement.

C. Any change in a stipend must be negotiated.

VIII. INSTRUCTOR STIPEND/INSERVICE

Certificated personnel conducting inservice instructional programs approved by the Superintendent or his designee shall be paid \$22 per hour; an hour is 60 minutes of class instruction.

IX. NEW POSITION

In the event that new positions are created subsequent to the completion of negotiations, or that changes in a position occur during the year, the Association shall have the right to negotiate the compensation for that position with the Board. Such negotiations will be initiated at the Superintendent - LEA Conference Meeting.

X. PAYROLL DEDUCTIONS

The Board agrees to provide, for those requesting them, the following payroll deduction services: United Profession Association dues, payroll savings at a rate of 10%, 15%, or 20%, and Tax Deferred Annuity Funds. (Tax Deferred Annuity Funds may be designated twice yearly.)

XI. LONGEVITY PAYMENTS

Longevity payments are as follows:

Years of Service
(In the District)

	<u>1987-88</u>	<u>1988-89</u>
20 years	\$1,000	\$1,000
25 years	\$1,500	\$1,500

1987-88

20 years means an employee must have 19 years 6 months of service (must be hired by December 31, 1967).

25 years means an employee must have 24 years 6 months of service (must be hired by December 31, 1962).

1988-89

20 years means an employee must have 19 years 6 months of service (must be hired by December 31, 1968).

25 years means an employee must have 24 years 6 months of service (must be hired by December 31, 1963).

These dates of hire will change with each contract year in the same manner as other dates in the contract change to reflect the current agreement.

Early arrival aides are entitled to eighty-five (85%) percent of the stated longevity dollar amount.

It is understood that longevity payments, made pursuant to this section, are noncumulative.

SCHEDULE A

TEACHERS' 1987-88 SALARY GUIDE

<u>STEP</u>	<u>95%</u>	<u>BACH</u>	<u>B + 16</u>	<u>B + 32</u>	<u>MAST</u>	<u>M + 16</u>	<u>M + 32</u>	<u>DOCTORATE</u>
5		22,200	22,900	23,600	24,425	25,250	26,075	27,075
6		22,600	23,300	24,000	24,825	25,650	26,475	27,475
7		23,100	23,800	24,500	25,325	26,150	26,975	27,975
8		23,700	24,400	25,100	25,925	26,750	27,575	28,575
9		24,300	25,000	25,700	26,525	27,350	28,175	29,175
10		25,300	26,000	26,700	27,525	28,350	29,175	30,175
11		26,600	27,300	28,000	28,825	29,650,	30,475	31,475
12		28,300	29,000	29,700	30,525	31,350	32,175	33,175
13		30,150	30,850	31,550	32,375	33,200	34,025	35,025
14		33,250	33,950	34,650	35,475	36,300	37,125	38,125
15	33,606	35,375	36,075	36,775	37,600	38,425	39,250	40,250
16				39,250	40,075	40,900	41,725	42,725
17							44,575	45,575

SCHEDULE ATEACHERS' 1988-89 SALARY GUIDE

<u>STEP</u>	<u>95%</u>	<u>BACH</u>	<u>B + 16</u>	<u>B + 32</u>	<u>MAST</u>	<u>M + 16</u>	<u>M + 32</u>	<u>DOCTORATE</u>
5		24,300	25,050	25,800	26,700	27,600	28,500	29,500
6		24,800	25,550	26,300	27,200	28,100	29,000	30,000
7		25,300	26,050	26,800	27,700	28,600	29,500	30,500
8		25,900	26,650	27,400	28,300	29,200	30,100	31,100
9		26,700	27,450	28,200	29,100	30,000	30,900	31,900
10		27,700	27,450	29,200	30,100	31,000	31,900	32,900
11		28,900	29,650	30,400	31,300	32,200	33,100	34,100
12		30,700	31,450	32,200	33,100	34,000	34,900	35,900
13		32,500	33,250	34,000	34,900	35,800	36,700	37,700
14		34,600	35,350	36,100	37,00	37,900	38,800	39,800
15	36,005	37,900	38,650	39,400	40,300	41,200	42,100	43,100
16				42,050	42,950	43,850	44,750	45,750
17							47,800	48,800

SCHEDULE A-1

SUPPORT STAFF SALARIES

1987-88

12-MONTH STAFF

Step	First Sec'y Bookkeeper	Admin. Sec'y Bookkeeper	Office Support	Office Support Part-time
3	14,300	13,500	13,100	8,140
4	15,300	14,500	14,100	9,055
5	16,300	15,500	15,100	9,695
6	17,800	17,000	16,600	10,660
7	19,300	18,500	18,100	11,620
8	22,430	21,630	21,230	13,630
9	23,875	23,075	22,675	14,560

SUPPORT STAFF SALARIES

1987-88

10-MONTH STAFF

Step	First Sec'y	Admin. Sec'y	Office Support Full-time	Office Support Part-time	IS Suspension Liaison Attendance
3	11,910	11,245	10,915	6,220	17,440
4	12,745	12,080	11,745	6,695	17,940
5	13,580	12,910	12,580	7,170	18,440
6	14,830	14,160	13,830	7,885	18,940
7	16,075	15,410	15,080	8,595	19,440
8	18,685	18,060	17,685	10,080	19,940
9	19,890	19,220	18,890	10,765	20,915

SUPPORT STAFF SALARIES

ADDENDA TO A-1

A. STIPENDS

The support staff's salary schedule provides for additional stipends for advanced professional training. For completion of the first 2 sets of 8 credits, a stipend of \$160.00 for each set will be added to the base salary; for the third and each subsequent set of 8 credits, \$170.00 will be added to the base salary.

B. ADVANCEMENT

All advancement on the guide, including annual increments and raises as set forth in the salary schedules now in effect, and as the same may be adopted from time to time by the Board shall not be considered automatic; advancement on any such guide shall require favorable reports covering the professional competence, the performance of duties assigned and record of attendance of each employee by the superintendent and those charged with supervisory responsibility, and approval by the Board.

C. EXTRA DUTY

If a support staff employee is required to perform his/her own functions as well as those of an absent colleague for an extended period where no substitute is employed, he/she shall receive an additional \$15.00 per day commencing with the sixth day.

ADDENDUM A-1 (CONTINUED)

D. INSTRUCTIONAL AIDES

1987-88	\$8,346. annually
1988-89	\$9,180. annually

NOTE: In the second and subsequent years of employment, an additional \$300. will be added.

E. EARLY ARRIVAL AIDES

1987-88	\$38.47 per diem
1988-89	\$42.32 per diem

ATHLETICSSCHEDULE B

<u>Middle School</u>	<u>1987-88</u>	<u>1988-89</u>
Director of Athletics	2750	2955
Boys' Baseball	2000	2180
Boys' Basketball	2000	2180
Girls' Basketball	2000	2180
Boys' Soccer	2000	2180
*Boys' Soccer Assistant	1425	1605
Girls' Soccer	2000	2180
*Girls' Soccer Assistant	1425	1605
Girls' Softball	2000	2180
Wrestling	2000	2180
*Wrestling Assistant	1425	1605
Intramurals (6)	635	690
Pep Squad	1350	1430
Coordinator of Intramurals	1150	1230

NOTE: All positions apply to both middle schools
*Assistants if numbers warrant

<u>HIGH SCHOOL</u>	<u>1987-88</u>	<u>1988-89</u>
Athletic Trainer	4500	4900
Baseball - Varsity	3220	3445
Baseball - Assistant	2495	2745
Basketball - Boys'	3220	3445
Basketball - Assistant (2)	2495	2745
Basketball - Girls'	3220	3445
Basketball - Assistant (2)	2495	2745
Cheerleaders	1600	1750
Cheerleaders - Assistant	1200	1350
Cross Country - Co-ed	2095	2570
D and A Lab (3)	1425	1550
Faculty Equipment Manager	2570	2765
Field Hockey	3220	3445
Field Hockey Assistant	2495	2745
Football	3900	4100
Football Assistants (5)	2900	3100
Golf	1785	1950
Lacrosse	2900	3100
Lacrosse Assistant	2220	2420

SCHEDULE B (CONTINUED)

	<u>1987-88</u>	<u>1988-89</u>
Soccer - Boys'	3220	3445
Soccer - Boy's Assistant	2495	2745
Soccer - Girls'	3220	3445
Soccer - Girls' Assistant (2)	2495	2745
Softball - Girls'	3220	3445
Softball Assistant (3)	2495	2745
Swimming - Boys'	2390	2570
Swimming - Girls'	2390	2570
Tennis - Boys'	2390	2570
Tennis - Boys' Assistant	1815	1995
Tennis - Girls'	2390	2570
Track - Co-ed	2900	3100
Track Assistant (4)	2220	2420
Volleyball - Girls'	2900	3100
Volleyball Assistant	2220	2420
Wrestling	3220	3445
Wrestling Assistant (2)	2495	2745
Intramurals - Boy's (3)	1850	2000
- Girls' (3)	1850	2000

NOTE: Additional assistants considered if number warrant.
Co-ed team with at least one assistant, additional \$375.

CO-CURRICULAR/CURRICULARSCHEDULE C

<u>MIDDLE SCHOOL</u>	<u>1987-88</u>	<u>1988-89</u>
All School Production		
Musical - 3 people OR	2940	3200
Drama - 2 people	1950	2125
Literary Magazine	850	920
Newspaper - 1 per grade level (3)	410	450
Student Council	930	1010
Stage	860	915
Outdoor Education Building Director (3)	860 + 160	915+170
Outdoor Education Teachers on Site	160	170
AVA Coordinator	940	1015
Computer Coordinator	950	1030
Team Coordinator (9)	1350	1550

NOTE: All positions apply to both middle schools

HIGH SCHOOL

<u>COORDINATORS</u>	<u>1987-88</u>	<u>1988-89</u>
AVA	1265	1350
Computer Coordinator	2170	2350
*Cooperative Educational Summer Coordinator	.1 salary	.1/ salary
Driver Education Coordinator	1100	1250
Driver Education Instruction (non school hours)	13.75 hr	14.50/ hr.
Summer Guidance	.1 salary	.1/ salary

* additional coordinator if numbers warrant

CO-CIRRICULAR

All School Production		
Director	2620	2805
Costumes (2)	495	540
Orchestra Preparation	610	665
Tickets	445	485
Choregraphy and Music (total of 2)	2850	3050
Band Director	2400	2900
Band Director - Assistant	1650	2150
Band Front Coordinator	1150	1300

SCHEDULE C (CONTINUED)

	<u>1987-88</u>	<u>1988-89</u>
Band Front Instructor	700	770
Business Manager - Yearbook & Newspaper	700	800
Class Advisor - Freshman (2)	485	500
Class Advisor - Sophomore (2)	510	525
Class Advisor - Junior (2)	690	735
Class Advisor - Senior (2)	950	1005
Dramatics/Musical-Winter Production	1270	1385
Key Club	1170	1270
Literary Magazine/Inner Voices	550	600
Model Congress (2)	1875	2040
Newspaper	1550	1700
Stage	1105	1200
Student Government	1125	1200
Yearbook	1750	1850

CURRICULARSCHEDULE D

<u>DISTRICT</u>	<u>1987-88</u>	<u>1988-89</u>
Coordinator of Nurses	1550	1700
Media Coordinator	1175	1280
Home Economics Coordinator (6-12)	1175	1280
Townwide Orchestra Conductor	1270	1385
Curriculum Writing, Summer School, In-house Tutors	14.50 hr.	15.75/ hr

ELEMENTARY

Assistant Principals (5)	1550	1700
AVA Directors (5)	350	375
Computer Coordinators (5)	475	525
Physical Education Coordinator	1550	1700
Safety Patrol Leaders (5)	350	375
Service Squad (5)	350	375
Student Council (5)	350	375

ARTICLE IX
SEPARATION PAY

I. ELIGIBILITY

All employees covered by this agreement, after 15 years of continuous service in the district, shall be eligible for separation pay.

Early Arrival Aides' eligibility for separation pay shall be at the rate of 85% of that provided in the agreement.

II RATE

A. \$22. per day for each accumulated sick and contingency day (without limit) will be paid at the time of leaving (1987-88).

B. \$24.00 per day for each accumulated sick and contingency day (without limit) will be paid at the time of leaving (1988-89).

III METHOD OF PAYMENT

A. Payments are to be made either July 1 of the termination year or January 1 of the following year at the employee's discretion.

B. Monies will be paid to the employee's estate if death occurs while the employee is in service in the district or if death occurs in the interim period between separation and payment.

ARTICLE X

REIMBURSEMENT FOR STUDY

I.

TERMS OF REIMBURSEMENT/TEACHERS

- A. The Board will budget \$34,848 in 1987-88 and \$37,984 in 1988-89 for the payment of college and equivalent courses.
- B. Such payment to individual teachers will be made upon presentation of proof of successful completion of courses which have been approved in advance by the Superintendent or his designee. Successful completion shall be interpreted as the teacher's earning a passing grade.
- C. Distribution of the budgeted tuition fund of \$34,848 in 1987-88 and \$37,984 in 1988-89 shall be for approved courses on a first-come, first-served basis and with exceptions at the discretion of the Superintendent.
- D. Maximum payment for an approved course will be \$350.00 limited to one course per person; however, if the amount of funds available permits, teachers may take additional approved courses for reimbursement on a first-come first-served basis.
- E. Courses for which the Board has paid tuition may be applied to advanced standing on the salary schedule.

F. This tuition payment program begins on the effective date of this contract and shall apply to courses completed by the last day of this contract, dates of which are in the article entitled, "Duration of Agreement."

II. PROCEDURE/TEACHERS

- A. Upon completion of the course, a separate set of the following documents must be submitted for each course to the Assistant Superintendent for Personnel:
1. Proof of satisfactory completion of course
 2. Copy of receipt of payment from college
 3. Completed Claim for Payment form including name of course, dates taken, tuition and signature.
 4. Purchase Requisition filled out by the school office, containing all information on Claim for Payment, and signature of principal. "Using Dept." (yellow) copy to be retained by teacher. Purchase Requisition number will appear on check stub to identify course taken.
- B. All claims for payment should be submitted within 60 days of course completion. If for ANY reason this is not possible, a request for an extension of time should be sent in writing to the Assistant

Superintendent for Personnel. Failure to comply may result in being placed at the end of the entire tuition reimbursement list.

- C. Staff members completing spring semester courses should be particularly prompt in submitting the necessary documents and claims as early in June as possible to receive payment before the next school year.
- D. Staff members completing June intersession courses should submit no later than September 15.

III.

TERMS OF REIMBURSEMENT/SUPPORT STAFF

- A. The Board will budget \$2,500 for the payment of courses designed to assist the support staff of Livingston in the advancement of their professional skills.
- B. Each support staff member may arrange with the Assistant Superintendent for Personnel for an evaluation of his/her record, and together, they will work out courses to be taken for stipend credit on her/his salary level on an individual basis.
- C. Payment to individual support staff members will be made upon presentation of proof of successful completion of courses which have been approved, in advance, by the Assistant Superintendent for

Personnel, in writing, with a copy to the support staff member and a file copy. Successful completion shall be interpreted as an earned passing grade.

- D. Distribution of the \$2,500 tuition fund shall be for approved courses on a first-come first-served basis and with exceptions at the discretion of the Superintendent.
- E. Maximum payment for an approved course will be \$350.00; however, if funds permit, support staff members may take additional approved courses for reimbursement on a first-come first-served basis.

IV. PROCEDURE/SUPPORT STAFF

- A. Courses already taken will be evaluated by the Superintendent for consideration toward a stipend.
- B. Courses for consideration may be taken at approved colleges and business schools.
- C. Workshops and similar programs offered by the Livingston Public Schools may also be considered for credit.
- D. - Courses for which the Board has paid tuition may be applied as stipend credit on the salary schedule. (See Salary Schedule A-1, Addenda A)
- E. Proof of attained additional stipend status will raise the rate of pay for the school year if such

proof is submitted before the October Board of Education regular public meeting.

- F. If change in status is achieved during the school year, proof must be submitted in time to be presented at the regular February Board of Education public meeting, and the higher rate of pay will become effective January 1 or February 1, depending on the beginning of the contracted employee's contract year.
- G. This program is designed for professional improvement and does not imply promotional opportunities.
- H. The tuition payment program begins on the effective date of this agreement and is applied to courses completed before the last date of this agreement, dates of which are in the article entitled, "Duration of Agreement."

V.

PAYMENT

Submission of proof of completion must be in the Board Office prior to the first of the month in order for consideration of payment effective the following month.

VI.

REPORTS

The Superintendent or his designee will submit a report to the Association President containing the following: the number of applications for reimbursement, the number

of approved applications, the funds expended for first round request and, when applicable, the amount of funds expended or allocated for all other rounds. These reports will be submitted by October 31 and March 31 of the year covered by the Agreement. A final report will be submitted to the Association President by July 31 for the year covered by the previous agreement.

ARTICLE XI
HEALTH INSURANCE

I. ELIGIBILITY

- A. All regular employees who work at least 20 hours each week in their job category shall be eligible for employee benefits paid by the Board as prescribed by the Board, and as provided for in the school budget.
- B. Employees contracted for 10 or more months each year shall be eligible for 12 months' benefit coverage under this policy. Employees contracted for less than a 10-month period shall be eligible providing they work 50% or more of the contract year normal for their classification, and at least 20 hours each week.
- C. Employees on approved leave, i.e., medical, maternity, child care, shall be entitled to maintain existing group health benefits by paying premiums at the group rate through the Board for the period of one year only from the date of the leave.

II. BENEFITS

- A. Each employee may select Connecticut General Life Insurance Company or an approved health maintenance organization (HMO).

- B. The Board agrees to pay the full premium of medical-surgical insurance for all employees covered by this agreement to Connecticut General or an approved HMO provided the HMO benefit package is equal to and costs no more than that of Connecticut General coverage, for the contractual year(s). Full coordination of benefits will be implemented. These Board paid benefits shall include appropriate coverage not to exceed full family premium for hospitalization, medical-surgical, with the surgical expense benefit of \$14.00 per unit for surgical procedures other than those listed under the heading maternity, \$14.00 per unit for those listed under maternity, and "Rider J" type coverage, and major medical coverage to \$1,000,000.
- C. The Board agrees to pay Connecticut General for the same period the cost of dental insurance for all employees covered by this agreement. These benefits shall include the coverage listed in the present plan.
- D. When an employee is covered by Senior Coverage, the Board shall pay the premium cost of the appropriate plan of coverage.
- E. For those benefits not specified in paragraphs "A," "B," "C," and "D" Section II of this article, the Board shall maintain for this agreement all

benefits identical to those included in the master policies held by the Board and in force for the 1985-87 agreement. No additional riders or basic coverage is to be included beyond those specified above.

ARTICLE XII

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

I.

PERSONAL ILLNESS

- A. Twelve days of absence per year shall be allowed for personal illness, without pay deduction, for 10-month employees; 14 days per year shall be allowed for personal illness, without pay deduction, for 12-month employees. The unused time shall be accumulated without limit.
- B. Absences beyond leave provided for in "A" will be deducted on the basis of substitute pay for as many days as were accumulated up to the end of the previous school year.
- C. Payment for absence beyond accumulated days will be taken into consideration by the Board through the recommendation of the Superintendent.
- D. In all absences under this section exceeding five consecutive work days, the employee shall file a physician's certificate with the administrator to whom he is responsible.
- E. In Worker's Compensation cases, whenever any employee is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, his/her employer shall pay to such employee

the full salary or wages for the period of such absence for up to the calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the period the employee received or was eligible to receive a temporary disability benefit. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Worker's Compensation award made for temporary disability.

II. QUARANTINE

Absences due to quarantine not due to personal illness shall be allowed without deduction or reduction in days of sick leave, upon filing of certificate of quarantining officer.

III. CONTINGENCY

Contingency absence may be approved without pay deductions as follows:

- A. Whenever possible, applications to the appropriate administrator shall be submitted at least five (5) days in advance of the intended absence. If the reason for the absence arises less than five (5) days in advance, notice shall be provided as soon

as it is known. If the request is not specifically provided for in "1" through "9" in "C," then "miscellaneous" (10) should be checked and an explanation may be required by the Superintendent.

B. Five days will be allowed for contingency absences during the school year. Any unused days will be added annually to the employee's accumulation of days for separation pay upon termination of employment (See Article IX). Days accumulated under this provision are irretrievable for any purposes other than separation pay.

C. Absences under this category include:

1. Urgent personal family business which can only be transacted or conducted during the time that school is in session, warranting absence from duty.
2. Religious observance, requiring a full-day absence, should be requested on the appropriate form and submitted at least 2 weeks in advance.
3. Unforeseen occurrences that happen abruptly and which prevent the employee from coming to work.
4. Visits for medical or dental services that have been arranged at a prior date. This sort of leave may be used instead of using a sick

day. This option lies with the employee and should be so stated in advance. However, contingency days may not be used as sick days nor to supplement sick leave when all other benefits run out.

5. Care of an ill member of the family only when no one else is available.
6. College visitations, whether for transportation, parents' day, or other purposes will be judged individually with emphasis, as a deciding factor, on the urgency of the trip.
7. Court appearance, provided proof is filed with the Board.
8. Legal business that cannot be done at a time other than during the school day.
9. Graduation of employee, spouse or child.
10. Miscellaneous - Instances not specifically provided for above, at the discretion of the Superintendent.

IV. BEREAVEMENT ABSENCES (no charge)

- A. Five days per occurrence - death in immediate family (immediate family means husband, wife, father, mother, parent-in-law, child, brother, sister, and immediate members of the household).
- B. One day per occurrence - death of other relative.

C. If such days referred to in "A" and "B" prove inadequate for an employee, the Superintendent may accord appropriate relief.

V.

JURY DUTY

Any employee summoned for jury duty shall be free to serve with no alteration in salary, contingency days, or work schedule provided he/she requests an exemption from such service and the request was denied. A copy of the request shall be provided to the Superintendent's office.

ARTICLE XIII
MATERNITY AND CHILD CARE LEAVES

I. MATERNITY LEAVE

A. Definition

Maternity leave is for the purpose of giving birth to a child and the subsequent recovery of the mother.

B. Options (Articles XII, XIII)

1. Under XII a pregnant employee may choose to be treated as any other employee with a sickness or a disability.
2. Under XIII separate and distinct procedures are provided which the employee may ultimately choose to elect.

C. Application/Duration

1. Application for leave shall be made, in writing, to the Superintendent no later than 60 days prior to the beginning date of the leave.
2. Beginning and terminating dates of leave will be determined by federal guidelines and/or mutual agreement between the Superintendent and employee.

D. Reinstatement

At the expiration of the leave, the employee shall be reinstated as a full-time employee of the

Livingston Public Schools, at the appropriate step on the salary schedule.

E. Application for Early Return

If unusual conditions prevail, the employee may apply, on recommendation of the Superintendent to the Board, for permission to return to a position for which the employee qualifies, prior to the termination of the period for which leave was granted.

II. CHILD CARE LEAVE

A. Definition

Child care leave is for the purpose of care for a natural or an adopted child.

B. Application/Duration

1. Application shall be made, in writing, to the Superintendent and shall contain the reasons for requesting the leave and supporting information regarding the necessity of having the leave.
2. Application for child care leave shall be considered by the administration and the Board on an individual basis.
3. Beginning and terminating dates of leave will be determined by mutual agreement between the Superintendent and the employee. In the case

of an employee who adopts a child for whom that employee will have direct and major responsibility for rearing, child care may be granted upon receiving de facto custody of the child, or earlier, if necessary, in order to fulfill the requirements for adoption.

C. Reinstatement

At the expiration of the leave, the employee shall be reinstated as a full-time employee of the Livingston Public Schools, at the appropriate step on the salary schedule.

D. Application for Early Return

If unusual conditions prevail, the employee may apply, on recommendation of the Superintendent to the Board, for permission to return to the position for which the employee qualifies, prior to the termination of the period for which leave was granted.

E. Application for Extension

An employee may apply for and be granted by the Board, upon recommendation by the Superintendent, an extension of child care leave.

ARTICLE XIV

SABBATICAL LEAVE/TEACHERS

I. PURPOSE

Sabbatical leaves are designed to: (1) promote professional improvement, (2) improve professional competence so as to be of immediate and direct benefit to the efficiency of the Livingston Public Schools, (3) satisfy the paramount needs of the Livingston Public Schools.

II. ELIGIBILITY

- A. Any teacher who complies with stipulations hereinafter described may be granted a sabbatical leave of absence upon the recommendation of the Superintendent and with the approval of the Board.
- B. Sabbatical leave shall be understood to include one or more of the following activities: study in an accredited institution of learning, research and/or observation of problems connected with the professional's area of responsibility, and any other program approved by the Superintendent and the Board.
- C. Teachers will be eligible for sabbatical leave after 10 years of full-time, in-district employment.

III. NUMBER OF LEAVES AUTHORIZED

- A. The equivalent of two full-year, full-pay sabbaticals may be granted each school year.
- B. At the time when successful applicants are approved, an alternate for each sabbatical leave will be selected, provided that the application submitted by an alternate otherwise meets the applicable criteria and is recommended by the Superintendent and approved by the Board.
- C. In no case will an alternate be granted a sabbatical after July 1.

IV. APPLICATION FOR LEAVE

- A. Application for sabbatical leave shall be made to the Superintendent on or before November 15. Applications shall also include a formal sabbatical leave request and shall also include a program to be followed by the professional during the period of the leave.
- B. Approved sabbatical leave shall begin officially at the beginning of the immediately following school year in accordance with the official school calendar. The Board will notify all applicants of their status by February 15. Successful applicants are to notify the Board of their intentions by April 15. Any exceptions to this date will be

considered by the Superintendent or his designee in conference with the teacher.

- C. As a condition prerequisite to the granting of a sabbatical leave, the employee shall agree to continue in the service of the Livingston Public Schools for a period of at least 2 years after the expiration of the sabbatical leave.

V.

SALARY

- A. Sabbatical salaries will be at full pay in accordance with the applicant's step and status on the approved salary guide.
- B. Sabbatical salaries will be in accordance with the general time schedule for the payment of salaries in the Livingston Public Schools.
- C. In no case shall any employee's total earnings while on sabbatical leave exceed the amount of money he would have earned under contract had he remained in his teaching position for the year. If the sabbatical recipient is entitled to a financial consideration pursuant to the terms of the sabbatical program, that amount shall be treated as a fee payable directly to the Board.

VI. OUTSIDE EMPLOYMENT

During the period of the sabbatical leave of absence, personnel may not engage in any remunerative employment which interferes with the proper use of the sabbatical leave.

VII. STATUS OF TENURE AND POSITION

The period of sabbatical leave shall count as regular service for the purpose of retirement planning. Tenure rights shall not be impaired and the employee shall advance the usual step on the salary schedule.

VIII. REINSTATEMENT

At the expiration of the sabbatical leave, the employee shall be reinstated as a full-time employee of the Board.

IX. FINAL REPORT

The employee will submit a final written report to the Superintendent which will be reprinted in the Superintendent's monthly report. The report will relate the ideas gained and subsequent benefits expected and will be submitted not later than 90 days after the beginning of the period immediately following the sabbatical leave.

ARTICLE XV
GRIEVANCE PROCEDURE

I. STATEMENT OF PURPOSE

An employee is encouraged to resolve his/her grievance through informal discussion between the relevant parties at the lowest possible levels. If the formal grievance procedure is initiated, it shall not be mandatory to continue through all of its stages if a satisfactory resolution is achieved at lower levels. The Association shall have the right to grieve those items that are concerned with Association rights and privileges.

II. DEFINITION OF TERMS

- A. **Grievance:** A grievance shall mean a complaint by an employee that there has been an alleged misinterpretation, misapplication or violation of any of the provisions of the contract of which this grievance procedure is part, or any policy or administrative decision.
- B. **Employee:** The term employee shall include any regularly employed individual, whether full or part time, receiving compensation from the Board. It shall not include non-contractual employees such as substitutes, nor shall it include, in their

capacity as such, employees of collateral ventures of the Board such as the summer school.

- C. Exclusions: The term grievance shall not apply to any matter for which (1) a method of review is prescribed by law or State Board Rule; or wherein (2) the Board is without authority to act; or wherein (3) a complaint relates to the non-renewal or termination on notice of a nontenure employee's contract.

III. GENERAL PRINCIPLES

- A. No employee participating in the grievance procedure herein outlined, whether as a party or a representative, shall be subject to coercion, restraint, discrimination, or reprisal in his employment by reason of participation in a grievance procedure.
- B. Except at Stage III, all discussions, meetings and conferences shall, insofar as practicable, be conducted during normal daytime hours and without undue interference with the parties' regular duties, and maximum efforts shall be made to avoid involvement of students in any phase of the grievance procedure. It is to be expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board.

- C. The aggrieved shall have the right to be represented at all stages of the procedure, by himself/ herself, by 2 officers or designees of the employee unit, and/or by counsel. When an aggrieved exercises this right, written notice must be given 3 days in advance.
- D. Stipulated times provided for the grievance procedure are intended as outer limits to be strictly adhered to, except in cases of closing of school or extenuating circumstances, such as illness or personal emergency, in which events the aggrieved party and his superior at the then pending stage of the grievance shall mutually agree to appropriate extensions of time.
- E. This procedure generally provides for 3 stages of action, and in case of most employees it will operate at all stages. However, in the instance of some employees and by reason of their position within the organizational scheme prevailing in this district, Stage I in the procedure may be eliminated. No employee shall pursue a formal grievance with a superior who is also a member of the same unit. If such is the case, the employee shall commence his grievance at the stage determined by the position of his immediate

superior, and he shall follow the procedure as outlined herein.

- F. This grievance procedure and the administration of it shall, in all respects, comply with the laws and statutes of the State of New Jersey and with the Rules and Regulations of the State Board of Education, and to the extent that any provision of this procedure or the administration of it in any given case conflicts with any said law, statute, rule or regulation, then the conflicting portion of this procedure or the administration thereof in the particular case shall be null and void.
- G. Determinations at the Stage II level may be made by the Superintendent of Schools or his/her designee.
- H. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

IV.

STAGE I

- A. An employee having a grievance shall present it in the first instance in writing to his/her immediate superior within 30 school days after the occurrence of or his/her awareness of the event or events giving rise to the grievance.

B. The employee and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the aggrieved of his/her determination within 5 working days from the date of this original presentation of the grievance. The determination will be in writing.

V. STAGE II

A. In the event that the aggrieved is not satisfied with the determination arrived at in Stage I, he/she shall file a written petition with the Superintendent. This petition shall be filed within 15 working days from the receipt of notice of the determination arrived at in Stage I, and he/she shall deliver a copy of his/her petition to the administrator who made the determination at the Stage I level. Failure to petition within the 15 working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage I determination.

B. The petition to be filed shall contain at least the following:

1. A brief description of the grievance and the essential facts relating to the grievance, including an identification of the provisions

of the contract, board policy, or administrative decision which it is alleged have been misinterpreted, misapplied or violated.

2. The dates upon which the aggrieved first commenced Stage I proceedings and received notice of the Stage I determination.
 3. The aggrieved's understanding of the Stage I determination.
 4. A description of the action requested to be taken or of the relief requested to be granted by the Superintendent.
 5. The signature of the aggrieved shall constitute a representation that the petition's contents are accurate and that it is filed in good faith for the purposes stated.
- C. Upon receipt of the petition, the Superintendent shall direct the administrator making the Stage I determination to submit a written response to the petition setting forth his/her understanding of the following:
1. The nature of the grievance and the essential facts relating to it and the provisions of the contract, board policy, or administrative decision which are alleged to be involved.
 2. The dates upon which the Stage I proceeding was commenced and then determined.

3. The determination made at Stage I and the reasons for it.
 4. The signature of the Stage I superior shall constitute a representation that the determination made by him/her was arrived at after hearing all pertinent statements in the matter.
- D. Both the petition and the Stage I supervisor's answer shall be made available to the parties concerned.
- E. Utilizing the petition and the Stage I supervisor's answer and all other information and data, the Superintendent or his/her designee shall then proceed to determine the matter, and he/she shall advise the parties of his/her determination within 15 working days from the date upon which the petition was first filed with him/her. His/her determination shall be in written form.

VI. STAGE III

- A. In the event that the aggrieved is not satisfied with the determination arrived at in Stage II, he/she shall file a petition to the Board within 10 working days from the receipt of notification of the Stage II determination, and he/she shall subsequently deliver a copy of the petition to the

secretary of the Board. Failure to file a petition to the Board within 10 working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage II determination.

- B. The Board petition to be filed with the Board secretary shall contain at least the following:
1. An incorporation by reference of the Stage II petition and answer, copies of which shall be delivered to the Board secretary.
 2. The date upon which the aggrieved was informed of the Stage II determination.
 3. Any additional matters not otherwise set forth in the Stage II petition which the aggrieved wishes to call to the attention of the Board.
 4. A description of the action requested to be taken or the relief requested to be granted by or from the Board.
 5. The signature of the aggrieved shall constitute a certification of the above delineated items.
- C. Promptly after the filing of the petition, the Superintendent shall prepare a full and complete written report of his/her findings and determination made at the Stage II level, if one has not been previously prepared, and he/she shall file the

findings with the Board and deliver a copy to the aggrieved.

- D. Thereafter, the Board shall proceed to hear the matter as promptly as possible. The hearing shall be based upon the filed documents aforementioned, unless the aggrieved or the Stage II administrator requests the Board to schedule a hearing date for the presentation of other matters, in which event the Board shall do so. The Board shall then render its determination of the issue or issues presented by the grievance within 15 working days from the date of the filing of all papers or, in the case of a scheduled hearing, within 15 working days from the conclusion of the hearing.
- E. Initially, the Board's determination may be rendered orally; finally, the determination must be rendered in writing to the parties involved.

ARTICLE XVI

PRINTING THE AGREEMENT

Copies of the Agreement shall be reproduced and the cost of such preparation shall be equally shared by the Board and the Association.

ARTICLE XVII

DURATION OF AGREEMENT

THIS AGREEMENT, dated November 2, 1987, shall take effect July 1, 1987, and shall continue in full force and effect without change through June 30, 1989.

ARTICLE XVIII
ENTIRE UNDERSTANDING OF AGREEMENT

I. THIS AGREEMENT incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the term of this agreement, neither party shall be required to renegotiate concerning said issues for the period covered herein.

II. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

LIVINGSTON BOARD OF EDUCATION

BY:

Richard Richards
President

BY:

Frances Hummel
Asst. Secretary

LIVINGSTON EDUCATION ASSOCIATION

BY:

Robert C. Gray
President

BY:

William Joseph Chudowski
Secretary