

AGREEMENT BETWEEN

THE LOWER ALLOWAYS CREEK BOARD OF EDUCATION

AND

THE LOWER ALLOWAYS CREEK EDUCATION ASSOCIATION

COVERING THE PERIOD

July 1, 2011 to JUNE 30, 2014

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PREAMBLE

THIS AGREEMENT entered into this 8th day of May, 2012, by and between the Board of Education of Lower Alloways Creek Township, Lower Alloways Creek, New Jersey, hereinafter called the “Board”, and the Lower Alloways Creek Education Association, hereinafter called the “Association”.

ARTICLE I: RECOGNITION

- A. Unit. The Board hereby recognizes the Lower Alloways Creek Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified teaching personnel employed by the Board including the school nurse.
- B. Definition of Teacher. Unless otherwise indicated, the term “teacher” when used hereinafter in this agreement shall refer to all recognized professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II: NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Procedure. The parties agree to enter into collective negotiations 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 teachers’ employment. Such negotiations shall begin in accordance with guidelines adopted by P.E.R.C.
- B. Modification. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III: TEACHER RIGHTS

- A. Required Meetings and Hearings. Whenever any teacher is required to appear before the Chief School Administrator or his/her designee, Board or any committee member, representative, or agent thereof concerning matters which could adversely affect the continuation of that teacher in his/her office, position, or employment, or the salary or any increment pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- B. Criticism of Teachers. Criticism by an administrator or Board member of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.
- C. Separability. If any provision of this agreement or any application of this agreement to any employee or any group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Printing Agreement. Copies of this agreement shall be printed at the expense of the Board after agreement with the Association. The agreement shall be presented to all teachers.

ARTICLE IV: ASSOCIATION RIGHTS AND PRIVILEGES

- A. Use of School Buildings. The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings. Approval shall be required after 5 p.m. by the Board President or his designee.
- B. Use of School Equipment. Subject to Board approval, the Association shall have the right to use school facilities and equipment (with the exception of the kitchen) including typewriters, all types of office equipment and audiovisual equipment, other duplicating equipment including copiers and calculating machines, at reasonable times after school hours when such equipment is not otherwise in use.

- C. Office Space. The Association shall be provided, without cost to it, adequate filing space in a building at a location and of a description to be mutually agreed upon.

ARTICLE V: TEACHER EMPLOYMENT

- A. (1) Placement on Salary Schedule. In accordance with N.J.S.A. 18A: 29-9, whenever a person shall accept employment as a teacher in this school district, his/her initial placement on the salary scale shall be at such point as may be agreed upon between the individual and the Board of Education, up to the total number of years past experience in public school education.

Additional credit on the salary schedule for military service, to a maximum of four (4) years, shall be given in accordance with N.J.S.A. 18A:29-11.

(2) Mid-Year Salary Adjustments. Mid-year salary adjustments shall be made in the second pay period in January, or in the second pay following submission of proof of academic credits earned, whichever date is later, for those teachers acquiring credits that put them on another salary scale in the District.

- B. Notification of Contract and Salary. Teachers shall be notified of their contract and salary status for the ensuing school year no later than May 15th, or as per legislative action.
- C. Return of Contract. Teacher contracts are to be returned no later than June 1st. Failure of a non-tenured teacher to return a signed contract on or before June 1st shall be considered a waiver by the non-tenured teacher of any right to further employment by the Board of Education. Failure of a tenured teacher to return a signed contract on or before June 1st shall constitute an acknowledgement of the teacher of no objection to the terms of the contract.

ARTICLE VI: SALARIES

- A. Salary Schedule. The salaries of all employees covered by this agreement are set forth in the schedules which are attached hereto and made a part hereof.
- B. Method of Payment. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their paychecks on the last previous working day.
- C. Final Pay. Teachers shall receive their final checks on the last working day in June, after all records, rooms, and financial obligations are in order.
- D. Ten (10) Month. Each teacher employed on a ten-month basis shall be paid in twenty (20) equal semi-monthly installments.
- E. CUMCO Federal Credit Union. Each teacher may individually elect to have a designated percentage of his/her salary deducted from each pay under the rules of the CUMCO Federal Credit Union.
- F. Tax-Sheltered Annuity. Teachers are permitted to authorize payroll deductions for contributions to a tax-sheltered annuity plan. The plan shall be approved by the Board, but the Association shall be entitled to propose a plan or plans to the Board. No liability shall attach to the Board as a result of the plan it selects.

The authorization for a payroll deduction can be made only during the following two enrollment periods:

- (1) Between September 15 and 30; and
- (2) Between January 15 and 30 for deductions effective the following pay.

Once the employee has designated an amount to be deducted, such amount may not be changed until the next enrollment. Any authorization for deduction under this section shall be made in writing to the Board Secretary.

- H. Direct Deposit. As of September 1, 2011, all contracted employees are required to have their paycheck direct deposited into a bank account of the employee's choice. Delays resulting from an employee's bank schedule, or its policy on direct deposit, including when funds are posted and available, are not the responsibility of the Board. The District is not responsible for charges assessed to an employee resulting from errors in bank transmission, for the employee's premature withdrawals of funds, or for any charges that an employee's bank may apply to such direct deposit services.
- I. Ten-month employees must be employed ninety-one teaching days on a paid status in a contract year to progress to the next vertical step of the salary guides

ARTICLE VII: TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year, subject to the conditions set forth below.

- A. Personal. Three days leave of absence for personal, legal, business, household or family matters which cannot be conducted other than during normal school hours. Any request must be submitted to the Chief School Administrator on the appropriate form at least three (3) school days prior to the date of anticipated absence, except in case of emergencies. No more than two (2) teachers shall be released on any given school day. Such days may not be taken on the day before or the day after a holiday unless the reason is approved by the Chief School Administrator.
- B. Bereavement. Up to five (5) consecutive school days at any one time in event of the death of a teacher's immediate family including the following: spouse, parent, child, brother, or sister. Up to three (3) consecutive school days at any one time in the event of the death of a teacher's son-in-law, daughter-in-law, father or mother-in-law, immediate brother or sister-in-law, immediate grandparents, or grandchild. Bereavement leave shall commence the day after the death of the family member.
- C. Funeral. One day shall be granted for the purpose of attending the funeral of a grandparent of a spouse or brother or sister-in-law not included in B above.

D. Good Cause. Other leaves of absence with pay may be granted by the Board for good reason.

E. Sabbatical Leave. Sabbatical leave for full-time teachers in this unit, as such is defined in Article I of this Agreement, is provided under the following regulations:

1. Sabbatical leave may be granted by the Board only for the purposes of study, teaching scholarships and/or fellowships.
2. Applicants must have completed a minimum of ten (10) consecutive years of teaching experience in the Lower Alloways Creek School District before being eligible for sabbatical leave.
3. No teacher shall be given such leave of absences more often than once every ten (10) years.
4. No more than one (1) teacher may be absent on sabbatical leave any time. If, however, a candidate approved for sabbatical leave prefers to limit his or her leave to one (1) semester, another member of the professional unit may be granted sabbatical leave for a period not to exceed one (1) semester.
5. Applications for a sabbatical leave shall be made in writing to the Chief School Administrator on or before January 15th of the school year preceding the school year for which the leave is sought. All applicants for sabbatical leave shall be notified of the Board's final decision on or before February 28th of the school year preceding the school year for which sabbatical leave has been requested.
6. A criteria committee of three (3) teachers and three (3) Board members, or their designees, shall establish the criteria for the selection of teachers for the granting of sabbatical leave. Upon verification of the eligibility of the applicants by the Chief School Administrator, the Board shall have the responsibility of granting leaves on the basis of the criteria developed by the committee. The Board shall have the final decision as to whether or not a sabbatical leave is granted, the terms and conditions of the sabbatical leave.
7. In the event that the teacher is on sabbatical leave for one (1) semester, he/she shall receive his/her full salary for the period, unless an additional teacher is granted a one (1) semester sabbatical leave during the same academic year, pursuant to the provisions of Paragraph 4. In such case, each teacher shall receive one-half (1/2) of his/her annual salary. In the event that a teacher is on sabbatical leave for the entire school year, he/she shall receive one-half (1/2) of his/her annual salary. Payment shall be made in accordance with the normal pay days in the district. In no event shall a sabbatical leave exceed two (2) semesters.
8. A teacher who accepts a sabbatical leave of absence must certify in writing his/her intention of returning to the Lower Alloways Creek School system for two (2) years of

active service after the end of the sabbatical leave. Such a person is assured re-employment (subject to provisions of the law dealing with seniority and reduction in force) and upon return, the teacher shall be placed on the appropriate step on the salary schedule which he/she would have achieved had he/she remained actively employed by Lower Alloways Creek Township Board of Education during the period of his/her sabbatical.

9. If the teacher on sabbatical leave does not successfully fulfill the requirements of the leave, and/or the teacher does not return to active service in the district, the teacher shall be required to reimburse the Board the salary and tuition reimbursement paid to that teacher within one (1) year, except in the case of extenuating circumstances to be decided in a case by case basis.

ARTICLE VIII: INSURANCE PROTECTION

- A. Full Health Care Coverage. Effective July 1, 2005, the Board shall provide health care insurance protection and prescription drug benefits at a level that is equal to or better than that provided by the State Health Benefit Program coverage. The Board shall have the right to designate the insurance carrier.

All teachers who were employed by the Board prior to July 1, 1998 shall continue to be entitled to receive those benefits, i.e. they shall be "grandfathered."

If any grandfathered employee's hours are reduced below twenty (20), then that employee will lose this benefit, but will again be eligible when the hours reach twenty (20).

Any employee who does not qualify for benefits herein set forth shall be entitled to purchase said benefits at his or her own cost and expense pursuant to Board designated and provided group plans as long as the self-payment is not prohibited by the group plan(s) itself.

All employees who work a minimum of thirty-five (35) hours per week, hired after July 1, 1998 and through June 30, 2010, shall be eligible for applicable benefits as herein set forth at Board expense at the rate provided for full family coverage.

Staff newly hired after the 2009-2010 school year, shall be insured only individually. A staff member who is covered individually may elect to pay the additional cost for Parent/Child, Member & Spouse/Domestic Partner or Family coverage.

- B. Complete Annual Coverage. For each teacher eligible for insurance protection, per Article VIII, Section A above, and who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve-month period commencing September 1st and ending August 31st.
- C. Description to Teachers. The Board shall provide to each teacher a description of the health care insurance coverage provided under this Article, within ten (10) days after the Board receives it, which shall include a clear description of conditions and limits of coverage as listed above.
- D. Dental Insurance Coverage. Effective July 1, 2005, the Board shall provide Dental Insurance coverage at a level that is equal to or better than that provided by the NJ State Health Benefits Employee Dental Plan. The Board shall have the right to designate the insurance carrier. The Board shall pay the full premium for each teacher who was employed prior to July 1, 1998, whether individual or family, as they are considered “grandfathered.”

All employees who work a minimum of thirty-five hours per week, hired after July 1, 1998 and through June 30, 2010, shall be eligible for dental insurance coverage as herein set forth at Board expense at the rate provided for full family coverage.

Staff newly hired after the 2009-2010 school year, shall be insured only individually. A staff member who is covered individually may elect to pay the additional cost for Parent/Child, Member & Spouse/Domestic Partner or Family coverage.

- E. Vision Care. During the term of this contract, the Board will pay up to \$250.00 annually per teacher for vision care upon presentation of proper documentation. Bills may be submitted for the employee, spouse and legal dependent(s). Claims against any budget must be presented for reimbursement during that fiscal year between July 1 and June 30. Claims submitted after June 30 will be reimbursed from the new fiscal year.

F. Health Insurance/Dental Waiver

Any employee may elect to receive 20% of the least expensive insurance premium plan offered by the Board as payment for declining health care and/or dental coverage upon furnishing proof that they are covered under another health care or dental plan. Such employees making this election shall be enrolled immediately in the health care plan of the employee's choice, as long as it is a plan provided by the Board, upon loss of this duplicate coverage, if one of the seven (7) life changing conditions as specified below occurs:

1. Death of spouse
2. Divorce
3. Changing in number of dependents
4. A termination of employment
5. A reduction in hours of employment
6. Reduction of health insurance benefits by spouse's employer to eliminate dependent coverage
7. Cancellation of health insurance benefits by spouse

This 20% stipend shall be paid at the rate of the plan the employee was enrolled in or would be entitled to receive. The 20% stipend shall not exceed a cap of \$4,000.00. Payment shall be made in 20 semi-monthly installments.

ARTICLE IX: TEACHER WORK YEAR, TEACHING HOURS, TEACHER LOAD

- A. In-School Work Year. The teacher work year for teachers employed on a ten (10) month basis shall not exceed 187 days.
- B. Teacher Day.
(1) Check-In – Check-Out Procedure. Teachers shall be required to check in no less than fifteen (15) minutes prior the student starting time. All teachers will be in their respective classrooms and prepared to receive students (5) minutes prior to the normal student starting time.

Teachers will be permitted to check-out ten (10) minutes after the student ending time. The teachers agree to honor the requirements stated herein, notwithstanding past practice to the contrary.

(2) Extra Pay for Extra Service. Any teacher who is required to work beyond the regular teacher in-school work year or required to work after the regular in-school work day for student instruction, tutoring, or bedside teaching, shall be compensated at the hourly rate as follows:

- 2011-12 \$30.00 per hour
- 2012-13 \$31.00 per hour
- 2013-14 \$31.00 per hour

C. Preparation Time. Every full-time teacher shall be given at least (5) duty-free periods per week in order to assist him/her in preparing for his/her course of instruction. To the extent possible, every effort will be made to provide one (1) duty-free period per day for the purpose set forth above. The length of such period will be determined by the duration of the special course of instruction with which it is replaced. If a situation arises which precludes the granting of a preparation period on a given day, the teacher will be allowed an additional duty-free period within five (5) school days from the date of occurrence.

Preparation time for part-time teachers shall be pro-rated.

The district reserves the right to assign hall duty, cafeteria duty, bus duty, and any other coverage it needs to protect the students.

D. Extra-Curricular Activities. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day may be required by the Board of Education when the Board of Education determines that such is necessary and in accordance with law.

E. Teaching Assignment Notification. Teachers will receive notice of intended teaching assignment prior to June 30th of the preceding year.

ARTICLE X: TUITION REIMBURSEMENT

- A. Post-Graduate Courses. The Board will reimburse eighty (80%) percent of tuition costs, as determined by the lesser of actual cost or Rowan University rate, up to twelve (12) credits per year. Courses must have *prior* approval of the Chief School Administrator. Evidence of successful completion is required. As of the effective date of this Agreement, all courses which have been approved and successfully completed in accordance with the above will be credited on the Salary Guide as set forth in Schedule A of this Agreement.

Payment will be made upon submission of a transcript showing successful completion of the course. Reimbursement for courses taken in the spring semester shall be provided on to employees who have been offered and who have accepted a contract to teach in the Lower Alloways Creek School District for the coming school year. Tuition reimbursement is only available to teacher for graduate work taken after they have completed two full years and have begun their third year in the district. *All courses must be in teacher related fields.* Tuition reimbursement shall have a *district cap of \$10,000.00 per year.*

- B. Tuition Reimbursement. The Board will reimburse one hundred (100%) per cent of tuition for a one-day seminar, or workshop attended by a teaching staff member provided that the attendance at said workshop or seminar has the prior approval of the Chief School Administrator.
- C. Mileage Reimbursement. Where attendance at a meeting away from school is required by the Board as a part of a teacher's job and where prior approval is obtained, the Board agrees to reimburse the driver at a rate consistent with the Office of Management and Budget (OMB) circular and regulations (Chapter 23A, Subchapter 7 of the Accountability Regulations). In instances where more than one teacher is attending the same meeting, car-pooling shall be required and the Board will be required to reimburse solely the driver. *The regularly traveled home to school roundtrip mileage is to be deducted from the mileage reimbursement submission.*

ARTICLE XI: GRIEVANCE PROCEDURE

- A. Definition. A grievance shall be defined as a difference or dispute between the parties relative to an alleged violation, misapplication, or misinterpretation of the provisions of this Agreement or administrative decisions which allegedly adversely impact on the terms and conditions of employment.
- B. Procedures.
- (1) Level One – Chief School Administrator. A teacher with a grievance shall first discuss it with the Chief School Administrator within fifteen (15) school days from the date of the event which gave rise to said grievance. The Chief School Administrator shall render a decision within five (5) school days after the date of the discussion.
 - (2) Level Two – Board of Education. If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) school days after receipt of the Chief School Administrator's decision, may appeal same to the Board of Education. The appeal to the Board of Education must be made in writing specifying: (a) The nature of the grievance; (b) The nature and extent of the injury, loss, or inconvenience; (c) The results of previous discussions; and (d) his/her dissatisfaction with the decision previously rendered. The appeal shall be submitted to the Board of Education through the Chief School Administrator. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, or at the request of the employee grievant, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within thirty (30) calendar days of receipt of the appeal by the Chief School Administrator; or if a hearing is held, within twenty (20) calendar days of the date of the hearing. The hearing referred to herein, shall be within thirty (30) calendar days after the receipt of the appeal notice.
 - (3) Level Three – Advisory Arbitration. If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within the time limits established in Paragraph 2 hereof, he/she may, within fifteen (15) calendar days after the decision is rendered or the expiration of the time limits for a decision by the Board, whichever applies, request in writing that the grievance be reviewed by a third party. The following procedure will be used to secure the services of an arbitrator:
Within ten (10) school days after written notice of the request to submit the grievance to advisory arbitration, the Board and the Association shall attempt to agree on a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree on an arbitrator or to obtain such a commitment, a joint request will be made to the Public Employees Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall comply with the arbitration rules and regulations of the Public Employees Relations Commission.
The decision of the arbitrator shall be advisory to the parties, shall be in writing, and shall be submitted to the Board and the Association.

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 equally by the Board and the Association. Any other expenses incurred shall be borne by the party incurring same.

- C. Meetings and Hearings. All meetings and hearings under this procedure shall not be conducted in public.
- D. Rights of Teachers to Representation. Teachers shall have the right to Association representation at any of the levels set forth above. Should a teacher, choose to decline representation, the Association, through its designated officials, shall be informed of the nature of the individual grievance and be extended the opportunity to set forth its position on the matter. Failure by the Association to supply the Board with the aforementioned input within a reasonable time prior to the expiration of the time limits for a Board determination will be considered as an affirmation of the individual grievant's position.

ARTICLE XII: TEACHER EVALUATION

- A. Observation Procedure. At a pre-observation conference, the observer will provide and discuss with the teaching staff member the observation procedure, the observation criteria, and the data collection methods to be followed.
- B. Observation of Staff Performance. All monitoring and observation of teaching staff performance shall be conducted openly and with full knowledge of the staff member. Electronic devices, such as video tape, may be used to facilitate data collection with the consent of the teaching staff member.
- C. Number of Observations. Non-tenure teachers shall be observed at least three (3) times during the course of the year. The first three observations of the school year shall take place no later than April 15. Tenure teachers shall be observed at least one (1) time each year. The first observations of the school year for the tenure teachers shall take place no later than April 15.
- D. Observations. Observations shall be conducted for at least one (1) class period, where periods are applicable, or for at least one (1) subject lesson.

- E. Observation Report. Following each observation, a written report shall be prepared on the appropriate forms. A copy of this report shall be given to the teaching staff member within five (5) working days of the observation. The teaching staff member and the observer shall sign the report at a post observation conference held within six (6) working days from the receipt of the written observation and placed in the teaching staff member's personnel file. The teaching staff member's signature shall not indicate acceptance or rejection of the report, but shall indicate that the member is aware of its contents.

- F. Observations. No formal observation shall be made one (1) full working day prior to or after a holiday.

- G. Evaluation Procedure. The evaluation of a teacher as well as the evaluation procedure to be followed shall be in accordance with statutory law, administrative code and Board of Education policy. Such procedures are published in the teacher's handbook and are incorporated into this Contract by reference.

- H. Working Days. Days when either party is absent from work due to illness, personal or professional leave, will not be considered "working days" as referred to in the above procedure.

- I. Review of Personnel File. A teacher shall have the right to review the contents of his/her file subject to the conditions set forth below. The teacher must notify the Chief School Administrator of his/her desire to inspect his/her file. The Chief School Administrator will establish an appointed time and place for the review within a reasonable period of time after notification. The Chief School Administrator or his designee shall be present during the review. During the review, the teacher may indicate to the Chief School Administrator those items in his/her personnel file which he/she believes to be inappropriate or obsolete.

- J. Derogatory Material. A teacher shall be given the opportunity to review derogatory material concerning his/her conduct, service or character prior to its placement in his/her personnel file. The teacher shall acknowledge that he/she has been extended the opportunity to review such material by affixing his/her signature to the copy to be filed and returned to the Chief

School Administrator within ten (10) days. Such signature shall not be construed to indicate acceptance or rejection of the contents of said document. The teacher may submit a written response to the Chief School Administrator which will be attached to the file copy.

- K. Complaints. Complaints regarding a teacher made to the Chief School Administrator shall be called to said teacher's attention immediately or in a timely fashion. During this discussion, the teacher shall be given the opportunity to respond to the complaint.

ARTICLE XIII: EXTENDED LEAVES OF ABSENCE

- A. Due to medical disability which is substantiated by a certificate from a medical doctor, a teacher may be granted an extended leave of absence without pay; however, during the period of the teacher's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated, whichever occurs first. During such time of medical disability leave, said teacher shall be covered by existing health insurance and benefits to the extent permitted by the existing health insurance and benefits plans.
- B. The Board need not grant or extend the medical leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.
- C. Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenured teacher.
- D. A teacher may make application to the Board for a child-rearing leave of absence for a period up to one year. Said application shall be made to the Chief School Administrator at least 120 calendar days prior to the commencement of the child-rearing leave. The Board of Education in its sole discretion may deny or grant in whole or in part, the requested child-rearing leave. This request will not be withheld unreasonably. The fairness and reasonableness of the request or its denial may be grieved.

The Board of Education Secretary shall, upon request, provide the teacher with the necessary information in order that the teacher can take over the payments of insurance premiums and notify the proper persons and agencies of said leave.

ARTICLE XIV: SICK LEAVE

- A. Accumulative. All full-time teachers shall be entitled to ten (10) sick leave days each year. Sick leave for part-time teachers shall be pro-rated. Unused sick leave days shall be accumulative to be used for additional sick leave as needed in subsequent years. Sick leave for part-time and full-time teachers employed for less than a full year shall be pro-rated.
- B. Notification. Annually the said teaching staff member shall be notified of his/her accumulated sick leave no later than October 30th.
- C. Retirement Allowance. Any teacher who has been employed by the Board for twenty (20) or more years shall be eligible for special retirement allowance for each day of accumulated unused sick leave existing on the final day of employment. The rates are as follows:
- 2011-12 \$75.00 per day for accumulated unused sick leave /\$7,000.00 cap
 - 2012-13 \$75.00 per day for accumulated unused sick leave /\$7,000.00 cap
 - 2013-14 \$75.00 per day for accumulated unused sick leave /\$7,000.00 cap
- A mutually agreeable method of such payment shall be established. In order to be eligible for a special retirement allowance, the teacher must provide written notice to the Board no later than January 15 of the school year preceding the school year when the retirement of the teacher first takes effect. If the teacher fails to provide timely written notice of retirement, the retirement allowance shall be paid in the next following fiscal year.
- D. Termination Allowance. Any tenured teacher who is terminated because of reduction in the work force after eight (8) or more years in the District shall be compensated for each day of accumulated, unused sick leave, payable upon termination, at the following rates:
- 2009-10 \$50.00 per day for accumulated unused sick leave with the amount
not to exceed \$5,000.

- 2010-11 \$50.00 per day for accumulated unused sick leave with the amount not to exceed \$5,000.

ARTICLE XV: AGENCY SHOP PROVISION

A. Affiliated Dues Deduction from Salary

The Board agrees to deduct local and affiliated dues for the Lower Alloways Creek Education Association, the Salem County Education, the New Jersey Education Association, and the National Education Association, from the salaries of employees, upon request, in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under the rules and regulations of the New Jersey State Department of Education pertaining thereto.

B. Representation Fee

1. Purpose of Plan

If a bargaining unit member does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association or majority representative.

2. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its members for that membership year. The representation fee to be paid by non-members shall not exceed 85% of that amount.

The Association will certify to the Board, prior to the start of each membership year, that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments that are expended, (a) for partisan, political, or ideological activities or causes that are only incidentally related to terms and conditions of employment, or (b) applied toward the cost of benefits available only to members of the majority representative.

3. Deduction and Transmission of Fees

The Board agrees to deduct from the salary of any bargaining unit member who is not a member of the Association for the current membership year the full amount of representation fee set forth in Article XXIII Section B above and promptly transmit the amount so deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each bargaining unit member during the remainder of the membership year in question. The deductions will begin thirty (30) days after the bargaining unit member begins his or her employment in a bargaining unit position.

4. Demand and Return System

The Association, before any deductions are made, will first establish a demand and return system. This system will provide that a non-union member may appeal the amount of the representation fee assessed against him/her. The Association will provide the non-member with a full and fair hearing, and has the burden of proof in justifying the amount of the fees. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal further.

5. Indemnification and Save Harmless Provision

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article.

6. Termination of Employment

If a bargaining unit member who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said bargaining unit member during the membership year in question and promptly forward same to the Association.

The procedure explained above will apply to all Association members and not just to those who pay a representation fee. This statement is meant to provide equal treatment for Association and non-Association members. The Board will endeavor to comply with the foregoing, but the Board shall not be liable to the Association for any deductions under this paragraph that it fails to make.

7. Mechanics: Except as provided in this Article, 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.

C. Certification

The Association shall certify to the Board, in writing, prior to August 1, the current rate of membership dues for the coming school year.

D. Payroll Forms

The Association will secure the signature of its members on payroll deduction forms and deliver the signed forms to the Board. Any such written authorization may be withdrawn by the employee by his/her filing notice of withdrawal with the Board. The filing of said notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

E. Notification to Non-Members

It shall be the responsibility of the Association to notify bargaining unit members who do not choose to be full Association members of the terms of the Agency Shop provision which require the payment of the representation fee.

SCHEDULE "A"

2011-2012 Salary Guide

| 10-11 | 11-12 step | BA | BA+15 | BA+30 | MA |
|--------------|-----------------------|-----------|--------------|--------------|-----------|
| | 1 | 43500 | 44200 | 44900 | 46300 |
| 1 | 2 | 44560 | 45260 | 45960 | 47360 |
| 2 | 3 | 45700 | 46400 | 47100 | 48500 |
| 3 | 4 | 46950 | 47650 | 48350 | 49750 |
| 4 | 5 | 48250 | 48950 | 49650 | 51050 |
| 5 | 6 | 49650 | 50350 | 51050 | 52450 |
| 6 | 7 | 51100 | 51800 | 52500 | 53900 |
| 7 | 8 | 52500 | 53200 | 53900 | 55300 |
| 8 | 9 | 53900 | 54600 | 55300 | 56700 |
| 9 | 10 | 55500 | 56200 | 56900 | 58300 |
| 10 | 11 | 57150 | 57850 | 58550 | 59950 |
| 11 | 12 | 58850 | 59550 | 60250 | 61650 |
| 12 | 13 | 60550 | 61250 | 61950 | 63350 |
| 13 | 14 | 62250 | 62950 | 63650 | 65050 |
| 14 | 15 | 63900 | 64600 | 65300 | 66700 |
| 15 | 16 | 65700 | 66400 | 67100 | 68500 |
| 16 | 17 | 67600 | 68300 | 69000 | 70400 |
| 17 | 18 | 69500 | 70200 | 70900 | 72300 |
| OG 25+11 | OG 25+12 | | | | 76306 |

Longevity:

Longevity is outside the base salary.

Years 21-27 \$800.00 payable over 20 pays. If anniversary date falls after September 1, longevity payment will commence at the beginning of school year in which anniversary date is reached.

Years 28 & up \$1,200.00 payable over 20 pays. If anniversary date falls after September 1, longevity payment will commence at the beginning of school year in which anniversary date is reached.

SCHEDULE "A"
2012-2013 Salary Guide

| 11-12 | 12-13 step | BA | BA+15 | BA+30 | MA |
|-------------|---------------|-------|-------|-------|-------|
| | 1 | 44700 | 45400 | 46100 | 47500 |
| 1 | 2 | 45800 | 46500 | 47200 | 48600 |
| 2 | 3 | 46900 | 47600 | 48300 | 49700 |
| 3 | 4 | 48000 | 48700 | 49400 | 50800 |
| 4 | 5 | 49150 | 49850 | 50550 | 51950 |
| 5 | 6 | 50350 | 51050 | 51750 | 53150 |
| 6 | 7 | 51600 | 52300 | 53000 | 54400 |
| 7 | 8 | 52900 | 53600 | 54300 | 55700 |
| 8 | 9 | 54360 | 55060 | 55760 | 57160 |
| 9 | 10 | 55800 | 56500 | 57200 | 58600 |
| 10 | 11 | 57400 | 58100 | 58800 | 60200 |
| 11 | 12 | 59100 | 59800 | 60500 | 61900 |
| 12 | 13 | 60850 | 61550 | 62250 | 63650 |
| 13 | 14 | 62550 | 63250 | 63950 | 65350 |
| 14 | 15 | 64300 | 65000 | 65700 | 67100 |
| 15 | 16 | 66100 | 66800 | 67500 | 68900 |
| 16 | 17 | 68000 | 68700 | 69400 | 70800 |
| 17 | 18 | 69950 | 70650 | 71350 | 72750 |
| OG 25+12 | OG 25+13 | | | | 76756 |

Longevity:

Longevity is outside the base salary.

Years 21-27 \$800.00 payable over 20 pays. If anniversary date falls after September 1, longevity payment will commence at the beginning of school year in which anniversary date is reached.

Years 28 & up \$1,200.00 payable over 20 pays. If anniversary date falls after September 1, longevity payment will commence at the beginning of school year in which anniversary date is reached.

SCHEDULE "A"
2013-2014 Salary Guide

| 12-13 | 13-14 | BA | BA+15 | BA+30 | MA |
|--------------|--------------|-----------|--------------|--------------|-----------|
| | step | | | | |
| | 1 | 45600 | 46300 | 47000 | 48400 |
| 1 | 2 | 46700 | 47400 | 48100 | 49500 |
| 2 | 3 | 47850 | 48550 | 49250 | 50650 |
| 3 | 4 | 49050 | 49750 | 50450 | 51850 |
| 4 | 5 | 50250 | 50950 | 51650 | 53050 |
| 5 | 6 | 51450 | 52150 | 52850 | 54250 |
| 6 | 7 | 52700 | 53400 | 54100 | 55500 |
| 7 | 8 | 53940 | 54640 | 55340 | 56740 |
| 8 | 9 | 55250 | 55950 | 56650 | 58050 |
| 9 | 10 | 56550 | 57250 | 57950 | 59350 |
| 10 | 11 | 58040 | 58740 | 59440 | 60840 |
| 11 | 12 | 59750 | 60450 | 61150 | 62550 |
| 12 | 13 | 61500 | 62200 | 62900 | 64300 |
| 13 | 14 | 63350 | 64050 | 64750 | 66150 |
| 14 | 15 | 65100 | 65800 | 66500 | 67900 |
| 15 | 16 | 66850 | 67550 | 68250 | 69650 |
| 16 | 17 | 68650 | 69350 | 70050 | 71450 |
| 17 | 18 | 70450 | 71150 | 71850 | 73250 |
| OG | OG | | | | |
| 25+12 | 25+13 | | | | 77250 |

Longevity:

Longevity is outside the base salary.

Years 21-27 \$800.00 payable over 20 pays. If anniversary date falls after September 1, longevity payment will commence at the beginning of school year in which anniversary date is reached.

Years 28 & up \$1,200.00 payable over 20 pays. If anniversary date falls after September 1, longevity payment will commence at the beginning of school year in which anniversary date is reached.

ARTICLE XVI: DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2011, and shall continue in effect until June 30, 2014, subject to the Association's right to negotiate over a successor agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing

IN WITNESS WHEREOF, the Association has caused the Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President attested by its Secretary, and its Corporate Seal to be placed hereon, all on the day and year first above written.

LOWER ALLOWAYS CREEK EDUCATION ASSN.

BY: _____
President

Attest:

LOWER ALLOWAYS CREEK BD. OF EDUCATION

BY: _____
President

Attest:

Secretary