

AGREEMENT BETWEEN THE
LAKEHURST BOARD OF
EDUCATION
AND THE
LAKEHURST EDUCATION
ASSOCIATION
2021-2024

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PREAMBLE

THIS AGREEMENT is entered into by and between the Board of Education of the Borough of Lakehurst, New Jersey, hereinafter called the "Board", and the Lakehurst Education Association, hereinafter called the "Association".

ARTICLE 1 RECOGNITION

A. Pursuant to the New Jersey Employer-Employee Relations Act, the Lakehurst Board of Education recognizes the Lakehurst Education Association as the exclusive representative for collective negotiations for all members of the unit described herein as teachers, child study team, paraprofessionals, nurses, full or part-time, with benefits prorated where applicable, but excluding the following:

Chief School Administrator

Administrative Principal

Assistant Principal

Supervisor of Curriculum and Instruction

Supervisor of Special Services

Board Secretary

Assistant Board Secretary

Substitute Teachers

Custodians

Temporary Employees

(an employee employed for less than four (4) consecutive months)

Any other employees of the Lakehurst School District not specifically classified as a teacher, paraprofessional, or nurse.

B. Definition of Member

Unless otherwise indicated the term "member" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit.

ARTICLE 2 NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiations for a successor Agreement in accordance with all provisions established by Chapter 303, Public Laws of 1968, as

amended by Chapter 123, Public Laws of 1974, and the Public Employment Relations Commission in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all unit members as defined in Article 1, Section A. The written, negotiated

Agreement shall apply to all members and be adopted by the full Board and ratified by the Association, and signed by the appropriate representatives of the Association and the Board.

B. In the preparation for successor negotiations, a scattergram of members on staff as of October 1, shall be mutually agreed to by the parties. The salaries shown in this scattergram shall reflect the actual annual salary for the members on staff at that time.

C. 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 3 GRIEVANCE PROCEDURE

A. Definitions

Grievance

1. A "Grievance" is a claim, excluding re-employment of a non-tenure teacher, by a teacher, assistant or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a member's or group of member's terms and condition of employment.

Aggrieved Person

2. An "aggrieved person" is any member or members making the claim.

Party in Interest

3. A "party in interest" is the member or members making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to resolve, at the lowest possible level, the differences concerning the rights of the parties which may from time to time arise affecting members. Both parties agree that these proceedings will be kept confidential, and as informal as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

(a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be the maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

(b) A grievance, to be considered under this procedure, must be initiated by the employee within thirty (30) calendar days of the date upon which the matter grieved occurred or within thirty (30) calendar days of the time at which the employee should reasonably be expected to be aware of its occurrence.

(c) The failure to process a grievance within the time period prescribed in Section C.1. (b) shall bar any further processing of the grievance.

(d) The failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved employee to proceed to the next step. The failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement, in writing, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as it is practicable

3. Level One - Chief School Administrator

A member with a grievance shall first discuss it, within the time limits of C.1. (b) above, with the Chief School Administrator, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two - Board.

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Board and the Association within five (5) school days after the decision at Level One. The Board, or a committee thereof, shall review the grievance and shall, if requested, hold a hearing with the employee and render a decision, in writing, to the employee, and the Association, within thirty (30) calendar days of transmittal of the grievance to the Board. Said filing shall include, but not necessarily be limited to, the nature of the grievance, the section(s) of the Agreement violated, or, where applicable, the specific administrative decision or Board policy in question, and the remedy sought.

5. Level Three - Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board of Education, he may, within five (5) school days after a decision by the Board of Education or twenty-five (25) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing to the Association that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to binding arbitration within ten (10) school days after receipt of a request by the aggrieved person. Any such submission shall require simultaneous copies of the same to the Board.

(b) Within ten (10) school days after such written notice of submission to binding arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the PERC by either party. The parties shall then be bound by the rules and procedures of the PERC in the selection of an arbitrator.

(c) The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of final statements and proofs on the issues which are submitted to him/her. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be binding. Binding arbitration shall be solely applicable to the contents of this Agreement. The Arbitrator's decision shall be advisory in all other cases.

(d) 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 paid by the party incurring same.

D. Right of Members to Representation

1. Member and Association

Any aggrieved member shall be represented at all stages of the grievance procedure by himself/herself, or, at his/her option by representatives selected or approved by the Association. The association shall be permitted to have a maximum of three (3) representatives, in addition to the person of grievance at the grievance hearing prior to

arbitration. With advance notice to the administration, the Association shall be permitted to bring a fourth (4th) representative to such a meeting.

When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board, the administration or Association against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing to the Chief School Administrator for processing at this level, even though the aggrieved person does not wish to do so. This procedure is not applicable to the nonrenewal of non-tenure contracts. The procedure intended by this Section shall contain the written information specified in Section C.4. of this Article.

2. Written Decisions

The decision rendered at Level One which is unsatisfactory to the aggrieved person and any decision rendered at Levels Two and Three of the grievance procedure and the reasons therefore shall be transmitted promptly to all parties in interest and to the Association. The decision rendered at Level Three shall be in accordance with the procedures set forth in Section C.5.(c) of this Article.

3. 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.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

6. All members, including the person with the grievance, shall continue under the direction of the Chief School Administrator, regardless of the pendency of any grievance, until such grievance is properly determined.

ARTICLE 4 MEMBER RIGHTS

A. The Board shall not discriminate against any member for participation in the Association or its affiliates.

B. Nothing contained herein shall be construed to deny or restrict to any member such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted hereunder shall be deemed to be in addition to those provided above.

C. Whenever any member is required to appear for a formal hearing before the Chief School Administrator, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that member in his/her office, position or employment or the salary or any increments pertaining thereto, he/she shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have a representative of his/her choosing present to advise him/her and represent him/her during such meeting or interview.

D. No member shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

E. No member shall be deprived of pay without formal suspension by the Board of Education except as provided by law.

F. An employee shall not be criticized in the presence of a student, member of the public, or other members of the teaching staff by any administrator without justifiable, substantive reasons.

G. 1. No employee shall be disciplined or reprimanded without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract when the employee's performance and/or attendance negatively affect his/her ability to perform his/her assigned tasks. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, and mid-contract discharges consistent with individual contracts, but shall not include the non-renewal of a non-tenured teacher for performance-related reasons. Discipline shall be progressively applied.

2. All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall be determined on a case-by-case basis and shall take into account the nature of the offense, the length of service and general employment record of the

employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall be applied in a non-discriminatory fashion.

ARTICLE 5 ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association any information which the Board and the Association deem may be necessary for the Association to process a grievance.

B. Release Time for Meetings

When requested by the Administration or Board, any representative of the Association or any aggrieved party participating during working hours in negotiations, grievance proceedings, conferences, or meetings, shall suffer no loss in pay, providing the member has not been suspended without pay.

C. Use of School Building

The Association and its representatives may have the right to use the school buildings at all reasonable hours for meetings. The approval for the use of the school buildings shall be secured from the Chief School Administrator in advance of the Association using the school building. In the absence of the Chief School Administrator, approval shall be secured from the Secretary of the Board of Education. Any reasonable cost(s) incurred by the Board, such as, but not limited to, a custodian for boiler operation, shall be borne by the Association.

D. Bulletin Board

The Association shall have in the school building the exclusive use of a bulletin board in the faculty lounge.

E. Mail Facilities and Mail Boxes

The Association shall have the right to use the school mail boxes as deemed necessary for the Association business, except for any activity or relation thereto, of any matter(s) or materials deemed illegal by the courts.

F. Exclusive Rights

The rights and privileges of the Association as set forth in the Agreement shall be granted only to the Association as the exclusive representative of the members and to no other union organizations.

G. Duty Release

1. The Association President shall be entitled to be released from door duty and that duty shall be assumed on a rotating basis by other members of the Association.
2. The Association President will be allowed one (1) Release period per week for duties, responsibilities, or administrative meetings regarding concerns or policies of Association Members.

ARTICLE 6 WORK YEAR

A. In-School Work Year

1. Ten (10) Month Personnel

(a) The in-school work year for members employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed one hundred eighty-four (184) days per year. If the State of N.J. should increase the mandated number of pupil days per year, then the aforementioned number of work days shall increase accordingly.

(b) C.S.T and Speech employees shall be employed for the regular ten (10) month school year plus up to twenty (20) additional days from the close of school through the last day of August. The number of days needed shall be based upon the needs of the district as determined by the Superintendent in consultation with the C.S.T and Speech employees by June 1 of the school year, except in case of emergency.

Employees shall be compensated at their individual per diem rate for each day worked beyond the regular school year. The calculation of the per diem rate shall be 1/200th of the employee's annual guide salary. The per diem rate for days worked in June shall be based upon the employee's annual salary for the current school year. The per diem rate for days worked in July and/or August shall be based upon the employee's annual salary for the ensuing school year.

The additional work days shall be scheduled between each individual employee and the Superintendent or his/her designee to provide for the needs of students and the district.

The C.S.T. member or Speech Services employee may have the extra compensation considered pensionable for the time period that the individual is assigned the extra duties. In such case, the added compensation shall be paid to the employee in equal installments as part of their regular salary during the ensuing September to June school year.

Should the individual staff member no longer be assigned the additional duties, the compensation for the extra work will be discontinued and he/she shall only be entitled to his/her appropriate guide salary as provided in Schedule A of this Agreement.

If the employee had chosen to have the additional salary considered as pensionable income, is agreed and understood that such a reduction of salary is solely because the extra duties have been eliminated and it need not be accomplished as a reduction of

salary under the provisions of N.J.S.A. 18A:6- 10.

Any additional days that the employee may work which are beyond the required twenty (20) days shall be paid at the individual's per diem rate as calculated above, however, the payments for such work shall not be considered pensionable. The payments for the additional work shall be paid according to regular business office practices.

2. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

3. Inclement Weather

Member attendance shall not be required whenever student attendance is not required due to inclement weather.

B. School Calendar

1. The Board shall have the right to establish the final calendar governed by Title 18A, The Association may submit a recommended school calendar to the Administration.

2. The Board shall have the right to establish the final schedule. The Association may submit a recommended parent-teacher conference day schedule to the Administration.

ARTICLE 7 HOURS AND TEACHING LOAD

A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty at the commencement of each school day by initialing the appropriate column of the faculty "sign-in" roster. Teachers shall sign-out at the end of each school day upon leaving the building.

2. Paraprofessionals shall indicate their presence for duty by initialing and indicating time of arrival and departure on appropriate form.

B. 1. The workday for all full-time members shall be seven hours from 7:55a.m. to 2:55 p.m.

2. Full-time members shall be required to report for duty no earlier than fifteen (15) minutes before the opening of the pupils' school day. Teachers shall be in their classrooms or at their assigned duties five (5) minutes before the opening session with the pupils. Members shall be permitted to leave ten (10) minutes after the close of the pupils' school day.

C. Any member employed in both morning and afternoon sessions shall be entitled to an unrestricted, duty-free lunch period during the normal school lunch period. Such duty free lunch period shall be not less than forty (40) minutes.

D. Members may be required to remain directly after the regular work day, without payment of additional compensation, for the purpose of attending meetings approved by the Chief School Administrator. These meetings may involve participation by either a portion of or the full faculty. No teacher shall be required to attend more than fifteen (15) meetings, having a maximum duration of one (1) hour each, in any school year, however, the following meetings shall be excluded from this limitation.

1. In-service meetings or professional days held at locations other than the Lakehurst Elementary School which are attended by a teacher on a voluntary basis.
2. Parent-Teacher conferences, with or without administrative personnel in attendance.
3. In-service meetings when abbreviated pupil sessions are established provided said meetings terminate the end of the normal member's school day.
4. Meetings between the teacher and the Chief School Administrator (or his designee) with a parent or child in attendance.
5. Special presentations by staff members to the Board of Education at the request of the Board of Education.
6. Pre and post-meetings relating to observation and evaluation conducted by the Administration.
7. Meetings in which release time from normal duties is provided.
8. Emergency meetings.
9. In the event child study team meetings with respect to teachers as signed to a split-session program require the presence of the classroom teacher, the meetings shall commence no later than thirty (30) minutes after the close of the pupil school day or thirty (30) minutes prior to the opening of the pupil school day of the teacher so affected.
10. The child study team shall make every effort to hold said meetings during the school day and provide release time for the affected teacher.
11. In addition to the meetings set forth above, teachers may be required to attend three (3) evening meetings per year without additional compensation. One (1) evening shall be devoted to Back-to-School Night; One (1) shall be a Parent-Teacher Conference meeting and one (1) for Graduation. The parent-teacher evening meeting shall occur on a day which is an early dismissal day for both teachers and students.

Parent - Teacher Conference shall be equivalent in length to the practice for afternoon conference time. The evening meeting will not be held on a Friday night.

E. The notice of any meetings shall be given to the member involved at least one (1) day prior to the meeting, except in an emergency. Members shall have the opportunity to

suggest items for the agenda. However, the final agenda is at the discretion of the administrator.

F. Teachers shall have a minimum of five (5) preparation periods per week, with a possibility of one (1) day per week with two (2) preparation periods. Preparation period(s) shall not be less than forty (40) minutes each. Four periods are guaranteed uninterrupted preparation periods and will be equal to one academic period. One (1) preparation period will be devoted to professional development or team planning and is also equal to one academic period. Teachers who do not have a regularly assigned class shall be granted preparation time equivalent to the time granted to other teachers. Teachers shall seek approval prior to leaving the building during preparation time and must sign-out and sign-in accordingly.

ARTICLE 8 INSURANCE PROTECTION

A. The Board shall provide the following described insurance protection for each member, subject to the provisions of this Article:

1. Medical Insurance

The Board of Education shall provide to all eligible Association Members, healthcare insurance coverage as negotiated through the 2021-2024 School Employees Health Benefit Plan. Eligible Association Members shall contribute the Tier 3 amount, with Direct 15 Health Insurance Plan, from September 1, 2021 until June 30, 2024. Members hired on or after July 1, 2021 shall receive health-care insurance coverage at the single rate and upon employment of tenure, are eligible for full family health-care insurance as negotiated with the Board of Education. All new members hired after January 1, 2021 will abide by Chapter 44 guidelines.

All Paraprofessionals receive only single coverage, however Paraprofessionals may pay the difference in premium amounts to extend coverage to other family members: such as spouse, and child(ren). When a paraprofessional retires, they are eligible for the plan (single, husband/wife, family, parent/child): which they have held previous to retirement. If a paraprofessional would like to change their plan in the year prior to retirement during open enrollment and pay the difference in premium to ensure coverage, they may choose to do so.

2. Prescription Insurance

The Board of Education shall provide to all eligible Association members 2021-2024 School Employees Health Benefit 201 Prescription Plan coverage as negotiated with the Board of Education. Eligible Association members shall contribute the Tier 3 amount from September 1, 2021 until June 30, 2024. Members hired on or after July 1, 2021 shall receive prescription drug insurance coverage at the single rate and, upon employment of tenure, are eligible for full family prescription drug insurance as negotiated with the Board of Education.

Co-Pays shall be according to the level of coverage enrolled by the member.

3. Dental Insurance

A. Full family dental insurance coverage as negotiated with the Board of Education for full-time members on staff prior to July 1, 2011. Members hired on or after July 1, 2011 shall receive dental insurance coverage at the single rate and, upon employment of tenure, are eligible for full family dental insurance as negotiated with the Board of Education.

B. The above medical and prescription coverages contain waiver guidelines should a member choose to forgo one or both of the coverages for money compensation. The following are the guidelines to waive the above benefits:

1. The minimum plan participation will consist of a base of 55 employees for all full time district personnel.
2. Seniority will be used to decide who can waive their health benefits.
3. The waiver benefit for the Lakehurst Education Association members and non-members will be a split of 80/20 respectively.
4. If the LEA members do not exceed the limit of number of waiver participants then nonmembers may use the remaining number allocated for the LEA members.
5. In case of a Reduction in Force (RIF), an adjustment will be necessary and a reversal of the waiver will occur in reverse seniority order.

C. For each member 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 (12) month period commencing September 1st and ending August 31st. The Board will abide by all COBRA and carrier requirements concerning the continuation of insurance.

D. Retirees from the Lakehurst School District may, at their option, continue the above-mentioned health insurance programs provided they transmit said premium costs, as established by the Board, to the Board in a timely manner, and subject to the allowances, or non-allowances, restrictions, window periods, and any other limitation imposed by the carrier.

* See Appendix for Benefit Waivers

* (Dollar amount remains the same for three years.)

ARTICLE 9 SICK LEAVE

A. Accumulative

1. All members employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated

from year to year with no maximum limit.

2. Child Study Team members or speech teachers who work the extended school year will receive one (1) additional sick leave day in each year they work the extended school year. The Child Study Team or speech teachers must work fifteen (15) of the twenty (20) days to be eligible for the one (1) additional sick leave day.

B. Payment for Unused Sick Leave:

1. Certificated Staff

Upon retirement, the following payment for unused sick leave benefit shall be granted teachers:

(a) In order to be eligible, the teacher must have at least thirty (30) accumulated sick leave days available at the time of retirement. At the time of retirement, all unused accumulated personal days shall be converted to accumulated sick leave for payment purposes.

(b) Teachers, regardless of hire date, shall be paid 1/200th of the final year's salary, for each credited day, up to and not to exceed \$15,000.00.

(c) Retiring employees, hired before May 2010, who utilize no more than twelve (12) sick leave days per year during their last two (2) years of employment, except in case of verifiable long term illness, shall be entitled to a maximum payout of \$20,000 for the 2020-2021 school year.

Employees who qualify for the higher pay out shall have the payments made in two installments. The first payment, up to \$10,000, shall be made within sixty (60) days of actual retirement or at a later date if requested by the employee. The second payment, for the remainder of the employee's entitlement, shall be made on the first day of the month, six (6) months after the first payment, or on July 1st of the next academic year, whichever is later.

(d) The Board shall transfer all sick day buyout payments to a teacher's 403b by default to any teacher who meets the criteria under B.1.a above. The percentage of the deferment will be left up to the member.

2. Paraprofessionals

Upon retirement, the following payments for unused sick leave benefits shall be granted paraprofessionals:

(a) In order to be eligible, the paraprofessional must be eligible for, apply for and receive pension payments under P.E.R.S., must have at least thirty (30) accumulated sick leave days available at the time of retirement, and have worked a minimum of ten (10) years in the district. At the time of retirement, all unused accumulated personal leave days shall be converted to accumulated sick leave for payment purposes.

(b) Paraprofessionals on staff shall be paid 1 /200th of the final year's salary for each

credited day.

(c) The maximum payment any paraprofessional may receive is \$10,000.

(d) Payment shall be made within ninety (90) days of the retirement date as certified by P.E.R.S. or at a later date if requested by the employee. In the alternative, a payment schedule may be established by mutual agreement.

(e) The Board shall transfer the sick day buyout payment to the members' 403b for any paraprofessional who meets the criteria under B.2.a. The percentage of the deferment will be left up to the member.

C. Calling in Sick

Except in the event of an emergency, members shall report an absence using the current protocol prior to 6:30 a.m. on the day that they will be out.

D. Additional Sick Leave

The Board shall abide by the terms of N.J.S.A. 18A:30-6.

Employees who utilize a range of zero (0) sick leave days to no more than two (2) sick leave days shall be paid \$500.

ARTICLE 10 NON-TEACHING DUTIES

A. The Board retains the right of its Chief School Administrator to assign such duties and responsibilities to the teachers as the Chief School Administrator determines to be necessary for the efficient operation of the school in order to accomplish the goal of the best education possible, subject to the Association's right to negotiate payment for said duties assigned. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

**B. Stipends for the following non-teaching duties are as follows: 2021- 2024 -
Positions Available to All Members**

Stipend Positions	Rate
Additional Activity Assignment (hourly)	\$40.00
Assistant Basketball Coach	\$803.00
Assistant Soccer Coach	\$803.00
Assistant Track Coach	\$803.00
Assistant Volleyball Coach	\$692.00

Basketball Coach	\$3,579.00
Breakfast Monitor	\$21
Cafeteria Monitor (per session)*	\$28
Citizenship*	\$578.00
Intramural Coach	\$2,660.00
Coach Coordinator	\$3,291.00
C.L.A.S.S. Chairperson	\$3,295.00
C.L.A.S.S. Member [5]	\$2,327.00
Curriculum Development/Planning	\$40
Literacy/Science/Technology/Art Facilitators for Fairs (Max 3 Hours)	\$40 Preparation/Planning/Presenting
Detention (hourly)	\$40.00
Homework Workroom Monitor (hourly)	\$40.00
Honor Roll Advisors [4]*	\$486.00
Inclusion Coordinator	\$5,100.00
Inclement Weather (15min/per day)	Prorated at \$40/hour
Musical Theater Director	\$3,000.00
Publicity*	\$1,199.00
Safety Patrol Advisor	\$816.00
Soccer Coach	\$3,579.00
Spec. Ed Homework Monitor (hourly)	\$42.00
Student Activities Advisors (2 positions)*	\$1,500.00
Student Activities Coordinator	\$1,760.00
Technology Coordinator	\$10,200.00
Technology Summer Rate	\$40.00
Volleyball Coach - 5th & 6th grade	\$3,280.00

Volleyball Coach - 7th & 8th grade	\$3,280.00
Workshop Presenters*	\$130.00
American Sign Interpreter	\$1,212.00
World Language Translator	\$1,500.00
Yearbook Advisors [2 positions]	\$1,500.00

ARTICLE 11 MEMBER EMPLOYMENT

A. Placement on Salary Schedule

1. Adjustment on Salary Schedule

Each member shall be placed on his/her proper step of the salary schedule as of the beginning of the school year. In order to be eligible for an increment, a full-time unit member must have worked or been on approved paid leaves of absence under the terms of this contract at least ninety-three (93) or more days during the contract year.

B. Notification of Contract and Salary

The Board shall notify all members of their contract and salary status pursuant to the terms of N.J.S.A. 18A:27-10 provided that a new Agreement has not been negotiated. If, in a given year, the State revises the notification date or the Commissioner of Education is empowered to revise the notification date contained in N.J.S.A. 18A:27-10 such revised notification date shall be applicable to all members.

C. The Board shall post annually a seniority list of tenured teachers based on consecutive years of employment by the Lakehurst Board.

D. Tenured teachers on lay-off shall be recalled in accordance with applicable provisions of the New Jersey Statutes and/or the New Jersey Administrative Code. (N.J.S.A. 18A:28-9, *et. seq.*)

E. Layoff-Recall: Paraprofessionals

1. Total years of service within the District shall be used in the event of layoffs.
2. Recall shall be made based upon the total years of service within the District.

F. Any teacher who has completed fifteen (15) years of service to the District shall be eligible for a longevity payment as follows:

1. All years of service must be in the District.
2. The fifteenth year of service will be completed prior to the July 1 in which the longevity payment commences or increases.

3. For the purpose of computation of fifteen (15) years, the following guidelines shall apply:

- a. One day worked in a month equals a month's service.
- b. Ten (10) months' service equals one (1) year's service.
- c. Unpaid leaves of absence, on a short-term or long-term basis, do not break service and they do not count towards service amounts needed to qualify for longevity.

4.1 If the provisions of the language above are met, the teacher shall receive a longevity payment of \$300 per year. Any teacher, who completes two (2) years of service while receiving a longevity payment, shall receive an additional \$300 annually commencing on July 1 following the completion of the second year of service. (Example: A teacher qualifies for longevity on July 1, 1989, and receives a \$300 payment in each of the next two (2) school years. On July 1, 1991, the longevity payment shall be increased to \$600. If the teacher continues in service to the District, and if the parties make no other changes in this longevity provision in subsequent negotiations, the teacher shall receive an additional \$300 annual longevity payment beginning July 1, 1993, bringing the total longevity payment for this teacher to \$900 per year.)

2. Additionally, when a teacher reaches the top step of the salary guide, the teacher will be awarded a longevity payment of \$1,000.00. This award is exclusive of and in addition to the longevity increments listed in Article 11.F.4.1.

G. Paraprofessional Longevity

The paraprofessional shall receive a longevity payment of \$250 per year from 16 years in district to 19 years in district. From 20 years and above in District, the paraprofessional shall receive a longevity payment of \$600 per year.

ARTICLE 12 SALARY GUIDES 2021-2024

NOTE: This article does not apply to hourly cafeteria employees.

A. Salary guides for teachers and paraprofessionals are attached hereto and made a part hereof as follows:

Teachers: Schedule A-1	2021-2022
Schedule A-2	2022-2023
Schedule A-3	2023-2024
Paraprofessionals: Schedule B-1	2021-2022
Schedule B-2	2022-2023
Schedule B-3	2023-2024

PARAPROFESSIONALS:

PERCENTAGE INCREASE

YEAR 1 (2021-2022): Board will pay increment cost + 3.5%

YEAR 2 (2022-2023): 3.5% (inclusive of increment)

YEAR 3 (2023-2024): 3.5% (inclusive of increment)

TEACHERS (Certified Staff)

PERCENTAGE INCREASE

YEAR 1 (2021-2022): 3.5% (inclusive of increment)

YEAR 2 (2022-2023): 3.5% (inclusive of increment)

YEAR 3 (2023-2024): 3.5% (inclusive of increment)

ARTICLE 13 TEACHER ASSIGNMENT

A. Notification

1. Date for Presently Employed Teachers

All teachers shall be given written notice of their grade assignment, subject assignment and room assignment for the forthcoming year not later than June 1st, except in case of emergency. A list of said assignments shall be simultaneously sent to the Association.

2. New Teachers

The Chief School Administrator shall give notice of assignment to new teachers as soon as practicable.

ARTICLE 14 VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. The Chief School Administrator shall post in the school building, for a seven (7) day period prior to the end of the school year, a list of the known vacancies which shall occur during the following school year. Members who desire to apply for a change of position shall notify the Chief School Administrator in writing as soon as possible. Staff members will be notified of job vacancies that become available during the summer months via district email.

B. Members who desire a change in grade and/or subject assignment may file a written statement of such desire with the Chief School Administrator not later than April 1st. Such statement shall include the grade and/or subject to which the member desires to be assigned, related to existing vacancies only.

ARTICLE 15

EVENING SCHOOL - SUMMER SCHOOL

ADDITIONAL INSTRUCTIONAL PROGRAMS - VOLUNTEER PROGRAMS

A. All openings for positions in the summer school, home teaching, state or federal projects, and other programs (including non-teaching positions for which members may be qualified and eligible) shall be posted conspicuously in the Faculty Room and in the Central Office by the Chief School Administrator after funding and approval by the Board has been determined. Home teaching openings shall be posted by the Chief School Administrator as they occur.

B. In filling such positions, members employed in the Lakehurst School District who shall apply within a timely manner as determined by the Administration, shall have priority to such assignments before appointment to applicants from outside the district. Member qualifications, skills, and the ability to satisfactorily perform in the position shall be considered in relation to the available position.

C. Additional Instructional Assignment Rates

This rate applies to Home/School Liaison; Substance Abuse; Before/After School Academic Support; and Home Instruction, The rate shall be \$43.00 per hour.

D. Summer School Rates

Teaching Staff Members: \$43.00 per hour

Paraprofessionals: \$19.00 per hour

Clerical Assistant: \$17.00 per hour

E. **Kindergarten Testing** \$43.00 per hour

F. **Volunteer' Activities** \$1.00 per hour

G. All other categories covered by this Article shall be as posted.

H. The District agrees to utilize full day sessions designated for staff in service training and identified as non-student contact days during the school year, or student early dismissal sessions designated for staff in-service training during the school year, or in-service meetings held at the end of the school day, or a combination of all, for the purpose of providing at least eight (8) hours of professional development opportunities per year, as established in NJAC 6:11-13 (Mandated Continuing Education for Teachers).

The parties agree that programs established for presentation on these days will meet the

requirements of NJAC 6:11-13 with regard to mandated professional development for teachers.

The parties further agree that the programs for presentation shall be planned and implemented by the District Professional Development Committee as established in the District Professional Development Plan. Priority will be given to district goals and objectives.

The parties agree that during the time periods allotted for these training sessions each instructional paraprofessional will be assigned either to the program attended by the staff member with whom the instructional paraprofessional is assigned, or to other training programs designed specifically for instructional paraprofessionals, if pertaining to their specific jobs.

The parties agree that if the District Professional Development Committee meetings are held during the day, release time for the committee members shall be made available. If the meetings are held after school, then the committee members will be reimbursed at a per hour compensation rate after their 15 required meetings under Article 15.C. Both parties will mutually agree upon all meetings.

The parties agree that any modification of State regulations regarding mandated continuing education for teachers which impacts upon the terms established in this Section shall result in the modification of said negotiated language.

I. Novice Teacher Mentoring Fees:

The Board and the Association agree that the district shall deduct the state mandated mentoring fee from the mentee in two installments. The mentor will receive payment at the end of the mentorship.

ARTICLE 16

EVALUATION PROCEDURE

A. Evaluation Procedure

1. All observations of professional staff performance shall be conducted openly. Electronic devices may be used to facilitate data collection with prior written consent of the professional staff member for a specific purpose.

2. Before any evaluation, observation or annual performance report is finalized, or placed in the personnel file; such report shall be discussed at a post-evaluation conference of the evaluator and the professional staff member. At least one (1) day prior to this meeting, the professional staff member shall be given a copy of the written evaluation/observation of his/her performance. The professional staff member shall have the right to submit a written response to any material within the report, or any additional material relevant to

the observation or evaluation in question, within ten (10) working days of the post-evaluation/post-observation conference. This response will be reviewed by the evaluator and must be attached to copies of the report in all file locations.

3. Every evaluation, observation and response shall be signed and dated by both the evaluator and the professional staff member evaluated. The professional staff member shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. In no event shall anyone be asked to sign a blank or incomplete evaluation form. The contents of the evaluation/observation and response shall be governed by relevant statutes, rules, policies, and regulations.

4. In accordance with, and subject to, State Board rules and regulations, evaluation/observation reports will be presented to the professional staff member in accordance with the following procedures:

(a) Such reports will be issued in the name of the evaluator.

(b) Such reports shall be addressed to the professional staff member with copies being retained by the evaluator/supervisor and placed in the professional staff member's personnel folder.

(c) Such reports shall be written in narrative form and will include: (1) General observation of the professional staff member.

(2) Areas of professional strength of the professional staff member as evidenced during the period since the previous report.

(3) Areas of need of professional improvement as evidenced during the period since the previous report.

(4) Specific comments and/or suggestions as to measures which the professional staff member shall take to improve his/her performance in each of the areas wherein the need for professional improvement has been indicated. Said comments shall include a summary of available indicators of pupil progress and growth, and a comment of how these indicators relate to the effectiveness of the overall program.

(5) All certified staff evaluations shall be in accordance with the Department of Education (DOE) Regulations. Where any aforementioned para graphs conflict with the evaluations required by the DOE, the DOE regulations shall control,

(6) The evaluation of members of the Lakehurst Education Association shall be conducted by district administrators and supervisors who are employed by the Lakehurst Board of Education. As per regulations, the CSA is responsible for making recommendations to the Board of Education for renewal and non-renewal of contracted employee.

B. Professional Improvement Plan

A Professional Improvement Plan shall be developed cooperatively by the supervisor and the teaching staff member and should be limited in their scope to specific needs. They shall focus on the most important needs of the individual teaching staff member. The professional improvement plan shall focus on in-service programs as well as out-of-district programs and/or observations. The Professional Improvement Plan shall include, but not be limited to:

1. Specific Needs.
2. Responsibility.
3. A Timeline based on specific needs stated in the Professional Improvement Plan.

C. Non-Tenured Staff

This policy shall be applicable to all professional staff with the following exceptions:

1. Non-tenured staff shall be observed a minimum of three (3) times per year but not less than once during each semester.
2. Each of the three (3) non-tenured observations shall be conducted for a minimum duration of one subject lesson.

D. Evaluation Policy of Support Staff

Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Support Services Personnel.

ARTICLE 17 FAIR DISMISSAL PROCEDURE

A. Date

In accordance with Title 1 BA: 27-10, on or before May 15th each year, the Board shall give to each non-tenured teaching staff member or paraprofessional continuously employed since the preceding September 30 either:

1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or,
2. A written notice that such employment shall not be offered.

B. Reasons

Any non-tenured employee who receives a notice of non-employment may within fifteen

(15) days thereafter, in writing, request a statement of reasons for such non-employment from the Board. Said statement shall be given to the employee in writing within thirty (30) days after receipt of such request.

C. Hearing

Any non-tenured employee who has received such notice of non employment and statement of reasons shall be entitled to an informal appearance before the Board, provided a written request for the informal appearance is received in the office of the Secretary of the Board within ten (10) days after receipt by the employee of the statement of reasons. Upon such request, the Board shall schedule the informal appearance within thirty (30) days of the issuance of the statement of reasons.

D. Board Determination

The Board shall issue its written determination as to the employment or non employment of said non-tenured employee for the next succeeding school year within three (3) days after the completion of the hearing.

ARTICLE 18 ASSOCIATION FACILITIES

A. The school shall have the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. An appropriately furnished room which shall be reserved for the exclusive use of members as a faculty lounge during school hours. Although members shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
3. A serviceable desk, chair and filing cabinet for the exclusive use of each teacher in their designated classroom.

ARTICLE 19 ASSOCIATION-BOARD RELATIONS COMMITTEE

The following Association-Board relations procedure shall be followed by the Board of Education, the Chief School Administrator and the Lakehurst Education Association.

1. An Association-Board Relations Committee composed of three (3) K-to-8 teachers, one (1) special area teacher, one (1) assistant, the LEA President & Vice President, two (2) Board members, the Chief School Administrator, and another Supervisor designated by

the Chief School Administrator shall be created to:

(a) Discuss non-negotiable school district matters which are not the subject of any instant grievance.

(b) Foster a spirit of professional growth.

(c) Evaluate matters presented to the committee.

(d) Gather facts to provide for a complete understanding of these matters.

(e) The Association-Board Relations Committee shall meet during the school year. Meetings may be canceled by mutual consent.

(f) Meetings may be called by either the Board or Association by submitting a written request to the Board Secretary. Said meeting shall take place within ten (10) school days after the request is received by the Board Secretary. Said request shall indicate topics of discussion.

(g) Additional special meetings may be called by either party - following the guidelines stated in Section 1(f).

(h) The meetings shall be alternately chaired by the Board and the Association.

(i) The parties agree that Administration/Association review of issues can often be beneficial. To that end, they agree that in order for an issue to be placed on the agenda, there shall have been a good-faith attempt to discuss and resolve the issue at the Administration/Association level. Discussion at meetings shall be limited to the agenda, which shall contain only items on which there has been adequate time given for discussion at the Administration/Association level and no resolution has been reached.

(j) The agenda shall be pre-distributed by the Board Secretary based on the items submitted pursuant to Section (f).

2. The duties of the Board Secretary shall be to notify each party of the time and date of meetings of the Association-Board Relations Committee.

3. The establishment of the Association-Board Relations Committee shall be for the purpose of discussing mutual matters of interest concerning the school and shall not be used in areas as outlined in Professional Negotiations or Individual Grievance Procedures, nor shall it be interpreted as a mandated step in formal negotiations.

ARTICLE 20 TEMPORARY LEAVES OF ABSENCE

A. Members shall be entitled to the following temporary non accumulative leaves of absence with full pay each school year:

1. Teachers shall be granted two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with approval of the Chief

School Administrator.

2. Time necessary for appearance in any legal proceeding connected with the member's employment or with the school system or for jury duty occurring during the member's work year.

3. (a) Up to five (5) consecutive work days at any one time in the event of death or serious illness of a member's spouse, mother, father, child, brother, or sister.

(b) Up to two (2) consecutive work days at any one time in the event of death or serious illness of a member's grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchildren.

(c) "Serious Illness" in (a) and (b) above is defined as those situations where the listed person is under the care of a physician and unable to care for themselves. The employee must provide a doctor's note to verify that the person is seriously ill as defined above.

(d) Up to one (1) day at any one time in the event of death of a member's aunt, uncle, niece, nephew, or stepfamily.

B. Three (3) days of unrestricted personal leave of absence shall be granted to each member. All personal leave requires prior Approval of the Chief School Administrator, except in the case of an emergency which requires C.S.A. notice and approval within twenty-four hours after the return from leave. The member requesting personal leave shall be required to notify the Chief School Administrator at least two (2) days prior to taking such leave. The Chief School Administrator shall be authorized to waive the two (2) day notice requirement in case of an emergency. Further, no more than three (3) LEA members may take personal leave on the same day, Personal leave days shall be taken as whole days.

Each member shall have the right to accumulate up to two (2) days of unused personal leave. In the case of any member who has accumulated more than five (5) days of personal leave prior to the effective date of this Agreement, such member shall be entitled to retain all accumulated leave; however, once such excess leave is used, future accumulated leave shall be limited to two (2) days. Unused personal days shall be converted to sick days at the rate of one (1) sick day for each unused personal day. Only one (1) personal day may be attached to a holiday or school vacation.

C. A sabbatical for study toward an advance degree shall be granted to any teacher who has been employed full time in the Lakehurst School by the Board for at least ten (10) consecutive years.

1. Said leave shall be for one (1) full school year.

2. Said leave shall be paid at the rate of one-half (1/2) of what the teacher would normally have made if they did not take a sabbatical.

3. No more than one (1) teacher may be on sabbatical at any one time. Seniority in the

Lakehurst School District shall be the determining factor if two (2) or more teachers apply at the same time.

(a) Anyone applying for sabbatical leave must do so in writing no later than October 1st preceding the school year in which said leave is to be taken,

4. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the Lakehurst School District during the period of his/her absence and he/she shall be credited with all other benefits for which he/she would have been entitled during the period of his/her leave and continuing thereafter upon his/her return.

5. The teacher shall guarantee in writing to return to Lakehurst School System for a period of two (2) school years or repay any money paid to said teacher while on sabbatical leave.

ARTICLE 21 DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of the members dues for the Lakehurst Education Association, the Ocean County Council of Education Associations, the New Jersey Education Association and the National Education Association or any one or combination of such organizations as said members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (N.J.S.A 52:14-15.9e) and under rules established by the State Department of Education. The monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations. A one page authorization form shall be signed by the individual and submitted to the Secretary of the Board of Education before deductions will be made by the Board.

B. Each of the associations named above shall certify to the Board in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE 22 MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. Student Discipline

A copy of the Board and Administrative student discipline policies shall be distributed to

members at the beginning of the school year.

The Association may submit recommendations to the Administration concerning procedures. The Board reserves the right to establish and enforce all policies.

ARTICLE 23 BOARD RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States including all de cisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, and the provisions of this Agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities.

The Board of Education will not unilaterally develop or implement any policies which will affect terms and conditions of employment as established by law, decisions, and/or rules and regulations, without first negotiating it with the Association and reducing it to writing.

ARTICLE 24 CREDIT REIMBURSEMENT POLICY

A. The Board of Education will reimburse for full-time staff all tuition for graduate courses in elementary education while employed by the Lakehurst Board of Education subject to the following limitations:

1. Limitations for Reimbursement

(a) A maximum of nine (9) credits tuition will be reimbursed during any single academic year per teacher or assistant.

(b) Teaching staff members who are in their first year of teaching in the Lakehurst District are eligible for up to three (3) credits in tuition reimbursement.

(c) Teaching staff members who are in their second year of teaching in the Lakehurst District are eligible for up to six (6) credits in tuition reimbursement.

2. A maximum of \$15,000 for the district will be provided by the Board of Education to implement a credit reimbursement program.

3. Tuition reimbursement shall be contingent upon the teacher continuing to work for the school district for at least two (2) years following the completion of course(s) unless the teacher was terminated with cause.

4. Requests for reimbursement of credits shall be submitted the time period July 1st through June 30th of an academic year. Transcripts for courses that are actually completed must be submitted to the Board of Education by July 15* following the end of the academic year. The total number of credits actually taken by all staff who submits transcripts will be divided into the pool of money as established in 2 and each credit taken up to the maximum in 1 will be reimbursed and the rate that is determined by the foregoing formula. No individual can be reimbursed for tuition costs at a rate that is higher than he/she actually paid.

5. For certificated staff, reimbursement for advanced degree courses that are directly related to the Field of Education and shall not exceed those tuition rates in effect at the highest state college rate.

Electives taken by teachers in a program for an advanced degree in elementary education must be directly related to their particular teaching field and elementary education as applicable to teaching in the district.

6. Paraprofessionals will be reimbursed for undergraduate courses leading to a substitute certificate. Credit costs for the undergraduate courses will not exceed those rates as in effect at Ocean County College.

Advanced degree courses, directly related to elementary education, shall not exceed the rate outlined in 4 above.

7. All courses must have prior written approval by the Chief School Administrator and approval by the Board of Education,

8. Qualifications

(a) To qualify for reimbursement pursuant to 3 above for graduate level courses, a teaching staff member must receive a minimum grade of "B" in graduate level courses.

(b) Teaching staff members who take graduate courses offered only on a Pass/Fail basis shall receive reimbursement pursuant to 3 above, with the attainment of a "Pass" grade.

(c) Employees may receive reimbursement for undergraduate courses pursuant to 5 above, with a grade of "B" or better.

(d) To receive reimbursement, members must submit a paid tuition bill and an official transcript attesting to the grade received in the course.

(e) This policy will be applicable to teachers who possess a Bachelor's Degree and are permanently certified in the field of employment. This policy will also be applicable to paraprofessionals where stipulated in above.

ARTICLE 25 MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provision of the Agreement or any application of this Agreement to any member or group of members 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.

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

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

E. Copies of this Agreement shall be published at the shared expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all members now employed and hereafter employed.

F. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to members covered by this Agreement as established by the rules, shall continue to be applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any member benefits existing prior to its effective date.

G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision of this Agreement, that party shall do so by certified letter at the following addresses:

1. If by the Association:

Lakehurst Education Association
301 Union Ave.
Lakehurst, New Jersey 08733
Attention: Association President

2. If by the Board:

Lakehurst Board of Education
401 Union Ave.
Lakehurst, New Jersey 08733

Attention: Board President

H. Indoor Air Quality

A copy of the Written Program Indoor Air Quality (IAQ) Standard PE OSHA, required by N.J. AC. 12:100-13 (2007), shall be given to the L.E. A. President. If the report indicates that the building exceeds the exterior limit in mold or if the report indicates that the building exceeds the set limit for bacteria, two tests shall be completed annually until either or both conditions are corrected.

ARTICLE 26

TWELVE (12) MONTH EMPLOYMENT

A. The parties agree the following provisions shall apply to any unit member executing an employment contract for a period of twelve (12) months.

1. Rights

All twelve (12) month unit members retain the rights conferred to them under the original Agreement between the Lakehurst Board of Education and the Lakehurst Education Association.

2. Sick Leave

All twelve (12) month unit members shall be allowed a maximum of twelve (12) sick days per year because of personal illness.

3. Vacation

All twelve (12) month unit members shall be granted twenty (20) days of accrued paid vacation time after being employed one full year. Vacation schedules shall be established through the Chief School Administrator, with his/her approval.

4. Workday

The workday for all twelve (12) month unit members who work on days when ten (10) month unit members are not present shall be six (6) hours inclusive of a forty (40) minute duty-free lunch.

ARTICLE 27 DURATION OF AGREEMENT

A. The term of this Agreement shall be from September 1, 2021 through June 30,

2024.

B. This Agreement shall continue in full force until a successor agreement has been completely negotiated.

C. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective Presidents and attested to by their respective Secretaries.

Schedule A-I

Lakehurst Teacher Salary Guide 2021-2022

Please note, longevity, classroom diff. and sub diff. figures are NOT included in the salary column.

Step	BA	MA	MA+30
1-2	57,684	59,384	59,884
3	58,184	59,884	60,384
4	58,684	60,384	60,884
5	59,184	60,884	61,384
6	60,009	61,709	62,209
7	61,009	62,709	63,209
8	62,009	63,709	64,209
9	63,009	64,709	65,209
10	64,009	65,709	66,209
11	65,009	66,709	67,209
12	66,034	67,734	68,234
13	67,134	68,834	69,334
14	68,234	69,934	70,434
15	69,334	71,034	71,534
16	70,534	72,234	72,734
17	71,734	73,434	73,934
18	73,034	74,734	75,234
19	74,559	76,259	76,759
20	76,459	78,159	78,659
21	78,759	80,459	80,959
22	81,159	82,859	83,359

Schedule A-2

Lakehurst Teacher Salary Guide 2022-2023

Please note, longevity, classroom diff. and sub diff. figures are NOT included in the salary column.

Step	BA	MA	MA+30
1	58,899	60,699	61,299
2-3	59,399	61,199	61,799
4	59,899	61,699	62,299
5	60,399	62,199	62,799
6	61,299	63,099	63,699
7	62,299	64,099	64,699
8	63,299	65,099	65,699
9	64,299	66,099	66,699
10	65,399	67,199	67,799
11	66,499	68,299	68,899
12	67,599	69,399	69,999
13	68,699	70,499	71,099
14	69,799	71,599	72,199
15	70,999	72,799	73,399
16	72,199	73,999	74,599
17	73,499	75,299	75,899
18	74,799	76,599	77,199
19	76,299	78,099	78,699
20	78,199	79,999	80,599
21	80,359	82,159	82,759
22	82,559	84,359	84,959

Schedule A-3

Lakehurst Teacher Salary Guide 2023-2024

Please note, longevity, classroom diff. and sub diff. figures are NOT included in the salary column.

Step	BA	MA	MA+30
1-2	60,669	62,669	63,169
3-4	61,169	63,169	63,669
5	61,669	63,669	64,169
6	62,469	64,469	64,969
7	63,469	65,469	65,969
8	64,469	66,469	66,969
9	65,469	67,469	67,969
10	66,584	68,584	69,084
11	67,784	69,784	70,284
12	68,984	70,984	71,484
13	70,184	72,184	72,684
14	71,384	73,384	73,884
15	72,584	74,584	75,084
16	73,884	75,884	76,384
17	75,184	77,184	77,684
18	76,584	78,584	79,084
19	78,084	80,084	80,584
20	79,984	81,984	82,484
21	81,984	83,984	84,484
22	84,059	86,059	86,559

Movement Guide

Teachers

Base Year 2020-21 Step	Year 1 2021-22 Step	Year 2 2022-23 Step	Year 3 2023-24 Step
		1 →	1-2
1 →	1-2 →	2-3 →	3-4
2 →	3 →	4 →	5
3	4	5	6
4	5	6	7
5	6	7	8
6	7	8	9
7	8	9	10
8	9	10	11
9	10	11	12
10	11	12	13
11	12	13	14
12	13	14	15
13	14	15	16
14	15	16	17
15	16	17	18
16	17	18	19
17	18	19	20
18	19	20	21
19	20	21	22
20	21	22	22
21	22	22	22
22	22	22	22

Schedule B-1
Paraprofessional and Media Salary Guides 2021-2022

Step	Para	Media
1	26,975	27,975
2	27,375	28,375
3	27,775	28,775
4	28,175	29,175
5	28,775	29,775
6	29,625	30,625
7	30,225	31,225
8	30,825	31,825
9	31,525	32,525
10	32,225	33,225
11	32,650	33,650
12	33,150	34,150
13	33,745	34,745

***Step 12 in the Base year moves to the new step 10**

***Step 13 in the Base year moves to the new step 11**

***Step OG7 in the Base year moves to the new step 12**

***Step OG6 in the Base year moves to the new step 13**

***Step OG5 in the Base year moves to the new step 13**

Schedule B-2
Paraprofessional and Media Salary Guides 2022-2023

Step	Para	Media
1-2	28,015	29,015
3	28,415	29,415
4	28,815	29,815
5	29,290	30,290
6	29,865	30,865
7	30,465	31,465
8	31,165	32,165
9	31,895	32,895
10	32,645	33,645
11	33,395	34,395
12	33,945	34,945
13	34,545	35,545

Schedule B-3
Paraprofessional and Media Salary Guides 2023-2024

Step	Para	Media
1	28,645	29,645
2-3	29,045	30,045
4	29,445	30,445
5	29,895	30,895
6	30,470	31,470
7	31,070	32,070
8	31,770	32,770
9	32,470	33,470
10	33,170	34,170
11	33,920	34,920
12	34,670	35,670
13	35,395	36,395

Movement Guide
Paraprofessionals and Media

Base Year 2020-21 Step	Year 1 2021-22 Step	Year 2 2022-23 Step	Year 3 2023-24 Step
			1
	1	1-2 →	2-3
1 →	2 →	3 →	4
2	3	4	5
3	4	5	6
4	5	6	7
5	6	7	8
6	NA	NA	NA
7	NA	NA	NA
8	NA	NA	NA
9	NA	NA	NA
10	NA	NA	NA
11	NA	NA	NA
12	10	11	12
13	11	12	13
OG7	12	13	13
OG6	13	13	13
OG5	13	13	13

Lakehurst Waiver of Medical and Prescription Benefits

Employee name _____
 _____, Printed

I hereby certify that I am waiving my medical and prescription benefits coverage offered by the Lakehurst Board of Education. In return, the Lakehurst Board of Education has agreed to reimburse me at the following contracted amount:

Medical

___ Single to No Coverage	\$2,000	___ Husband/Wife to No Coverage	\$3,000
___ Parent/Child to No Coverage	\$2,500	___ Family to No Coverage	\$3,500
___ Parent/Child to Single Coverage	\$1,500	___ Husband/Wife to Single Coverage	\$2,000
___ Fam to Par/Child or H/W Coverage	\$2,000	___ Family to Single Coverage	\$2,500

Prescription

___ Single to No Coverage	\$500	___ Husband/Wife to No Coverage	\$1,500
___ Parent/Child to No Coverage	\$1,000	___ Family to No Coverage	\$2,000
___ Parent/Child to Single Coverage	\$500	___ Husband/Wife to Single Coverage	\$1,000
___ Fam to Par/Child or H/W Coverage	\$1,000	___ Family to Single Coverage	\$2,000

Dental

___ I have been offered dental coverage and I elect to waive participation without compensation.

As per Pension and Health Benefit Reforms (P.L. 2011 c. 78), the maximum amount of any payment for the waiver of employer health benefits coverage is \$5,000.00.

Buyouts are payable at 50% in July of the year for which I have opted out and 50% in January of the following year, subject to all appropriate deductions. This payment is not to be considered a salary payment and, as such, is not pensionable. I understand that I am responsible for any additional tax liabilities on this money.

I further certify that I understand and agree that my waiver of the foregoing benefits is of my own volition. It is not based upon representations from either the Lakehurst Board of Education or the Lakehurst Education Association other than the aforementioned monetary reimbursement. I agree to hold both the Lakehurst Board of Education and the Lakehurst Education Association harmless with regard to any adverse results of my voluntary and informed waive of the foregoing benefits. I also certify that I have active Health Insurance on my own, and that I cannot waive my benefits through the Lakehurst Board of Education if I have no active coverage. **I further certify that I understand and agree that if I leave the district prior to the completion of the six (6) month period stated above, I forfeit my payment as outlined above.**

I understand that I may revoke this waiver prior to the expiration date shown below only under the following hardship/change of life circumstances:

- Termination of employment of person with benefits
- Legal Separation (copy of decree required)
- Group contract/policy terminated of person with benefits (proof of termination required)
- Disability of spouse which eliminates benefits (proof of termination of benefits required)
- Divorce (copy of decree is required)
- Death of Spouse (copy of death certificate required)

Should I revoke the foregoing waiver prior to the end of the year for which I initially opted out, I understand that the reimbursement to which I am entitled shall be pro-rated based upon the period of time I am not covered by the district's benefit plan. I further understand that I may restore the benefits for which I am eligible during the next open enrollment period. Such benefits would commence on January 1st of the next plan renewal year. This waiver is in effect for a one (1) year period, January through December or from the date of eligibility through December 31st.

Signed: _____
 Employee

Date: _____

Signed: _____
 Witness

Date: _____

Signed: _____
 Business Administrator / Board Secretary

Date: _____

Lakehurst Board of Education

By: James Malen

President

By: David Burton

Vice President

Dated: 8-9-2021

Lakehurst Education Association

By: Cheri Merchini

President

By: Lisa Chapman

Vice President

Dated: 7/29/21