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AGREEMENT

BETWEEN THE

Lawnside Borough of
BOARD OF EDUCATION OF THE BOROUGH OF LAWNSIDE

AND THE

LAWNSIDE EDUCATION ASSOCIATION

1988 - 1991

LAWNSIDE BOARD OF EDUCATION
426 CHARLESTON AVENUE
LAWNSIDE, NJ 08045

X July 1, 1988 - June 30, 1991

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AGREEMENT

* THIS AGREEMENT, made this 26th day of July, 1988, by and between the BOARD OF EDUCATION FOR THE BOROUGH OF LAWNSIDE, Lawnside, New Jersey, hereinafter referred to as the "Board" and the LAWNSIDE EDUCATION ASSOCIATION, of Lawnside, New Jersey, hereinafter referred to as the "ASSOCIATION".

WITNESSETH:

For and in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

ARTICLE 1

RECOGNITION OF BARGAINING UNIT

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all full-time, degree holding, permanently and provisionally certified teachers and nurses regularly employed by the Board, excluding, however, the Principal, Assistant Principal, and all other supervisory and non-professional employees of the Board.

B. Definition of a Teacher

The term "teacher", when hereinafter used shall refer to those individuals for whom the Association has the exclusive right to negotiate as defined in paragraph A. above.

ARTICLE 2

GRIEVANCE PROCEDURE

A. Definition of Grievance

A grievance is a claim processed in accordance with the terms of this Agreement, wherein the grievant(s) asserts that a term or condition of this Agreement, a Board policy or an administrative decision has been misinterpreted or wrongfully applied and affects a term or condition of employment.

B. Procedure

1. Time Limits

A grievance, whether formal or informal, must be initiated by the grievant in writing within fifteen (15) school days from the occurrence of said grievance or within fifteen (15) school days from the time when the aggrieved became aware or should have become aware of the alleged grievance.

2. Step 1 - Administrative Principal, Informal

A teacher who has a grievance may confer with the Administrative Principal in an attempt to resolve the matter informally. At the conclusion of this conference, a grievance report indicating the result of said conference shall be executed by both parties.

3. Step 2 - Administrative Principal, Formal

- a. If the result of grievant's informal conference (Step 1) is not satisfactory to grievant, then grievant must reduce the grievance to writing and file same with the Administrative Principal and the Lawnside Education Association within three (3) school days of the execution of grievance report mentioned in Step 1.
- b. If Step 1 is not utilized by grievant, then grievant shall file his written grievance with the Administrative Principal and the L.E.A. within the time period set forth in paragraph (B.1.).
- c. All written grievances shall specify:
 - (1) The term or condition of this Agreement or Board policy or Administrative decision which has been violated, misinterpreted or wrongfully applied and which affects a term or condition of this Agreement, and
 - (2) The extent of the injury, loss, or inconvenience resulting from the alleged violation of the term or condition of this Agreement, and
 - (3) The remedy sought.

Within seven (7) school days from the receipt of a written grievance in the form described above, the Administrative Principal shall provide grievant with a written decision.

4. Step 3 - Board of Education

If the grievance is not resolved to the grievant's satisfaction after completing Steps 1 and 2, the latter, which is mandatory, then within five (5) school days after the receipt of the Administrative Principal's decision, said grievant may request a review by the Board. This request must be submitted in writing directly to the Board through its Secretary.

The Board, or committee thereof, shall review the grievance and shall within thirty-five (35) calendar days of the receipt of said grievance, render a written decision.

5. Step 4 - Right to Arbitration

a. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, the grievance may be submitted to arbitration by the Association when it relates to the express, written terms of the Agreement. If arbitration is requested, the Association shall notify the Board and the American Arbitration Association within ten (10) school days of the receipt of the Board's decision in Step 3 of the grievance procedure.

b. The following procedure shall be used to secure the services of an arbitrator:

(1) A request will be made to the American Arbitration Association to submit a roster of five (5) persons qualified to function as an impartial arbitrator in the dispute in question.

(2) If the parties are unable to agree upon a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to agree upon a mutually satisfactory arbitrator from the second list, either party may request the American Arbitration Association to designate an arbitrator within ten (10) school days from receipt of such list.

c. The arbitrator shall limit himself to the interpretation and application of the terms of this Agreement, to the issues submitted to him, and shall not add to nor subtract anything from the Agreement between the parties.

d. The decision of the arbitrator shall be binding upon the parties. The arbitrator's decision is limited to disputes involving the express, written terms of the Agreement.

- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne by the party who has received an adverse ruling. The above-mentioned costs shall be equally shared in matters involving a split decision. "Split decision" is defined as one in which each party prevails on at least one substantive (merit) decision. It does not include circumstances in which a party prevails on procedural issues, such as timeliness.

C. Miscellaneous Procedural Provisions

1. The Year-End Grievances

In the event a grievance is filed at a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, then, in that event, the Board shall, at its next regularly scheduled meeting or special meeting, whichever first occurs, review and decide said grievance. The decision of the Board under these circumstances shall be communicated in writing to the grievant within ten (10) school days of the decision.

2. Group Grievance

If, in the judgment of the Association, a grievance directly affects a group or class of teachers, the Association, pursuant to Section C.3. below may submit such grievance in writing directly to the Administrative Principal with the processing of said grievance commencing at Step Two. A group grievance shall be defined as the filing of two or more persons of a grievance pursuant to the terms of this Agreement. In determining the number of grievances filed during any period of time specified within this Agreement, a group grievance shall be considered as one grievance and all grievances emanating from the same facts shall be considered as part of the one filed even though an individual grievant does not desire to be heard. Any decision rendered by the Board or final arbiter shall be binding upon the unit as heretofore defined.

3. Association - Party in Interest

Where the Association is not representing an individual grievant or group of grievants but during the determination of any grievance the interpretation of the terms of this agreement are in issue and the result thereof can adversely affect teachers as a class, said Association may, and is hereby granted standing to be

heard prior to the rendition of any decision, upon Association giving Board two (2) school days' notice of their intent to invoke the privilege of standing, subject, however, to the right of the aggrieved party to exclude all persons where his or her personal matters are in issue and being discussed.

4. Forms

The forms for filing grievances, certain notices, taking appeals, making reports and recommendations, shall be those annexed to this Agreement and marked as Exhibit "A".

5. Meetings and Hearings

All meetings and hearings under this grievance procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article, unless otherwise excluded hereunder.

6. All time periods set forth under the grievance procedure are mandatory and irrevocable unless waived by the mutual written consent of the parties hereto.

7. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

D. Employees are required to carry out all administrative directives despite an alleged contract violation or the pendency of a grievance.

E. The Association agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employment), work stoppage, slowdown, walkout or other action against the school district. The Association agrees that such action would constitute a material breach of this Agreement. The Association further agrees during the term of this Agreement that it will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.

F. The School Board agrees that during the term of this Agreement, neither the Board nor any of its agents will cause, authorize or support the locking out of the employee in this bargaining unit.

G. Rights of Teachers to Representation

A grievant may be represented at all stages of grievance procedure by himself or, at his option, by a representative selected or approved by the Association.

ARTICLE 3

TEACHER RIGHTS

A. Statutory Savings Clause

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. Maintenance of Benefits

Those benefits the teachers are presently receiving and which are not a matter of contract but of apparent privilege shall be maintained by the Board during the term of this Agreement. These benefits, if a matter of administrative decision or Board policy, shall not be the subject matter of, and are expressly excluded from that portion of the grievance procedure beyond Board level.

C. Required Meetings or Hearings - Notice and Representation

Whenever any teacher is required to appear before the Board, or any committee or member thereof, concerning any matter wherein the Administrative Principal or Board contemplates terminating a teacher in his office, position, or employment or reducing the salary or withholding any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him during such meeting or interview.

* Deletion

D. Criticism of Teachers

Any criticism by a supervisor, administrator, or Board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.

E. Association Identification

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

ARTICLE 4

ASSOCIATION'S RIGHTS AND PRIVILEGES

A. At the Association's expense, the Board agrees to furnish to the Association, at the Association's request, all information to which it is entitled by law.

B. Release Time for Meetings

Whenever any representative of the Association or any teacher participates during working hours in contract negotiations, grievance proceedings and conferences or meetings relating to contract negotiations or grievance procedures where the Board is a participant, he shall suffer no loss of pay.

C. Association shall have the right to utilize the school building if its use conforms to the enunciated policy of the Board and all other requirements for its use are complied with. Association may have the use of the bulletin board in the teachers' room for its communicative purpose. Under no circumstance shall the Association or its individual members utilize any of the machinery, equipment, or other personal property or supplies of the district without the written consent of the Board.

ARTICLE 5

TEACHING HOURS

A. Check-In Procedure

As professionals, teachers shall devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by placing their initials in the appropriate column of the faculty "sign-in" roster.

B. Length_of_Day

The normal work day for teachers shall not be more than seven (7) hours and twenty (20) minutes, including a duty-free thirty (30) consecutive minute lunch period, subject to the operational needs of the school and the safety of the students.

C. Arrival_and_Dismissal_Time

Teachers shall be on duty at least twenty (20) minutes before homeroom begins and in their classrooms at least ten (10) minutes before homeroom begins and shall remain after dismissal of their classes for such time as is necessary to meet their professional responsibilities, but in any event for at least thirty (30) minutes. Teacher dismissal shall be fifteen (15) minutes after student dismissal on every Friday and on the days preceding a holiday.

D. Meetings

1. Teachers may be required to remain after the end of the regular work day without additional compensation for the purpose of attending faculty or other professional meetings; said meetings, however, must convene within twenty (20) minutes of normal student dismissal time.
2. Meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school, so far as practicable.
3. Teachers shall have the opportunity to suggest items for the agenda of any faculty meeting. The Administrative Principal shall give two (2) days' notice of such meeting. The notice, where practicable, shall set forth the agenda.
4. No faculty meeting shall extend beyond one (1) hour of the normal and regular work day.
5. There shall be no more than two (2) meetings per month. If a third meeting is deemed appropriate, the Administrative Principal may call the same but not without first consulting with the designated representative of the faculty. Back-to-School Night and two (2) Parent Conferences will be counted as the third meeting in the month in which they occur. The early release Parent Conferences are not affected by these limits.

E. Leaving the Building

Teaching staff members may leave the building during their duty-free lunch period without requesting permission, so long as they sign in and out on the duty roster.

F. Preparation Time

All classroom teachers shall have one (1) forty-five (45) minute preparation period per full school day.

ARTICLE 6

TEACHER EMPLOYMENT

* Deletion

A. Notification

Teachers will be notified of their contract and salary status for the ensuing school year by April 30. Teachers shall advise the Board of their acceptance or rejection of the Board's employment offer by June 1.

B. Work Stations

1. All teachers shall be given written notice of their class or subject stations, building and room stations for the forthcoming year, not later than June 15.
2. In the event that changes in said previously published class, or subject schedules or building or room stations become necessary, the affected teaching staff member shall be notified in writing within ten (10) working days said change becomes necessary. Notice shall be considered as given if mailed to the last address set forth in the personnel file of said teaching staff member.

C. In-School Work Year

The in-school work year for teaching staff members employed on a ten (10) month basis shall not exceed one hundred and eighty-six (186) work days.

ARTICLE 7

SALARIES

* A. 1. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedules A, B, and C which are attached hereto and made a part hereof.

- * 2. In the event that the State of New Jersey enacts new teacher minimum salary legislation during the life of the Contract, any State monies which actually replace Board monies on the scattergram, said replaced Board monies shall be redistributed to employees already above the new minimum salary amount. The nature of such distribution shall be resolved by negotiations between the parties.

B. Salary Adjustments

Teachers who complete degree requirements or credits which change their salary status during spring or summer shall be placed on the appropriate level of the salary guide in September. Teachers who complete degree requirements or credits which change their salary status during the fall semester shall be placed on the appropriate level of the salary guide in February of that year.

- C. The teacher will be granted a full salary guide step if she/he qualifies and if she/he works more than ninety (90) days. Working ninety (90) days or less shall result in no advancement on the salary guide.

D. Method of Payment

1. Teachers employed on a ten (10) month basis shall be paid bi-weekly.
2. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day, unless unforeseen emergencies prevent payment being made.
3. Teachers may elect at the commencement of the school year to participate in a twelve (12) month pay plan. Teachers so electing shall have a specified dollar amount or percentage of gross salary deducted from their pay and deposited in an account to their individual credit with the Camden County Teachers Credit Union. Any change in either the participation of a teacher in the plan or the amount of the deduction must be received in writing by the Business Office by

the 30th of the month preceding the change. If a teacher withdraws completely from participation, he/she shall not be permitted to re-enter the plan during that school year.

4. There shall be a maximum of three (3) savings, investment and/or IRA plans offered for payroll deduction in addition to the plan under D.3 above. The three which shall be allowed during a school year shall be those three which have the highest number of enrollees by June 15 preceding the school year. Enrollment and deductions shall be governed by the plans' terms. Initial enrollment, withdrawal or a change in the amount of the deduction shall be allowed during the school year if notice of said change is received in writing by the Business Office by the 30th of the month preceding the change and if the plans' terms allow.

ARTICLE 8

TEACHER EVALUATION

A. General Criteria

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. Teachers shall be evaluated only by persons qualified to do so in accordance with the laws of the State of New Jersey.

B. Frequency

Efforts will be made to conduct classroom observations of the work performance of all teachers as often as deemed necessary for a proper evaluation of the teacher's performance but at least twice a year for tenured teachers and three times per year for nontenured teachers.

C. Evaluation Report

1. The written report shall indicate the teacher's strengths and weaknesses and include specific recommendations as to measures which the teacher must take to maintain and improve the indicated strengths and correct indicated weaknesses. A teacher shall receive a copy of any evaluation report prepared by the evaluator at least one (1) day before any conference to discuss said report.

2. Teachers shall be afforded the opportunity to review, with the individual making a written report of the observation, the contents thereof and to append his or her comments with respect to such contents. The teacher shall sign such report to indicate that it has been shown to and read by him. The substance of said report is not subject to arbitration or other terms of this Agreement.

D. Personnel Records

File - A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at his expense of any documents contained therein. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall also have the right to submit a written answer to such material. His answer shall be reviewed by the Administrative Principal and attached to the file copy. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

ARTICLE 9

COMPLAINT PROCEDURE

Complaints regarding a teacher made to any member of the administration by a parent, student, or other person which may be used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to such complaint and shall have the right to be represented by the Association at any meeting or conference regarding such complaint.

ARTICLE 10

TEACHER-ADMINISTRATION LIAISON

- A. The Association may select a committee of not more than three (3) faculty members to meet, in an advisory capacity, with the Administrative Principal or his representative to review and discuss current school problems exclusive of

* terms and conditions of employment. These meetings shall take place in October, January, and March of each school year on dates mutually agreed upon.

- B. Minutes of each meeting shall be forwarded to the Board for informational purposes. It is understood that such submission requires no action by the Board. The Administration shall forward copies of the minutes to each member of the Committee and to the Association President.

ARTICLE 11

SICK LEAVE

- A. Employees covered by this Agreement will be allowed ten (10) sick leave days per year.
- B. Bargaining unit members employed after the beginning of the school year shall, at the time of employment, be credited with sick leave, in an amount proportionate with the number of months and portion of a month remaining in the school year.
- C. Any unused sick leave remaining at the end of a given year shall be credited as additional days of sick leave for the following year and shall be cumulative from year to year.
- * D. Employees who retire from the Lawnside School District and begin receiving payments under the T.P.A.F. system shall be paid twenty-five dollars (\$25.00) per day for the first fifty (50) days of unused accumulated sick leave days and thirty dollars (\$30.00) per day for the next fifty (50) days up to a maximum payment of two thousand seven hundred fifty (\$2,750) dollars (one hundred days). Effective July 1, 1990, such employees shall be paid thirty-five dollars (\$35.00) per day for a maximum of one hundred twenty-five (125) unused accumulated sick leave days. The maximum payment under this plan shall be \$4375.

ARTICLE 12

TEMPORARY LEAVES OF ABSENCE

A. Personal

1. Two (2) days' leave of absence with pay will be allowed for personal matters which cannot be handled outside of school hours. The granting of such leave will be

subject to prior approval of the Administrative Principal and the operational needs of the school system, but in all cases, at least two (2) days' notice must be given to the Administrative Principal.

2. In the event that personal leave is not utilized during a year it shall be converted to accumulated sick leave.

B. Death

1. Up to five (5) days' leave of absence with pay at any one time will be allowed in the event of death of a teacher's spouse, natural or legally adopted child or children, or mother or father; two (2) days' leave for sisters or brothers and one (1) day leave for in-laws of above category.
2. Effective upon ratification of this Agreement there shall be a maximum of one (1) day annually for bereavement leave in the event of the death of a teacher's grandparent or grandchild.

C. School Visitation

Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature with the prior approval of the Administrative Principal.

ARTICLE 13

EXTENDED LEAVES OF ABSENCE

A. Maternity

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

1. The Board may remove any pregnant teacher from her teaching duties on any one of the following basis:
 - a. Her teaching performance substantially declines from the period preceding pregnancy.
 - b. Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if:
 - (1) The pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching, or

(2) The Board's physician concludes she is unable to continue teaching.

c. Any other just cause that is found to exist in N.J.S.A. Title 18A.

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

3. Any tenured or nontenured teacher seeking such leave shall apply to the Board thirty (30) school days prior to the beginning of leave. At the time of application, the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require any teacher to produce a certificate from a physician in support of the requested leave dates.

The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested dates upon finding that the granting of leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school. Following the granting of such leave to any teacher, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change is not medically contraindicated.

The Board may require any teacher to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician.

4. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The maternity leave period shall not be counted for tenure purposes.

5. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence.

B. Child-Rearing Leaves

1. A nontenured teacher shall only be entitled to a leave up to the expiration of his/her contract.
2. Tenured approved leaves of absence shall run from their commencement date until the end of that school year. These leaves of absence may be extended for the subsequent full school year by applying to the Superintendent of Schools by April 1st of the initial leave year or within thirty (30) days after the date of birth or adoption, whichever is later. No further extensions shall be granted.
3. Nothing herein shall prevent the employee and the Board from agreeing that a tenured teacher may return on other than the beginning of a school year if such earlier return is administratively convenient to the Board. Such decision is not grievable.
4. Application
 - a. Application for child-rearing leave shall be made by the teacher to the Superintendent at least ninety (90) days prior to the anticipated birth of a child.
 - b. Any teacher adopting a child shall be granted a child-rearing leave in conformity with the provisions of B.1. or B.2. as relevant, which shall commence upon the date such employee obtains custody of the child. Since such date of custody cannot be predicted in all cases, notices shall be given to the Superintendent at least ninety (90) days prior to the anticipated date of custody if possible and, if not, as soon as practicable. The expiration of all child-rearing leaves shall coincide with the beginning of the next school year unless a tenured teacher is permitted to return at another time under the provisions of B.3. above.
5. Child-rearing leave time shall not be credited toward salary nor shall the time involved in such leave be counted toward the fulfillment of the time requirements for acquiring tenure.
6. Upon return from a leave of absence under A. or B. above, the teacher shall be reinstated in her same position or a position for which she is certified.

7. A teacher on a voluntary leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. An employee on a child-rearing leave may elect to continue their Blue Cross/Blue Shield insurance by prepaying the Board Office for each quarter for which coverage is desired. A failure to prepay shall constitute withdrawal from said insurance. This agreement is subject to Article 15, E.
8. Consecutive leave under B. shall not be granted to any employee.
9. If during the term of any leave under B. an employee is employed by another employer during any portion of the regular school day, he or she will be deemed to have terminated leave under said provisions and to have abandoned his or her position. If a teacher on a child-rearing leave applies to return earlier under B.3. and is turned down by the Board, he/she may seek employment outside during the workday effective the date the employee was willing to return.
10. Under this clause, an employee may substitute in the District at the substitute's rate of pay.

C. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason. A request must be made to the Board fifteen (15) days before their regular meeting.

ARTICLE 14

SABBATICAL LEAVE

A. Minimum Time to Qualify

Teachers who are permanently certified and who have completed a minimum of seven (7) years of continuous service in the Lawnside School District may apply for sabbatical leave for the purpose of graduate study in the field of education.

B. Conditions

Sabbatical leave may be granted, subject to the following conditions:

1. No more than one (1) member of the faculty will be eligible for sabbatical leave during any one year.
2. Sabbatical leave shall normally be for a full year, however, a one-half (1/2) year leave may be granted providing adequate provision can be made for filling the one-half (1/2) year vacancy.
3. Teachers will be awarded half pay for a full year's leave or full pay for one-half (1/2) year's leave.
- * 4. A teacher who is granted a sabbatical leave agrees to return to the District for a period of at least two (2) full years after his/her sabbatical leave. In order to be considered for a sabbatical leave, the applying teacher shall sign a promissory note indicating his/her obligation to repay the District in full for all monies expended by the District for the leave in the event that he/she does fail to continue working for the District for the two (2) full years.
5. Upon returning from sabbatical leave, the teacher shall present a written report to the Board on the results of his year of study and show satisfactory completion of the proposed program of study by exhibiting a transcript.
6. The sabbatical leave shall be computed as equivalent to teacher experience in determining future salary status.

ARTICLE 15

MEDICAL INSURANCE PROTECTION

- A. 1. The Board agrees to provide, without cost to the teacher, medical insurance protection by enrolling said teacher into what is commonly referred to as the Blue Cross/Blue Shield Plans for the teacher, and where appropriate, the spouse and child of said teacher.
- *Deletion * 2. During the term of this Agreement, the Board shall permit unit employees who retire on or after July 1, 1982, to pay to the Board the cost of remaining as a member of the Blue Cross/Blue Shield group.
- * 3. During the term of this Agreement, the Board shall permit unit employees who are, or were, laid off after April 1, 1982, to pay to the Board the cost of remaining as a member of the Blue Cross/Blue Shield group.

- * 4. The agreements under 2. and 3. are subject to insurance carrier rules and Board administrative procedures for the payment of such premiums.
- B. The Board agrees to provide, without premium cost to the teacher, a medical drug prescription plan for said teacher and family.
- * C. There shall be single dental plan at a Board cost not to exceed one hundred fifty (\$150.00) dollars per enrolled employee annually. (July 1 through June 30).

ARTICLE 16

VOLUNTARY PAYROLL DEDUCTIONS - AGENCY FEE

- A. The Board agrees to deduct dues from the salaries of its teachers for the Lawnside Education Association, the Camden County Education Association, the New Jersey Education Association, and the National Education Association, or any one or any combination of such Associations, as said teachers individually and voluntarily authorize the Board to deduct.
- B. Agency Fee
 - 1. Determination of Fee

Prior to the beginning of each academic year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the academic year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law. Employees whose religious beliefs prohibit payment of such a fee are excluded from this Agreement.
 - 2. Deduction and Transmission of Fee
 - a. Notification

Once during each academic year the Association will submit to the Board a list of those employees who have not become members of the Association for the then current academic year. The Board will deduct from the salaries of such employees, in accordance with Paragraph b. below.

b. Payroll Deduction Schedule

The Board will deduct the representation fee from the paychecks paid to each employee on the aforesaid list during the remainder of the academic year in question.

c. Termination of Employment

In the event the employment of an employee is ended prior to the conclusion of a school year, the following deduction schedule will be in effect:

- (1) Employees whose employment ends prior to January 1 in any school year - the Board will deduct an amount from the last paycheck which will, when added to representation fee deductions made prior to employment termination, amount to 40% of the annual representation fee.
- (2) Employees whose employment ends between January 1 and the last working day of the school year - the Board will deduct an amount from the last paycheck which will, when added to the representation fee deductions made prior to employment termination, amount to 100% of the annual representation fee.

d. Mechanics

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

e. New Employees

Representatives of the Association shall receive upon request a written list of names, job titles and dates of employment of any new employees.

3. Indemnification

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

ARTICLE 17

EDUCATIONAL IMPROVEMENT

- A. 1. The Board will reimburse those teachers who continue to improve their skills and educational background for their tuition costs up to a limit of six (6) credits per year.
- * 2. Three (3) additional credits shall be reimbursed if the course is in elementary education. These credits are subject to the other limits of A.1., B. and C.
- B. The amount paid by the Board for said credits shall be limited by the per credit costs assessed by New Jersey colleges and universities in the school year the credits are earned. Teachers must receive prior written approval of the selected courses from the Administrative Principal.
- C. All approved courses under A. shall be reimbursed if a grade of "B" or better is attained. Proof of grade must be submitted prior to reimbursement.
- D. Required Training - The Board agrees to pay the full cost of registration incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested to take by the administration.

ARTICLE 18

MANAGEMENT'S RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations; (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in the school district and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the method means and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district.

ARTICLE 19

UNDERSTANDING OF THE PARTIES

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

All terms, conditions, dates and times set forth in this Agreement have been specifically bargained and negotiated for and shall not be the subject of the principle of waiver.

ARTICLE 20

MISCELLANEOUS PROVISIONS

A. Separability

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

B. Compliance Between Individual Contract and Master Agreement

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

C. Non-Tenure

Non-tenured teachers who are not reemployed by the Board will be afforded such rights to notice and hearing as the New Jersey Laws and Regulations may prescribe.

D. Non-Waiver

Anything to the contrary notwithstanding, nothing in this Agreement shall be deemed to constitute a waiver by the Board of, or to deny or restrict the Board in the exercise

of the rights, responsibilities, or authority granted to it under applicable statutes.

E. Modification

Whenever any writing, report, decision, or notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter at the following addresses:

1. If by the Association to the Board:

Lawnside Public School
426 Charleston Avenue
Lawnside, New Jersey 08045

2. If by the Board to the Association:

Lawnside Public School
426 Charleston Avenue
Lawnside, New Jersey 08045
c/o Lawnside Education Association

G. Counterparts

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts shall, together, constitute and be one and the same instrument. Board agrees to provide Association with three (3) copies of this Agreement.

ARTICLE 21

DURATION OF AGREEMENT

* This Agreement shall be effective as of July 1, 1988, and continue in effect through June 30, 1991.

LAWNSIDE EDUCATION
ASSOCIATION:

BOARD OF EDUCATION FOR THE
BOROUGH OF LAWNSIDE:

Caundra Brown

President

J. Bryant

President

Lina M. Clay

Secretary

Theresa Jutt

Secretary

EXHIBIT "A"

Grievance # _____

Lawnside School District

GRIEVANCE REPORT

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance

- (a) The term or condition of this Agreement which has been violated, and
- b The extent of the injury, loss, or inconvenience resulting from the alleged violation of the term or condition of this Agreement, and)

2. Relief Sought _____

Signature _____ Date _____

C. Disposition by Administrative Principal or Immediate Superior

Signature or Principal or Immediate Superior _____ Date _____

D. Position of Grievant and/or Association _____

Signature _____ Date _____

STEP II

A. Date Received by the Board _____

B. Disposition of the Board _____

Signature _____ Date _____

STEP III

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature _____ Date _____

Distribution of Form

1. Board
2. Administrative Principal
3. Association
4. Teacher

**SCHEDULE A
1988-1989**

STEP		BA	BA+20	MA
OLD	NEW			
***	1	21000	21500	22100
1	2	21243	21786	22438
2-5	3-6	22112	22656	23308
6-8	7-9	23090	23634	24286
9	10	23688	24231	24883
10	11	24340	24883	25535
11	12	25426	25970	26622
12	13	26133	26676	27328
13	14	26948	27491	28143

Employees who were on Step 14 in 1987-1988 or who were off-guide in 1987-1988 are off-guide in 1988-1989. Their salaries have been negotiated and are contained in a separate memo between the parties.

Longevity: Any employee who has completed 25 years of service to the Lawnside School System shall receive an additional \$1000 over the appropriate salary from the above guide. Said longevity payment will begin on the September 1st following the completion of the 25th year.

SCHEDULE B
1989-1990

STEP		BA	BA+20	MA	STEP	STEP
OLD	NEW				NEW	OLD
***	1	22500	23000	23600		***
1	2	22859	23403	24056		1
2	3	23123	23714	24424		2
3-6	4-7	24069	24661	25370		3
7-9	8-10	25134	25725	26435		4-7
10	11	25784	26376	27085		8-10
11	12	26494	27085	27795		11
12	13	27677	28268	28978		12
13	14	28445	29037	29747		13

Employees who were on Step 14 in 1988-1989 or who were off-guide in 1988-1989 are off-guide in 1989-1990. Their salaries have been negotiated and are contained in a separate memo between the parties.

Longevity: Any employee who has completed 25 years of service to the Lawnside School System shall receive an additional \$1000 over the appropriate salary from the above guide. Said longevity payment will begin on the September 1st following the completion of the 25th year.

SCHEDULE C
1990-1991

STEP		BA	BA+20	MA
OLD	NEW			
***	1	24000	24500	25100
1	2	24473	25017	25670
2	3	24863	25455	26166
3	4	25151	25794	26566
4-7	5-8	26180	26823	27595
8-10	9-11	27338	27981	28753
11	12	28046	28689	29461
12	13	28817	29461	30233
13	14	30104	30747	31519

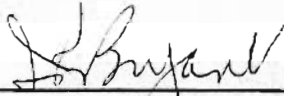
Employees who were on Step 14 in 1989-1990 or who were off-guide in 1989-1990 are off-guide in 1990-1991. Their salaries have been negotiated and are contained in a separate memo between the parties.

Longevity: Any employee who has completed 25 years of service to the Lawnside School System shall receive an additional \$1000 over the appropriate salary from the above guide. Said longevity payment will begin on the September 1st following the completion of the 25th year.

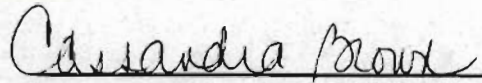
SIDEBAR AGREEMENT

The undersigned, on behalf of the Board and the Association, agree to the following:

In the event that the Board and/or the Administration change a teacher's grade of a student, the teacher will be notified of said change ^{/in writing}



For the Lawnside
Board of Education



For the Lawnside
Education Association

