

**AGREEMENT
BETWEEN THE
LAWRENCE TOWNSHIP
BOARD OF EDUCATION
AND THE
LAWRENCE TOWNSHIP
EDUCATION ASSOCIATION**

July 1, 2011 - June 30, 2014

TABLE OF CONTENTS

ARTICLE		PAGE
I.	Recognition	1
II.	Grievance Procedure	2
III.	Association Rights and Privileges	5
IV.	Employment and Salaries.....	7
	Paydays	7
	Credit on Guide.....	7
	Termination/Resignation.....	9
	Hourly Pay	10
	Double time/Time and a half	10
V.	Work Day	11
	Length of Day: Certificated Staff.....	12
	Teaching Load.....	12
	Time Beyond Workday	12
	Compensatory Time	13
	Summer Hours: Secretaries.....	13
	Work Hours: Instructional Assistants	13
	Work Hours: Custodians/Maintenance/Cleaners	14
	Overtime: Custodians/Maintenance/Cleaners.....	15
VI.	Work Year.....	16
	School Calendar	16
	Vacation: Secretaries.....	16
	Vacation: Custodians/Maintenance/Cleaners	17
	Vacation: TOSAs	18
VII.	Seniority: Custodians/Maintenance/Cleaners	19
VIII.	Working Conditions.....	20
	Safety Committee.....	20
	Uniforms: Custodians/Maintenance/Cleaners	20
	Work Rules: Custodians/Maintenance/Cleaners.....	21
IX.	Leaves of Absence	21
	Sick Leave.....	21
	Personal Leave	21
	Death in Family Leave	22
	Sickness in Family Leave.....	22
	Disability/Maternity Leave	22
	Child Care and Adoption Leave.....	24
	Family Leave.....	25
	Military Leave.....	25
	Jury Duty	26
X.	Sabbatical Leaves of Absence.....	27

ARTICLE		PAGE
XI.	Evaluation	29
	Certificated Staff.....	29
	Non-Certificated Staff.....	29
XII.	Health Insurance	30
	Medical Insurance Eligibility	31
	Miscellaneous	31
	Dental Insurance	32
	Prescription Plan	33
	Vision Plan.....	33
XIII.	Meetings with Superintendent	34
XIV.	Transfers and Reassignments.....	34
XV.	Management Rights	36
XVI.	Extra-Duty Positions	37
XVII.	Work Continuity Clause	37
XVIII.	Miscellaneous	38
XIX.	Unused Sick Leave At Retirement.....	38
XX.	Agency Shop	40
XXI.	Professional Development (Tuition Reimbursement)	40
XXII.	Duration of Agreement	41
	Stipulation of Agreement.....	42
	Schedule A – Salary Guide for Professional Employees 2011-12	43
	Schedule A – Salary Guide for Professional Employees 2012-13	44
	Schedule A – Salary Guide for Professional Employees 2013-14	45
	Schedule B – Salary Guide for Secretaries – 2011-12	46
	Schedule B – Salary Guide for Secretaries – 2012-13	47
	Schedule B – Salary Guide for Secretaries – 2013-14	48
	Schedule C – Salary Guide for Instructional Assistants & Security Monitors.....	49
	Schedule D – Salary Range for Interpreters	49
	Schedule E – Salary Guide for Custodians/Maintenance/Cleaners 2011-12	50
	Schedule E – Salary Guide for Custodians/Maintenance/Cleaners 2012-13	51
	Schedule E – Salary Guide for Custodians/Maintenance/Cleaners 2013-14	52
	Schedule F – Salary Guide for Extra Duty Assignments – Athletics	53
	Schedule F – Salary Guide for Extra Duty Assignments – High School.....	54
	Schedule F – Salary Guide for Extra Duty Assignments – Middle School	55
	Schedule F – Salary Guide for Extra Duty Assignments – Intermed./Primary/District.....	56

ARTICLE I RECOGNITION

The Board, after investigation of the facts, has determined that a majority of the professional certified personnel and of the non-certified personnel employed by the Board in the categories hereinafter enumerated desire to be represented as one unit by the Association for the purpose of collective negotiations with the Board pursuant to Chapter 303 of the Laws of 1968.

The Board hereby recognizes the Association as the employee representative of all professional certified employees and all non-certified employees of the Board, and those employees on a per diem or hourly basis in the following categories including: full-time and regular part-time teachers, Teachers on Special Assignment (TOSAs), school psychologists, instructional assistants, security monitors, social workers, learning consultants, nurses, part-time professional employees, guidance counselors, librarians, secretaries, clerks, custodians, head custodians, maintenance personnel, cleaners, drivers, carpenters, plumbers, and electricians.

In addition, the following personnel are excluded from this bargaining unit: Superintendent, Assistant Superintendent, Building Principals, Vice Principals and any employee holding the title of Director, Chairperson, Curriculum and Instructional Specialist, Instructional Supervisors, Central Administrative Secretaries (including the business office), and all other managerial Executives, Supervisors and Confidential Employees.

Only the term "employee" or "employees" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to employee(s) shall be deemed to include both male and female, except when the contract clearly limits the intent to one sex. Provisions of the Agreement specifically referring to separate categories of employees shall apply only to those categories mentioned.

Part-time professional employees working less than fifty (50%) percent of a regular schedule shall receive benefits pro-rated in accordance with his/her percentage of pay if hired prior to July 1, 1985 and receive no benefits if hired on or after that date. Part-time professional employees working fifty (50%) percent or more of a regular schedule shall receive benefits normally paid by the Board irrespective of his/her date of hire.

Commencing with the effective date of July 1, 1989, a successor to the Agreement, the Secretary to the High School Principal shall be included as a member of the Bargaining unit and the Secretary to the Administrator of Pupil Services shall be excluded. For purposes of initial salary placement on the Secretarial Guide, the Secretary to the High School Principal shall be placed at the maximum step of Group I.

ARTICLE II GRIEVANCE PROCEDURE

A. Definition

1. Non-Arbitrable Grievances

A grievance is an allegation by an employee covered by this Agreement or the Association that there has been a violation of Board policies. The Board shall be the last step in this procedure on this type of grievance. These non-contract grievances may not be submitted to binding arbitration.

2. Arbitrable Grievances

- a. A grievance is an allegation that there has been a violation of a provision of this Agreement. Such grievances may be submitted through the entire grievance procedure up to and including binding arbitration as the final step in that procedure. Only grievances that deal with violations of the provisions of this Agreement may be submitted to binding arbitration.
- b. A "grievant" is an employee who files the grievance, or the Association.
- c. "Representative" is a person or agent designated to represent either party in this procedure.
- d. "Day" means a day when district schools are open for business.
- e. "Party in interest" is a person, agent or agency with an interest in the grievance.

B. Procedures

1. Grievances shall be processed promptly and expeditiously.
2. Formal grievances and appeals shall be filed in writing, with a copy simultaneously delivered to the Director of Personnel.
3. Communications and decisions concerning formal grievances shall be in writing.
4. A grievant shall be permitted a representative at all levels of the procedure.
5. Either party may add additional evidence during the course of the grievance process, provided that any such evidence is provided to the other party prior to the next step in which the additional information will be presented.
6. Failure by a grievant to process a grievance within the specified time limits shall render the grievance null and void.

7. Failure by the Board to issue a decision within the special time limits shall render the grievance advanced to the next level.
8. Grievances shall be adjudicated according to the terms of this procedure and the filing, pendency, or hearing of any grievance shall not impede the normal management of the work force or operations of any of the activities or functions of the Board.
9. Forms for grievance processing shall be developed between the parties and shall be mutually agreed upon by the parties and distributed on an as needed basis by either party. The forms will be printed on forms that yield two copies in addition to the original copy.
10. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
11. Notice of hearing shall be given to the grievant at least five (5) days in advance and such hearings shall be held on mutually agreeable premises.
12. If a supervisor gives a written reprimand to an employee, he/she shall provide a copy to the LTEA Grievance Chair. The representative may attend a reprimand conference at the invitation of the employee.

C. Processing

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual consent of the parties. Such mutual consent shall be drafted and signed by the parties in writing.

D. Steps of the Grievance Procedure

1. **STEP ONE** - A grievance, to be considered under this procedure, must be initiated by the grievant within fifteen (15) days from the time of its occurrence. Any employee covered by this Agreement who has a grievance shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.
2. **STEP TWO** – If, as a result of the above discussion, the matter is not resolved satisfactorily within ten (10) days, the grievant shall set forth his/her grievance in writing to the principal, or in the case of non-teaching personnel, to the next level of supervision on the form provided within ten (10) days. Any grievance not submitted on the form provided will be considered void and not eligible for resubmission, except it may be resubmitted if the original time limit for submission of grievances has not expired and the grievance is resubmitted within the original time limit on the proper form. The principal or appropriate supervisor shall communicate his/her decision to the grievant in writing within ten (10) days after receipt of the written grievance.

3. **STEP THREE** - The grievant, no later than ten (10) days after receipt of the decision in the foregoing step, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made on the form provided, reciting the matter as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as promptly as possible, but within a period not to exceed twenty (20) days. The Superintendent shall communicate his/her decision in writing to the grievant and all related papers and evidence shall be attached.

4. **STEP FOUR** - If the grievance is not resolved to the grievant's satisfaction, he/she may request, not later than ten (10) days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing to the Superintendent of Schools. All related papers and evidence shall be attached. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within twenty (20) days of receipt of the grievance by the Board.

5. **STEP FIVE**
 - a. If a decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Association wishes review by a third party, the grievance may be submitted to binding arbitration as long as the grievance concerns a matter that is an allegation that a provision of the contract has been violated. If arbitration is requested, the Association shall notify the Board of Education, within fifteen (15) days of receipt of the Board's decision in Step Four. The notification to the Board of Education shall be submitted by certified mail, to the office of the Superintendent of Schools.

 - b. Grievances concerning (1) any matter for which a specified method of review is prescribed either by law or in any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone; (2) a complaint of a non-tenured teacher which arises by reason of his/her not being re-employed; (3) a complaint by any teacher occasioned by an appointment to or lack of appointment to, retention or lack of retention in these positions, in which tenure is either not possible or not required; (4) any matter not part of this Agreement; and (5) any Board policy shall not be deemed to be arbitrable.

 - c. The following procedures shall be used to secure the services of an arbitrator:
 - (1) Once the Board of Education has received notification within the time limits stated in paragraph "A" above, the parties shall seek to agree upon an arbitrator to serve. If no agreement can be reached within fifteen (15) working days, the Association may invoke the arbitration

selection procedures of the Public Employment Relations Commission (PERC). It is the responsibility of the parties to follow those procedures in determining who shall serve as the arbitrator in each instance.

- (2) The following rules will be binding on any arbitrator and the parties:
 - (a) The arbitrator must first rule on the Arbitrability of the grievance if so requested by either party.
 - (b) The arbitrator shall have no power to add to, subtract from or alter the language of the Agreement. He/she will have no power to make an award inconsistent with law and he/she shall have no power to entertain grievances that do not constitute violations of this Agreement. The arbitrator shall rule only on the allegation that a provision of the Agreement has been violated.
 - (c) The arbitrator's decision shall be final and binding on all parties on matters regarding violations of the contract.
 - (d) The cost of the services of the arbitrator shall be shared equally by the parties in interest.

E. End of the Year Grievances

If a grievance occurs at the end of the school year and if an insufficient number of school days exists before the last day of school in which the grievance can be processed fully, the time limits may be reduced or extended by mutual agreement.

**ARTICLE III
ASSOCIATION RIGHTS AND PRIVILEGES**

A. Information

Upon request, the Board agrees to furnish to the Association information concerning class size, number of specialists, minutes of all public Board meetings, individual and group employee health insurance premiums, names and addresses of all employees, scattergrams and other information in the public domain.

B. Released Time for Meetings

Whenever it is mutually agreed between the Association and the Superintendent or designee that any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings, that employee shall suffer no loss in pay.

C. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings with prior approval of the principal. Such approval shall not be unreasonably withheld.

D. Use of School Equipment

Subject to prior approval of the building principal, the Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machine, other duplicating equipment, calculating machines, computers and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof. Such approval shall not be unreasonably withheld.

E. Bulletin Boards

The Association shall have, in each school building, the exclusive use of a bulletin board in each staff lounge and employees' dining room for reasonable and legitimate Association business.

F. Mail Facilities and Mail Boxes

The Association shall have the right to reasonable and legitimate use of the inter-school mail facilities and school mail boxes for Association business as it deems necessary and without approval of building principals or other members of the administration.

G. Exclusive Rights

The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees, and to no other organization seeking to represent employees covered by this agreement.

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

The Association president shall be assigned no other duties beyond the regular classroom/service schedule.

**ARTICLE IV
EMPLOYMENT AND SALARIES**

- A.** The salaries of all employees covered by this Agreement are set forth in Schedules A through E which are attached hereto and made a part hereof.
- B. Paydays**
1. Employees on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

Checks will be issued on the 15th and the last workday of the month, unless the 15th or the last workday of the month falls on a Saturday, Sunday, or holiday, in which case, the checks will be issued on the preceding workday.
 2. Employees on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.

Checks will be issued on the 15th and the last workday of the month, unless the 15th or the last workday of the month falls on a Saturday, Sunday, or holiday, in which case, the checks will be issued on the preceding workday.
 3. When a payday falls on or during a school holiday, ten (10) and twelve (12) month employees shall receive their paychecks on the last previous working day.
 4. Ten (10) month employees shall receive their final checks for the school year and a list of pay dates for the following year on their last working day in June.
- C.** The following provisions apply to Schedule A, Salary Guide for Professional Employees:
1. Level 1 on the salary guide shall pertain to persons appointed to the instructional staff with a Bachelor's degree (or its equivalent) from an accredited college or university and to non-degree nurses.
 2. Level 2 on the guide will be defined as thirty (30) approved credits beyond a Bachelor's degree.
 3. Level 3 will require the awarding of a Master's degree from an accredited college or university.
 4. Credit for placement on Level 4 will be defined as thirty (30) approved credits beyond a Master's degree.
 5. Credit for professional experience in previous employment will be allowed at the prevailing annual increment for the particular training level, if such experience is equivalent to service in the district in the judgment of the Board.

6. Credit for military service in initial employment will be allowed for a maximum of four (4) years at the prevailing annual increment for the particular training level.
 7. Change in classification: A professional employee who reaches a new training level classification during the school year will be placed on the new level for the current year if submission of appropriate documents or official verification is submitted to the BOE as of September 1 and February 1 of that year.
- D.** The following provisions apply to the Schedule B, Salary Guide for Secretaries:
1. Credits for four (4) years secretarial experience may be given at initial hiring.
 2. Credit for up to five (5) years may be given at initial hiring for secretarial experience in the education field.
- E.** In accordance with state statutes, the Board may withhold any increment provided by the Salary Guide and the employee denied an increment to which he/she is otherwise entitled shall have recourse only to the appeals procedures prescribed by such statutes.
- F.** The Board shall deduct from employees' salaries money for any or all of the following as requested by such employees:
1. Health and accident insurance including Blue Cross, Blue Shield, Rider J, Major Medical, Prescription Drug and Dental Care
 2. Annuities
 3. Professional Dues
 4. Contributory Life Insurance
 5. DVUW
 6. United States Savings Bonds
 7. Mercer County Credit Union Payroll Deductions
 8. Disability Insurance
- G.** When requested by a ten (10) month contractual employee, the Board shall deduct 10 percent (10%) of his/her salary from each of his/her paychecks. These funds shall be paid to the employee in equal installments during July and August, in accordance with the regular payroll schedule. All such funds so deducted shall be deposited by the Business Office as they accrue in an interest bearing account. Whenever interest earnings accrue, such interest shall be promptly transferred into an account identified as the Lawrence Township Education Association Philanthropic Fund Account. This account will be administered by the Executive Board of the Lawrence Township Education Association.
- H.** Any individual contract between the Board and an individual employee, 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, this Agreement, during its duration, shall be controlling.

- I. The Board shall have the right to terminate the employment of any employee not under tenure upon written notice of not less than sixty (60) days in the case of professional employees and not less than fifteen (15) days in the case of non-professional employees, except that such notice shall not be required where such termination is made the Board on grounds permitted by appropriate statutes. No employee shall voluntarily cease his/her employment with the Board unless he/she has first given the Board at least sixty (60) days written notice of his/her intention to do so, in the case of professional employees and fifteen (15) days in the case of non-professional employees.
- J. In the case of the removal of an employee from a position of coach or extra duty pay advisor for which tenure is not required or attainable, the employee shall be given written notice as promptly as possible prior to the termination of such position. Removal from such position shall not be subject to the grievance procedure but may be subject to review by the immediate supervisor making such decisions.
- K. Whenever the Administration recommends not to renew the contract of an individual employee (either certificated or non-certificated) not under tenure, the Administration shall give written notice of such intention to the employee as early as possible but in no event later than May 15 of the year in which the contract expires. An employee receiving such notice shall be afforded an opportunity promptly, upon request, to discuss the matter with the Superintendent of Schools or his/her designee. Any employee who intends not to renew his/her employment contract with the Board shall give written notice of such intention to the Board as early as possible but in not less than sixty (60) days for professional employees and fifteen (15) days for non-professional employees.
- L. A suspended professional employee shall not suffer loss in pay before the Board takes final action or, in the case of tenured employee, files charges with the Commissioner.
- M. Whenever any employee is required to appear before the Board, or any committee thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position of employment or the salary or any increments 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 meetings or interview.

N. Hourly pay for the following employment:

	<u>11-12</u>	<u>12-13</u>	<u>13-14</u>
Curriculum Work	34.76	35.46	36.16
Supplemental Instruction	34.76	35.46	36.16
Home Instruction	34.76	35.46	36.16
Summer School	39.62	40.41	41.22
Summer Guidance	39.62	40.41	41.22
Summer CST	39.62	40.41	41.22
Presenter *	42.00	42.84	43.70

* A presenter is a teacher who provides inservice/professional development programs to in-district staff. The above rate shall apply to the actual time spent in presenting the inservice/professional development program, plus up to two (2) hours of preparation time, in accordance with the standards of the New Jersey Department of Education, and as approved by the Superintendent or designee.

- O.** Any newly hired teaching staff member who works less than fifty (50%) percent of the work year as defined by his/her specific job description shall not be entitled to a salary increment in the subsequent year. Any such teaching staff member who works more than fifty (50%) percent of the work year in any school year shall be entitled to a salary increment for the subsequent year, absent Board action withholding same.

P. Custodians/Maintenance/Cleaners

1. Any maintenance, custodian personnel employed prior to June 30, 1995, working the Mid-day or Night shift shall be paid an hourly premium as follows:

	<u>11-12</u>	<u>12-13</u>	<u>13-14</u>
Mid-day Shift	\$.38	\$.39	\$.40
Night Shift	\$.45	\$.46	\$.47

2. Straight time hourly rates are determined by the following formula:

Guide step amount divided by 2080 hours.

3. One and one-half (1½) times his/her straight time hourly rate shall be paid an employee for all hours he/she works in excess of forty (40) hours in any one week. Also, one and one-half (1½) times the straight time hourly rate shall be paid an employee for all hours he/she works in excess of eight (8) hours in any work day.
4. Double time shall be paid an employee for all hours worked on Sunday. Double time plus holiday pay will be paid for all hours worked on holidays.
5. Any employee called from home after completing his/her regular eight (8) hour work

2. The workday for all professional employees shall be as follows:

High School	7 hours 15 minutes
Middle School	7 hours 15 minutes
Intermediate School	7 hours 15 minutes
Elementary	7 hours 15 minutes

It is recognized by the parties that circumstances may arise upon occasion that will necessitate the enlargement of the aforesaid reporting and leaving times to ensure the satisfactory discharge of the teacher's professional responsibilities.

High school and elementary librarians will work the same as teachers in terms of total hours of teachers within that school building.

3. Present daily teaching loads in the elementary, intermediate, middle and high schools will be maintained so far as practicable but the Board reserves the right to make such changes in teaching loads as may be required for the efficient operation of the schools.
4. All teachers shall be guaranteed one duty-free preparation period per day. Teachers who are employed less than full time will have their preparation time pro-rated.

It shall be at the principal's discretion to schedule one duty-free preparation period per day or six per week for K-6 teachers. No more than two preparation periods shall be assigned on any given day.

5. Within the current total length of work day, for certified K-6 staff members there shall be an increase of instructional time as follows:
- effective September 1, 2002: 10 minutes
effective September 1, 2003: 10 additional minutes

6. Professional employees shall have a daily thirty (30) minute duty-free lunch period and may leave the building during such period without requesting permission provided they sign out and sign in again.

7. Time Beyond Workday

- a. Professional employees may be required to remain after the end of the regular work day without additional compensation, for the purpose of attending not more than four (4) general faculty meetings, called by the building principal and which all professional employees assigned to that building are expected to attend, or departmental meetings per month. Such meetings shall begin promptly and shall run for no more than one (1) hour. So far as practicable, such meetings shall not be called on Fridays, on a day preceding a school

holiday, or on any day upon which teacher attendance is not required. No meeting shall be held Thursday except in case of emergency. The administration, in addition, may require professional personnel to be present, at its discretion, on two (2) evenings per year to conduct parent/teacher conferences, educational meetings, school district programs, student/teacher/parent gatherings or other school functions and programs. Such attendance shall be compulsory and shall be without additional compensation. One of the above evenings shall be scheduled on an early dismissal day. Additional time for parent conferences shall be three (3) hours annually. The time shall be scheduled on one evening during fall or spring conferences, on a school by school basis. An administrator will be on duty in each building. Effective July 1, 2002, one additional evening meeting, not to exceed two (2) hours in length, shall be scheduled.

b. Compensatory Time

All employees other than Custodians/Maintenance/Cleaners who are required by their supervisor to provide a service or attend an activity which is not specified in the contract are entitled to one compensatory day (hour) for every day (hour) of service provided.

Employees other than Custodians/Maintenance/Cleaners who are requested by their Supervisor to provide a service or attend an activity which is not specified in the contract are entitled to one compensatory day (hour) for every two days (hours) of service provided.

Employees other than Custodians/Maintenance/Cleaners who volunteer to provide a service or attend an activity which is not specified in the contract are not entitled to compensatory time.

B. Secretaries

1. Ten (10) and twelve (12) month secretaries shall work seven and one-half (7 1/2) hours daily, exclusive of lunch period.
2. Summer Work Hours
 - a. Summer hours shall be effective July 1 through August 22.
 - b. Six (6) hours per day exclusive of lunch will be worked during the summer months. Effective July 1, 2005, six and one-half (6 1/2) hours per day, exclusive of lunch will be worked during the summer months.

C. Instructional Assistants

1. The normal daily work hours for an instructional assistant will be six (6) hours.

2. Instructional assistants who work more than five (5) hours per day will be given a non-paid thirty (30) minute duty free lunch period.
3. Instructional assistants who work four (4) or more hours shall be given a fifteen (15) minute break as part of their workday. This fifteen (15) minute break shall not be scheduled as the first fifteen (15) minutes nor the last fifteen (15) minutes of the workday.

D. Custodians/Maintenance/Cleaners

1. The normal work week for an employee shall consist of five (5) consecutive days of eight (8) work hours each, beginning at 6:00 A.M. Monday and ending 11:30 P.M. on the following Saturday.

When the mid-day shift is introduced, such opening(s) will be posted in order to obtain volunteers. Such volunteers and new hires will be considered for assignment to the midday shift, but the Board/Administration retains the exclusive right to assign staff to the midday shift as determined by the Board/Administration.

Custodians/Cleaners - Day: 6:00 A.M. to 3:00 P.M.
 Mid-day: 11:00 A.M. to 8:00 P.M.
 Night: 2:30 P.M. to 11:30 P.M.

Maintenance - Day: 6:00 A.M. to 3:30 P.M.
 Mid-day: 11:00 A.M. to 8:30 P.M.
 Night: 2:30 P.M. to 12 midnight
 Summer optional as agreed upon by both parties:
 6: 00 A.M. to 3:30 P.M.

Notification of summer hours shall be given by June 1.

Tuesday through Saturday schedule:

Two employees work on the day shift.
 Two employees work on the mid-day shift.
 Two employees work on the night shift.

The Tuesday through Saturday schedule will be filled in the following manner:

Those employees currently working this schedule will remain on same. Any new openings will be filled by:

- a. Volunteer - Posting
- b. New hires - On seniority basis
- c. No employee with more than 3 years service will be assigned to this shift

unless agreed to by said employee.

Any employee who normally works mid-day or night shift and voluntarily agrees at management's request, or is otherwise assigned to work day shift during the summer, will receive their normal shift differential. This will be in effect for the duration of the current agreement.

2. Employees shall be guaranteed a 30-minute lunch break.
3. Each employee will be permitted a 15 minute break during the first four hours of the work shift, and an additional 15 minute break during the second four hours of the work shift. All such breaks are to be scheduled by management and are not to be taken by the employee without management authorization.
4. A schedule of all such breaks shall be posted by the district in each building. The schedule will be followed except in cases of safety or clean up emergency, in which case the scheduled break will be provided later in the day in the A.M. or P.M., as applicable.
5. Scheduled overtime work (defined as any outside event) at a particular school shall be offered first to the qualified custodian assigned to that school. In the event they are unavailable for work, the work should be offered to the custodians at the other schools; if no one is available, then the work should be offered to maintenance. When overtime is refused in accordance with the above, it is management's right to designate the lowest senior employee to work the overtime on an as needed basis. A maintenance person who works for five (5) or more consecutive days as a custodian is eligible for any scheduled overtime at the particular school. For this purpose, any overtime work refused by an employee shall be counted as hours worked. The Director of Facilities and Property or his/her designee shall endeavor to equalize the number of overtime hours among the employees in any classification during the school year. However, the assignment of an employee to scheduled overtime for any particular occasion shall rest with the discretion of the Director of Facilities and Property or his/her designee.
6. Scheduled maintenance overtime work shall be offered first to a qualified maintenance employee. When overtime is refused, it is the management's right to designate the lowest senior employee to work the overtime on an as needed basis. For this purpose, any overtime work refused by an employee shall be counted as hours worked. The Director of Facilities and Property or his/her designee shall endeavor to equalize the number of overtime hours among the employees in any classification during the school year. However, the assignment of an employee to scheduled overtime for any particular occasion shall rest with the discretion of the Director of Facilities and Property or his/her designee.
7. An employee who is assigned, in writing, to work temporarily in a higher paid classification will receive payment at the higher rate after working in the higher

classification for more than 7 consecutive days. Such employee shall be paid on the higher guide, at the same step he/she occupied prior to the temporary assignment.

ARTICLE VI WORK YEAR

A. School Year

The Board reserves the right to determine the calendar year. The school calendar adopted by the Board shall consist of one hundred ninety (190) days which shall include three (3) emergency days. Those emergency days which are unused will be deducted from the last days of the calendar. For students, the school calendar shall consist of one hundred and eighty-two (182) days. For teachers previously employed in the district the school calendar shall consist of one hundred and eighty-seven (187) days.

There will be five (5) in-service days per school year. The Administration has the option to eliminate in-service days and replace each day eliminated with six (6) hours of approved training. Part-time teachers have the same in-service requirements as full-time teachers. The Board may require that teachers new to the District attend up to five (5) additional in-service days during the summer recess before and after their first year of service. The total number of days over the two (2) periods of summer recess shall not exceed five (5) days. These days are without compensation. This includes teachers who return to the District after a break in service.

B. Secretaries

1. Vacation time must be approved in writing, as follows:
 - a. A person who wishes to take up to four (4) days vacation will need to have written approval for such vacation at least two (2) business days before the vacation begins.
 - b. A person who wishes to take five (5) or more days vacation will need to have written approval for such vacation at least five (5) business days before the vacation begins.

Such advance approval will be waived in an emergency situation involving the health or safety of the employee, spouse, domestic partner, child, child of domestic partner, parent or grandparent. It is understood that in such emergency situations, the employee will seek vacation approval as soon as possible.

2. Ten (10) month secretaries shall work from September 1, or the first day of school for teachers, whichever is earlier, to the last day scheduled for teachers and shall have the

same vacation days as teachers. Those ten (10) month secretaries who have completed eleven (11) years of service shall be eligible for three (3) additional vacation days.

3. Secretaries employed for twelve (12) months shall have those holidays listed for all employees on the school calendar adopted by the Board.
4. Secretaries employed for twelve (12) months shall have fifteen (15) vacation days earned after one (1) year of employment, plus one-half ($\frac{1}{2}$) of the Christmas and Spring recesses. Those twelve (12) month secretaries who have completed eleven (11) years of service shall be eligible for five (5) additional vacation days to be taken during the months of July and/or August.
5. Twelve (12)-month secretaries shall be entitled to time off to attend the NJEA Convention.

C. Instructional Assistants

1. The normal work year for instructional assistants will be 182 days for the duration of this Agreement.
2. Any instructional assistant contracted to work less than or more than the normal work year shall be paid the proportionate share of the normal annual salary.

D. Custodians/Maintenance/Cleaners

1. Vacation time must be approved in writing, as follows:
 - a. A person who wishes to take up to four (4) days vacation will need to have written approval for such vacation at least two (2) business days before the vacation begins.
 - b. A person who wishes to take five (5) or more days vacation will need to have written approval for such vacation at least five (5) business days before the vacation begins.

Such advance approval will be waived in an emergency situation involving the health or safety of the employee, spouse, domestic partner, child, child of domestic partner, parent or grandparent. It is understood that in such emergency situations, the employee will seek vacation approval as soon as possible.

2. All employees shall have off thirteen and one half ($13 \frac{1}{2}$) days holiday leave.

3. Employees hired prior to July 1, 1990, will be entitled to annual vacation as follows:

First through ninth year	- 15 days
10 th year	- 16 days
11 th year	- 17 days
12 th year	- 18 days
13 th year	- 19 days
14 th year	- 20 days
15 th year	- 21 days
16 th year	- 22 days
17 th year	- 23 days
18 th year	- 24 days
19 th year	- 25 days
After 20 years	- 25 days

All employees hired after July 1, 1990, shall be entitled to annual vacation as follows:

First through fifth year	- 10 days
Sixth through fifteenth year	- 15 days
After sixteenth year	- 20 days

During the first year of employment, the employee will earn a pro-rated portion of the ten (10) days vacation, to be taken during the succeeding school year. At the completion of each school year thereafter, the employee will become eligible for vacation entitlement, shown above to be taken during the succeeding school year.

All unused vacation time may be carried to the next school year upon approval by the Director of Personnel. This unused vacation time must be used by December 31st of that school year.

Custodians/Maintenance/Cleaners may not take vacation five (5) days preceding the start of school or the first five (5) days of school.

C/M/C employees must request approval from the Director of Personnel to attend programs at the NJEA convention.

E. Vacation Days for TOSAs

1. Vacation days will be earned based on the time worked in the previous year, from July 1 through June 30, pro-rated as needed.
2. Vacation entitlement will be determined by years of service in the District as a TOSA, based on the following schedule:
 - a. First through fifth year – 10 days

- b. Sixth through fifteenth year – 15 days
 - c. After sixteenth year – 20 days
4. Earned vacation time may be taken with prior approval of the immediate supervisor, and must be taken during non-instructional days, unless special permission is granted by the immediate supervisor.
 5. Vacation time cannot be carried over from one school year to the next. Any vacation time not taken by June 30 of the school year in which the vacation time became available for use will be converted to sick days, provided, however, that the number of sick days banked at the end of any school year may not exceed 15; and any vacation days remaining after banking 15 sick days will be lost.

ARTICLE VII
SENIORITY: Custodians/Maintenance/Cleaners

- A. Seniority is defined for purposes of this article as an employee's total length of continuous service within a classification listed in this Article. During the first ninety (90) days of employment, the employee will be classified as a temporary probationary employee. If at the end of the ninety (90) day period, the employee is offered a contractual appointment for the balance of the school year, the appointment will be retroactively dated to the start of the ninety (90) day period. During the ninety (90) day period, the employee will have no rights or privileges granted by this contract.
- B. Each time a question as to seniority arises between two or more qualified employees having the same total length of continuous contractual service, those employees all draw to determine seniority rank for the purpose in question.
- C. In all cases of a layoff, recall, and vacation schedules, employees with the greatest amount of seniority within the classification affected shall be given preference. A person laid off due to a reduction in the number of employees will be kept on recall status for two (2) calendar years. However, to be reemployed, the employee must be qualified for the position available.
- D. The Board shall maintain an accurate up-to-date seniority roster showing the date on which each employee's continuous contractual service began, his/her seniority in each applicable classification and pay rate, and a copy of same shall be made available to the LTEA.
- E. Upon a transfer or promotion to another classification, seniority in the former classification(s) shall continue to accrue, and seniority in the new classification shall begin to be earned on the effective date of the transfer/promotion.
- F. The classifications for purposes of a "bump" are "cleaner, custodian, maintenance."

**ARTICLE VIII
WORKING CONDITIONS**

A. Any custodian, maintenance person or cleaner who has at least three (3) consecutive years of continuous employment with the Board shall hold his/her position during good behavior and efficiency and shall not be dismissed or suspended or reduced in compensation, except as the result of the reduction of the number of employees in the district made in accordance with the provisions of Title 18A or except for neglect, misbehavior or other offense and only in the manner prescribed by sub-article B of Article 2 of Chapter 6 of Title 18A.

B. Safety

1. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
2. A joint Board-Employee Safety Committee shall be established to institute safety practices within the confines of all building and grounds under the jurisdiction of the Board. The committee shall consist of seven (7) members as follows:
 - a. Three (3) representatives chosen by the Board
 - b. Three (3) representatives chosen by the LTEA
 - c. The Board's Business Manager or designee

The Safety Committee shall study and make recommendations to the Board regarding safety generally, including but not limited to work clothes, foul weather gear, and safety eyeglasses. All recommendations of the Safety Committee will be reviewed by the Board and are subject to Board approval. The Safety Committee shall meet when needed but will hold at least one meeting quarterly.

3. For the duration of this contract the Board will supply the following safety items for custodians/maintenance/cleaner staff:
 - a. Safety glasses (non-prescription)
 - b. Foul weather gear prior to the start of each school year to any employees who are required to work outside in the weather.
 - c. Each employee will receive \$130 per year reimbursement towards the purchase of steel-tipped safety shoes.

The wearing of Board issue safety equipment is required.

- C.** The Board will supply uniforms (shirts and pants) and tools for custodians/maintenance/cleaner staff. The Board will supply five (5) uniforms per year, by October 1 of each year, for custodians/maintenance/cleaner staff.
- D.** All employees permanently or temporarily assigned as custodians or head custodians will be expected to perform simple repair tasks in the building to which they are assigned. Simple

repair tasks are defined but not limited to the following:

1. Tightening up screws in doors, equipment, banisters, etc.
 2. Installing new glides on furniture
 3. Installing pencil sharpeners and other small equipment
 4. Touch up painting
- E. The Board may, at its discretion, adopt work rules for the efficient, orderly, and timely operation of assignments performed by custodians/maintenance/cleaner staff. The work rules shall not include any references to matters relating to discipline. The Negotiation Chair/LTEA President will be given a copy of any work rules fifteen (15) days prior to the imposition of these work rules and the Negotiation Chair/LTEA President will be required to make any consultative comments he/she may have no later than ten (10) days after receipt of the proposed work rules. The Board will consider the comments of the Negotiations Chair/LTEA President, but the final adoption and implementation of the work rules document will be left to the discretion of the Board and its Agents. The LTEA will make every effort to facilitate the successful operation of these work rules but reserves the right to submit to the grievance procedure.

ARTICLE IX LEAVES OF ABSENCE

A. Sick Leave

Ten (10) month employees will be allowed eleven (11) sick leave days per year. Twelve (12) month employees will be allowed thirteen (13) sick leave days per year. Any unused sick leave from one school year may accrue and be used in any other school year, as follows: For the current school year the number of sick leave days so allowed, together with any sick leave days accrued as an employee of the Lawrence Township Board of Education, are available to the employee as of the effective date of contractual employment.

Sick leave for TOSAs will be the same as for Twelve (12) month employees.

B. Personal Leave

Up to three (3) days leave of absence for personal matters will be allowed per year. Application to the Superintendent or his/her designee for personal leave shall be made at least one (1) day before taking such leave (except in case of emergencies). One (1) day's notification shall be given for one (1) day of such leave and employee shall not be required to state the reason for taking such leave other than he/she is taking it under this Section. No employee will be allowed to take personal leave on the day before or the day after an authorized school holiday.

Unused personal days shall be accumulated as sick days to a total maximum of fifteen (15) days in any year.

C. Death In Family Leave

1. Death leave shall be defined to mean the leave from a post of duty of an employee due to the death of a member of the immediate family.
2. Immediate family: up to five (5) days leave per occurrence without loss of pay shall be granted when an employee suffers a loss of a member of the immediate family. "Immediate Family" shall include husband, wife, children, grandchildren, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, cohabitant partner, child of cohabitant partner, or any member of the employee's immediate household.
3. Other close relative: up to three (3) days leave per occurrence without loss of pay shall be granted when an employee suffers the loss of a sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law.
4. Close friend or a relative who is not a member of the immediate family: up to one (1) day of leave per occurrence without loss of pay shall be granted for any employee to attend the services for a close friend or relative who is not a member of the immediate family.
5. Computing days - in computing such days, the following days will not be counted: legal holidays, weekends, or other days when the employee's attendance is not required.
6. Unusual Circumstances - in unusual circumstances, the Superintendent is authorized to determine if a special relationship existed between the deceased and the employee which is not covered by any policy, and to determine if a leave is warranted due to these special circumstances. In such instances, the Superintendent is authorized to take discretionary action.

D. Sickness in the Family Leave

Up to three (3) days leave of absence per year without loss of pay will be allowed when personal presence is needed due to illness of a spouse, parent, grandparent, child, grandchild, brother, sister, spouse's parents, cohabitant partner, or child of cohabitant partner.

- E.** Leaves taken pursuant to Section B and D above shall be in addition to any sick leave to which the employee is entitled.

F. Disability/Maternity Leave

1. An employee who is unable to work due to a disability, including a maternity disability, may request a leave of absence for the period of time related to the disability. The Board shall not arbitrarily or unreasonably deny such requested leave. Unless the employee on leave has sick leave available and is otherwise able to use

sick leave, such leave of absence shall be without pay.

2. Any employee who becomes pregnant shall notify the Superintendent of her condition and, if she elects to remain in her position, may be required to submit periodic certification of her continuing fitness to perform her duties.
3. The Board recognizes that pregnancy-related disabilities must be treated like other disabilities. Thus, during the thirty (30) days preceding and the thirty (30) days following childbirth, when the employee is presumed to be disabled, she will be entitled to sick leave benefits.

Should disability occur earlier in the pregnancy or continue for more than one month following birth, the employee may use additional sick leave benefits if she presents a physician's statement attesting to her continued disability.

4. The Board reserves its right to request that an employee applying for leave submit a statement of health from her physician, and further reserves the right to require a maternity disability leave to start sooner than requested should the employee's condition (mental or physical) warrant this action. Any such action shall be subject to the procedure described in F:1 and F:2 of this Article.
5. The Board shall not remove any employee from her duties during pregnancy, except on any one of the following basis:
 - a. Performance: her performance has substantially declined from the time immediately prior to her pregnancy.
 - b. Physical Incapacity: her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:
 - (1) The employee fails to produce a certification from her physician that she is medically able to continue working; or
 - (2) The Board's physician and the employee's physician agree that she cannot continue working; or
 - (3) Following any difference of medical opinion between the Board's physician and the employees physician, the Board may request expert consultation in which case a third impartial physician, agreed upon by the employee and the Board, shall be appointed to examine the employee and render a medical opinion which shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.
 - c. Just Cause: any other "just cause" as defined in NJSA Title 18A.

6. When the anticipated period of disability occurs early in the school year and therefore could substantially disrupt the continuity of the educational process, it may be in the best interest of both parties for the leave to start at the beginning of the school year. Should both the Board and the employee agree, the employee may use up to two (2) months of accumulated sick leave, despite the requirement that to receive disability payments an employee must work until one (1) month before childbirth.
7. In the case of pregnancy, the commencement date of the requested maternity disability leave may be any time prior to birth.
8. The Board recognizes that pregnancy does not necessarily disable an employee. Thus, no employee will be required to take unpaid leaves of absences for pregnancy. As described in Article F:2 the Board may at its discretion require periodic physician certification of the employee's continued fitness to perform her duties.
9. As the Board permits employees to work until they are disabled by pregnancy, should an employee choose to take an unpaid leave prior to any actual disability, this employee will not be able to receive sick leave payments when disability does occur.
10. Except as otherwise provided in this Article, no employee on maternity disability leave shall be barred from returning to work after the birth of her child by any prescribed waiting period between the birth of her child and the date of return to work; however, each such employee shall be required to file, at least two weeks prior to the date of her return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician stating that she is physically capable of resuming her full duties, provided that if the Board's physician is not in agreement, that conflict of medical opinion shall be resolved in the same manner as set forth in F:5-b(3) of this Article.

G. Child Care and Adoption Leaves of Absence

1. The Board shall grant child care or adoption leaves of absence without pay to employees under the following terms and conditions:
 - a. An employee may request an unpaid leave of absence to care for a newly born or adopted child.
 - b. Employees seeking an unpaid leave of absence for child care or adoption shall, when possible, make written application to the Superintendent not less than ninety (90) days prior to the requested commencement date of the leave. This ninety (90) day notification period may be reduced by agreement between the employee and the Superintendent.

2. An employee may return to work within the school year in which the leave begins provided he or she shall have specified the month when he or she desires to return. Any change of the date of return within the same school year shall only be allowed at the discretion of the Board, provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. Such change may be granted by the Board for reasons associated with the pregnancy, birth, adoption or for other proper causes provided that such change will not substantially interfere with administration of the school. An employee granted a leave of absence with a return date during the same school year, who wishes to extend said leave beyond the school year in which it commences, shall be permitted to do so if he/she makes application at least three (3) weeks prior to the commencement date of his/her leave of absence.
3. An employee granted a leave of absence under this Article shall be eligible for an increment in the following year (or in the year in which he/she actually returns from such leave) provided he/she has worked at least one-half of the contractual work year.
4. No employee on child care or adoption leave shall, on the basis of said leave, be denied the opportunity to substitute in the Lawrence Township School District in the area of his/her competence.
5. Return to Service - an employee returning to service after a child care or adoption leave shall be considered for the same position that was held at the time the leave began, if vacant, or if not, to a substantially equivalent position.

H. Family Leave

A leave of absence without pay up to one (1) year may be granted an employee for the purpose of caring for a member of the employee's immediate family, which is defined as father, mother, brother, sister, husband, wife, cohabitant partner, children, father-in-law, mother-in-law, grandmother, grandfather, or grandchildren. The terms and conditions upon which such leave is granted shall be established in each case by recommendation of the Superintendent and approval by the Board. Employees on such leave are entitled to full benefits for up to twelve (12) weeks in conformity with the New Jersey Family Leave Act.

I. Military Leave

Military leave without pay shall be granted to an employee drafted into or recalled to military service, or volunteering in a period of national emergency, of the United States. An employee on military leave of absence shall be entitled upon return to work to such tenure, pension and other unemployment benefits as were provided by applicable statutes.

- J. Upon return to work from any approved extended leave of absence, the employee shall be assigned to the same position assignment formerly held or another similar position within the system at the discretion of the Superintendent.

K. The Board may grant such additional leaves of absence without pay as it may deem necessary and appropriate.

L. A registered letter, mailed returned receipt requested, will be sent to the employee by the Superintendent thirty (30) days prior to the termination of leave and the employee involved will be required to notify the Superintendent by registered mail no later than three (3) days after receipt of the letter of the employee's intent to resume his/her employment.

M. Jury Duty

When employees serve on jury duty, they will be paid their regular contractual salary for each day they are required to report and be available for selection as a juror. In return they will sign over to the Board any payment received for such jury duty.

**ARTICLE X
SABBATICAL LEAVES OF ABSENCE**

A. Appropriate Purpose for Sabbatical Leaves of Absence

1. Sabbatical leaves of absence for the following purposes will be considered appropriate:

- a. Formal graduate study or approved professional improvement;
- b. Independent research undertaken in consultation with the Superintendent;
- c. Writing a doctoral dissertation; and
- d. Schedule of travel planned in consultation with the Superintendent.

2. **Leaves for Study or Research**

Any employee covered by this Agreement who has served in the Lawrence Township Public Schools for a period of at least seven (7) consecutive years, may, on the recommendation of the Superintendent of Schools, be granted, by the Board, a sabbatical leave of absence for one (1) academic year, or one (1) semester, for the purpose of approved study or research planned to effect self-improvement and benefit to the school system.

3. **Leave for Travel**

Any employee covered by this Agreement who has served in the Lawrence Township Public Schools for a period of at least ten (10) consecutive years, may, on the recommendation of the Superintendent of Schools, be granted by the Board of Education, sabbatical leave of absence for one (1) academic year, or one (1) semester, for the purpose of approved travel planned to effect self-improvement and benefit to the school system.

B. Number of Leaves to be Granted to an Individual

Except for unusual circumstances, another sabbatical leave of absence, with pay, of any type will not be approved earlier than the completion of five (5) consecutive years of service in the Lawrence Township Public Schools after the return from previous sabbatical leave of absence.

C. Salary During Sabbatical Leaves

1. Any employee covered by this Agreement on Sabbatical leave of absence shall receive a salary equal to one-half (1/2) the contractual salary to which he/she would be entitled had he/she remained in the school system, for the period of the leave, except for sabbatical leaves of one-half (1/2) year for study or research.
2. Any employee covered by this Agreement on sabbatical leave for one-half (1/2) year of study or research as defined in A-2 shall receive the full salary to which he/she would have been entitled had he/she remained in the school system, that half year.
3. Sabbatical leaves may be combined with programs of study, research, writing, or travel which are financed by outside noncommercial agencies such as universities or foundations.

D. Application for Sabbatical Leaves of Absence

1. Applications for leaves starting the first semester may be submitted to the Superintendent no later than the first day of school of the preceding April.
2. Applications for leave starting the second semester must be submitted to the Superintendent not later than the first school day of the preceding November.
3. Applications for sabbatical leaves of absence must be made in the standard form provided by the Superintendent's Office.

E. Conditions Under Which Sabbatical leaves of Absence Will Be Granted

1. A maximum of four (4) employees (whether certificated or non-certificated) may be granted sabbatical leave during any contract year.
2. A sabbatical leave of absence with pay will be granted for only one (1) academic year's or one (1) semester's duration.
3. All activities for which leaves are granted must be planned in consultation with the Superintendent. Any major changes in such plans must also be planned in consultation with the Superintendent and approved in advance by the Board. Such leaves will be conditional upon obtaining an acceptable replacement.

4. In cases of sabbatical leaves of absence for pursuance of formal graduate study, a minimum of twenty (20) credit points will be required for full year leaves and ten (10) credit points for one (1) semester leaves. The study must be in courses for which formal college graduate credit is granted. The content of the course pursued should be in the staff member's own field of work in the Lawrence Township Schools or in closely related fields.
5. When formal college credit has been granted during the leave, an official transcript will be required. When leaves have been granted for any other purpose, written reports planned in consultation with the Superintendent of Schools will be required, except in cases of leaves for rest and recuperation.
6. Sabbatical leaves of absence will not be granted for the purpose of engaging in gainful occupations or for the purpose of studying for a trade or another profession.
7. Before beginning the sabbatical leave, the person granted the leave shall enter into contract to return to active service in the Lawrence Township Public Schools for a period of at least two (2) years after the expiration of such leave. A staff member who does not fulfill this agreement shall repay to the Lawrence Township Board of Education a sum bearing the same ratio to the amount of salary received while on leave of absence that the unfulfilled portion of the two (2) subsequent years' service bears to the full two (2) years; provided, however, that the staff member shall be released from such payment if his/her failure to serve the two (2) years as stipulated is due to his/her illness, disability, or death, or if he/she is discharged from his/her position by the Board of Education.
8. During the sabbatical leave the staff member will retain all rights as if in full-time employment including tenure, pension, and eligibility for salary increment.
9. Outside activities in which staff members engage for pay during the regular school year may be continued during a sabbatical leave of absence but must not be expanded in any way during the leave without the approval of the Superintendent.
10. Staff members while on leave will not be employed to do any work for the school system during the period of the leave.
11. A registered letter mailed return receipt requested will be sent by the Superintendent thirty (30) days prior to the termination of leave and the employee involved will be required to notify the Superintendent by registered mail no later than three (3) days after receipt of the letter, of the employee's intent to resume his/her employment.

ARTICLE XI EVALUATION

A. Certificated Staff

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
2. The State minimum number of observations shall be performed for both tenured and non-tenured teaching staff members. More frequent observations may be conducted if deemed desirable in the case of any teacher for proper evaluation of work performance.
3. Teachers shall be afforded the opportunity to review with the individual making a written report of the observation the contents thereof and to append their comments with respect to such content. The teacher shall sign such report to indicate that it has been shown to and reviewed by him/her.
4. It is recognized by the parties that the purpose of teacher evaluation is primarily to acquaint the teacher with his/her indicated strengths and weaknesses and to suggest how such strengths can be maintained and improved and such weaknesses reduced or eliminated. In this connection, teachers will be afforded the opportunity to discuss written evaluation of their performance with appropriate higher supervision.
5. Any proposed changes in the existing evaluation procedure shall be negotiated between the Board and the Association.

B. Non-certificated Staff

1. The Board reserves its right to conduct and implement a performance evaluation program as designed by the Board.
2. It is recognized by the parties that the purpose of the evaluation is to acquaint the employee with his/her indicated strengths and weaknesses and to suggest how such strengths can be maintained and improved and such weaknesses reduced or eliminated.
3. Each employee will be evaluated at least one time during the school year and the employee shall have the opportunity to confer with the evaluator for the purpose of identifying strengths, weaknesses and other information contained in the evaluation. The employee will receive a copy of the written evaluation prior to the conference. The employee shall be required to sign the evaluation at the completion of the conference. The employee will also be afforded an opportunity to add his/her written comments as an attachment to the evaluation.
4. Copies of all performance evaluations shall be filed in the central personnel office.

**ARTICLE XII
HEALTH INSURANCE**

(Note that the language of this Article is subject to the provisions of P.L. 2010, Chapter 2 and P.L. 2011, Chapter 78.)

- A. Employees may voluntarily participate in the Hospital Service Plan of New Jersey (Blue Cross, Blue Shield, Rider J) and in the Blue Cross/Blue Shield Major Medical Plan, HMO Blue, U.S. Healthcare, current dental insurance company, Paid Prescription, and VSP Vision.
- B. Deductions from the salary payments of participating members of the Plan for the premiums shall be made by the Secretary of the Board, and the premiums paid by him/her to the appropriate agency. The Secretary shall keep on file the signed section of the application form which authorized the deduction.
- C. For employees enrolled in the various available insurance plans, the Board will pay the following amount:
 - 1. Blue Cross/Blue Shield (UCR Series)/ Rider J 100% (Drug Prescription Plan) (Major Medical Plan) Single Plan.
 - 2. Blue Cross/Blue Shield (UCR Series)/Rider J 95% (Drug Prescription Plan) (Major Medical Plan) Family Plan.
 - 3. Blue Cross/Blue Shield (UCR Series)/ Rider J 95% (Drug Prescription Plan) (Major Medical Plan) Husband and Wife Plan.
 - 4. Blue Cross/Blue Shield (UCR Series)/ Rider J 95% (Drug Prescription Plan) (Major Medical Plan) Parent and Child Plan.
 - 5. Blue Cross/Blue Shield (UCR Series)/ Rider J 95% (Drug Prescription Plan) (Major Medical Plan) Medicare Plan:

Single Plan	100%
Family Plan (1 over 65)	95%
Family Plan (2 over 65)	95%
Husband-Wife (1 over 65)	95%
Husband-Wife (2 over 65)	95%
 - 6. Prescription Drug only:

Single	100%
Family	95%
Husband and Wife	95%

7. Managed Care: PPO/HMO
Effective July 1, 2008, PPO/HMO: 100% **employee only**;
95% **employee/dependents**.
8. Effective July 1, 2005, HMO Blue will now require a ten dollar (\$10.00) office visit co-pay.

D. Medical Insurance Eligibility

1. Certificated Staff and Secretaries

- a. Secretaries and certificated staff who commence employment on or after September 1, 1998 shall be entitled to the PPO/HMO plans at the above rates. The individual may at his/her own expense pay through payroll deduction the difference in premium for the district's traditional indemnity plan.

2. Instructional Assistants

- a. Full time teaching assistants (6 hour minimum) shall, upon commencement of the tenth (10) year of employment, be entitled to employee only Board paid HMO or PPO. The individual may at his/her own expense pay through payroll deductions the difference in premium for family PPO or family HMO or for the district's indemnity plan (from PPO). Part-time teaching assistants, commencing with the 20th year of employment, working less than six hours per day shall be entitled to a pro-rata portion of Board paid health insurance.

Prescription Plan: Same as teachers' plan.

- b. The Board agrees to make available to each employee and dependent at no cost to the Board medical insurance protection.

3. Custodians/Maintenance/Cleaners

- a. Custodial/Maintenance staff, working a normal work day, shall be entitled to coverage in the HMO or PPO plans, at contribution levels described above. The individual may at his/her own expense pay through payroll deduction the difference in premium from the PPO to the district's indemnity plan.

E. Miscellaneous

1. With reference to medical benefits, any married couple who both work for the Lawrence Township Board of Education and who are both full-time employees entitled to participate in hospitalization programs may, at their option, elect to both enroll under one medical policy at no cost to the employee. The intent of this provision is to provide a full-time Board employee who is married to a full-time Board employee with the option to participate under one medical policy in lieu of the option of electing two (2) medical policies. Ordinarily, the employee would

contribute 5% towards family, husband/wife or parent/child premium. Employees electing this option would forgo the 5% employee contribution making the entire premium for the one hospitalization policy the obligation of the Board.

2. IRS Code Section 125 Plan - the Board will pay to create and maintain a section 125 plan enabling all covered employees to receive the dollar value of 25% of the cost of the individual's medical insurance premium. An employee who qualifies for dependent coverage may waive such coverage and will be compensated at the appropriate dependent coverage rate, otherwise compensation will be at the single rate.
 - a. Individuals must choose to maintain insurance or accept payment annually or at such other times as a life-changing event occurs, such as death, divorce or loss of job by spouse, thereby leaving the employee without insurance coverage.
 - b. An individual must provide evidence of coverage under another health insurance policy in order to be eligible for the "opt out" payment.
 - c. The payment will be made in two equal lump sum payments, one in the middle of the work year and one at the end of the work year.
3. The annual deductible under the medical/surgical plan shall be \$200.00 per individual and \$400.00 per family.
4. The Board will pay \$500 annually toward the health premium of a retired secretary who:
 - a. actually retired pursuant to PERS (not vesting)
 - b. served the district for a minimum of 20 years
 - c. is between the ages of 55 and 65 years
5. On a prospective basis only the Board shall pay, as of 1994-95, \$600.00 toward the health insurance premium for retired Custodians/Maintenance/Cleaners who:
 - a. actually retired under PERS
 - b. served the district for a minimum of 15 years
 - c. are between the ages 55 and 65 years

F. Dental Insurance

1. Certificated Staff, Secretaries, Custodians/Maintenance/Cleaners

Effective July 1, 1985, a full family dental program will be provided by the Board of Education. This program shall be consistent with the plan described by the proposal submitted by the Connecticut General Plan or the New Jersey Blue Cross/Blue

Shield. Effective July 1, 2004, the Board will pay for 100% of the premium for single employee coverage and 95% of the premium for all other plans, with no cap on the amount.

Effective July 1, 2008, the plan will have an annual deductible of \$100 per person, to a maximum of \$200 per family.

2. Instructional Assistants

The Board shall provide 100% of the cost for the employee only (in the above dental plan) for employees working a normal work day. For those employees working less than the normal work day, the Board's share of the premium shall be pro-rated.

Effective July 1, 2008, the plan will have an annual deductible of \$100 per person, to a maximum of \$200 per family.

G. Prescription Plan

1. Certificated Staff, Secretaries, Custodians/Maintenance/Cleaners

The co-pay under the prescription plan shall be \$12.00 for name brands, \$5.00 for generic, and \$24/\$10 for a 90 day supply ordered by mail. Prescriptions shall not be reimbursable through the major medical plan unless they are specifically excluded under the prescription plan. Co-payment under the prescription plan is always reimbursable under the major medical plan.

Effective July 1, 2005, the co-pay under the prescription plan shall be \$15.00 for name brands, \$10.00 for generic, and \$30/\$20 for a 90 day supply ordered by mail.

2. Instructional Assistants

The Board shall provide 100% of the cost of the employee only (in the above prescription drug plan) for employees working a normal work day. For those employees working less than the normal work day, the Board's share of the premium shall be pro-rated.

Effective July 1, 2005, the co-pay under the prescription plan shall be \$15.00 for name brands, \$10.00 for generic, and \$30/\$20 for a 90 day supply ordered by mail.

H. Vision

1. Certificated Staff, Secretaries, Custodians/Maintenance/Cleaners

a. Effective July 1, 2009, the Board shall change to a family vision plan program provided by VSP, with a \$20 deductible.

b. For Custodians/Maintenance/Cleaners, the Board will replace broken glasses if broken as part of the job.

2. Instructional Assistants

The Board shall provide 100% of the cost for the employee only of the current vision plan for employees working a normal work day. For those employees working less than the normal work day, the Board's share of the premium shall be pro-rated.

- I. The Board of Education retains the right to change insurance carriers provided that the benefits remain unchanged. No change in carrier will be made without prior consultation and input from the Association.

NOTE: Those plans covering children shall continue until the child is age 23 and x-ray and laboratory fees shall be covered to a combined annual maximum of \$400.

**ARTICLE XIII
MEETINGS WITH SUPERINTENDENT**

The Association's representatives shall meet with the Superintendent (and designees at his/her discretion) at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement.

**ARTICLE XIV
TRANSFERS AND REASSIGNMENTS**

- A. The parties recognize that the assignment, transfer and promotion of personnel is a management function vested by law exclusively in the Board, and that nothing in this Agreement should be construed to derogate from the power and responsibility of the Board in regard to such matters. In order to assist the Board in performing this function, as well as to make available as many opportunities as possible for voluntary transfers and promotions within the school system, the parties agreed to the procedural provision hereinafter set forth.

B. Certificated Staff

- 1. No later than March 20 of each school year, the Superintendent shall deliver to the Association and post in all school buildings, a list of the known vacancies which shall occur during the following school year.
- 2. Professional employees who desire a change in grade, subject or position, or who desire to transfer to another building may file a written statement of such desire with the Superintendent not later than April 1. Such statement shall include an accurate description of the position(s) to which the professional employee desires to be transferred, in order of preference.

3. Notice of an involuntary transfer or reassignment shall be given to professional employees as soon as practicable, and except in cases of emergency not later than June 1. If notice is provided after June 1, the employee has the option to move to his/her new classroom during the remainder of the school year while being provided with a substitute teacher for up to two (2) school days or to move during the following school year as mutually scheduled with the Building Principal. A teacher in grades Kindergarten through six shall be notified of a relocation of classroom in his or her currently assigned building within seven days of the principal's decision.

4. An involuntary transfer or reassignment shall be made only after a meeting between the professional employee and the building principal, at which time the professional employee shall be notified of the reason thereof.

5. Application Procedure

Teachers who desire to apply for a position which may be filled, during the summer period when school is not regularly in session, shall submit their name to the Personnel Department, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Personnel Department shall notify such teachers of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. In addition, the Personnel Department shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office in each school, and a copy of said notice shall be given to the Association.

C. Certificated and Secretarial Staff

1. Date of Posting

When school is in session, a notice shall be posted as soon as possible in each school ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than ten (10) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Members who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.

2. Criteria for Notice

In both situations set forth in Sections one (1) and two (2) above, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth.

D. Custodians/Maintenance/Cleaners

1. Employees assigned to the second and third shift employed prior to June 30, 1995, shall receive the shift differential when calculating vacation pay.
2. Any changes in shift or hours of work of an employee must be discussed by the employer and the employee prior to the effective date. The LTEA will be notified of any proposed change in shift or hours prior to the employee being notified and shall have the right to be present during such discussions.
3. Any employee who is transferred on a temporary basis shall be given written notice of same. Such notice shall include the length of time and location of transfer. Maximum length of transfer on a temporary basis shall be 30 days.
4. Every vacancy for any position covered by this Agreement, and which vacancy is to be filled shall be posted at least five (5) days before the position is filled. Posting will include the job title, classification, shift, job location, and shall be posted, in addition to other locations, on Custodian Room Bulletin Boards. Vacancies will be filled only at the Board's discretion and candidates will be selected in accordance with qualifications and seniority as defined in Article VII. The Board reserves the right at times of job vacancies to temporarily transfer a custodian from one school to another or from one shift to another.
5. To be eligible to bid for a head custodian vacancy, employee (s) must be a custodian one (1) year prior to the vacancy or have comparable custodian experience within the district. Effective July 1, 1989, any head custodian now employed must have a valid boiler license and driver's license.

E. Instructional Assistants

1. Opportunity will be given to any employee meeting qualifications as prescribed to apply for and receive fair consideration for any position which becomes vacant.
2. Every vacancy for any position covered by this Agreement shall be posted for at least five (5) days before the closing date for filing applications. Posting will include the job title, job location and hourly salary and shall be posted in each school.

**ARTICLE XV
MANAGEMENT RIGHTS**

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and according, to provisions of State law, retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulation:

1. to hire, promote, transfer, assign and retain employees in positions within the school district and for just cause to suspend, demote, discharge or take other disciplinary action against employees;
 2. to abolish any such position for reasons of economy or because of reduction in the number of pupils or of change in the reorganization of the district or for other good cause;
 3. to maintain the efficiency of the school district operations entrusted them;
 4. to determine the means by which such operations are to be conducted;
 5. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. The rights of the Board shall include, but not be limited to, the provisions set forth in this paragraph;
 6. to establish and administer (not related to terms and conditions of employment) Board activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Board; and
 7. to determine areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Board.
- B.** It is understood by all parties that under the ruling of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

ARTICLE XVI EXTRA-DUTY POSITIONS

It is agreed by the parties that extra-duty positions will be filled only at the discretion of the Board of Education. If the Board of Education deems within its jurisdiction not to fill a particular extra-duty position, that position shall remain unfilled for as long a term as is decided by the Board of Education. New positions not filled by the Board of Education may also be eliminated from the payment scale if the position remains unfilled for one (1) academic year. New positions may be added at the discretion of the Board, at any time. Salary scales for new positions will be negotiated with the bargaining agent.

ARTICLE XVII WORK CONTINUITY CLAUSE

The parties agree that for the life of this Agreement, there will be no strikes, slow downs, job actions or work stoppages.

**ARTICLE XVIII
MISCELLANEOUS**

- A. 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.
- B. Whenever any legal notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified mail at the following addresses:
 - 1. If by Association, to Board at 2565 Princeton Pike, Lawrenceville, N.J. 08648.
 - 2. If by Board, to Association President at home address.
- C. Copies of this Agreement shall be posted on the District website within thirty (30) days after the Agreement is signed.
- D. This Agreement incorporates the entire understanding of the parties on all negotiable matters and shall not be added to or deleted from until the subsequent reopening of negotiations in adherence with the dates set forth in this Agreement.
- E. Anything to the contrary notwithstanding, nothing in this Agreement shall be deemed to constitute a waiver by the Board of or to deny or restrict the Board in the exercise of the rights, responsibilities, or authority granted to it under applicable statutes.
- F. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- G. The Board/Administration may assign a teacher to an additional one or two years of mentoring beyond the first year. The teacher will be responsible for all mentoring fees and will not be reimbursed for the fees associated with the first year of mentoring. A teacher will be reimbursed for fees associated with mentoring for a second and/or third year, provided the teacher is employed in the District for five (5) continuous school years. Such reimbursement will be made, in full, at the beginning of the fifth year of employment.

**ARTICLE XIX
UNUSED SICK LEAVE AT RETIREMENT**

A. Certificated Staff/Secretaries

- 1. The Board shall pay a retiring employee at the employee's daily rate, to a maximum payment of \$14,750, for one-half (1/2) of the employee's total unused sick leave accrued

in the Lawrence Township School District. Such unused sick leave must have been accumulated while working for the school district. A retiring employee shall be defined as a person who has applied for and is receiving pension benefits from PERS/TPAF. The foregoing benefit shall be paid to the estate of any employee who deceases while employed by the Board.

2. The Board shall pay a resigning employee, who has at least fifteen (15) years of service in the Lawrence Township School District, and who takes a deferred retirement under PERS/TPAF, at the employee's daily rate for one-half (1/2) of the employee's total unused sick leave accrued in the Lawrence Township School District. Payment shall be capped at one-half of the maximum payment set forth in paragraph A.1. (e.g., \$6,500 for 2006-07). Such unused sick leave must have been accumulated while working for the school district. Any person who receives a payment under this paragraph and later returns to the New Jersey pension system shall immediately reimburse the District for the payment received.

B. Instructional Assistants

An employee retiring from the district after fifteen (15) years of service in the Lawrence Township Public Schools shall be compensated at a rate of one (1) day for every two (2) days for his/her total sick leave accumulated while working for the school district, up to \$3,600. A retiring employee shall be defined as a person who has applied for and is receiving pension benefits from PERS/TPAF.

C. Custodians/Maintenance/Cleaners

The Board will pay to a retiring employee an amount not to exceed \$8,600 for one-half (1/2) of the employee's total unused sick leave accrued in the Lawrence Township School District. To calculate the amount payable, (subject to the maximums) multiply the employee's annual salary divided by 240 days times one-half (1/2) the number of unused sick days. A retiring employee shall be defined as a person who has applied for and is receiving pension benefits from PERS.

Whenever a permanent employee dies, having earned annual vacation leave or unused sick leave, there will be calculated and paid to his estate, a sum of money equal to the earned pro-rated vacation based on his salary at the time of his death.

D. All Staff

If the Director of Personnel receives written notification of the retirement at least six (6) months in advance of the retirement date the employee will receive payment within two (2) months of the date of retirement. If less than six (6) months advance notice is provided, the payment will be made within fourteen (14) months of the date of retirement.

**ARTICLE XX
AGENCY SHOP**

The parties agree to implement an agency shop provision pursuant to New Jersey Statutes. This provision shall be effective upon the submission of an appropriate demand and return system to the Board.

The Association agrees to indemnify and hold the Board harmless against any liability for costs, judgments and/or legal fees which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- A. the Board gives the Association timely notice in writing of any claims, demand, suit or other form of liability in regard to which it will seek to implement this Paragraph; and
- B. if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and in all other aspects of said defense.

The Board will collect and distribute to the Association 85% of one-half (½) of the professional annual dues of the Association from any non-Association employee who performs an EDP and/or is paid on a per hour or per diem basis.

**ARTICLE XXI
PROFESSIONAL DEVELOPMENT**

- A. The Board shall provide \$75,000 for tuition reimbursement of all employees. Application for reimbursement must be made prior to August 1 of any given year and is subject to prior approval by the Superintendent of Schools. To be eligible for reimbursement, a course must relate to the employee's current assignment, or certification covered by contract, and provides benefit to the school district.
- B. The amount of reimbursement shall be calculated as follows:
 - 1. The amount of reimbursable tuition for which applications are submitted prior to August 1 shall be determined.
 - 2. If the total amount is less than the allotted amount for any given year, each individual will be reimbursed for the total amount of his or her application as follows:
 - a. teaching staff members shall be reimbursed for a maximum of nine (9) graduate credits per year at the state college rate;
 - b. non-certificated staff shall be reimbursed for a maximum of two (2) courses

(maximum of 6 credits) per year at the state college rate.

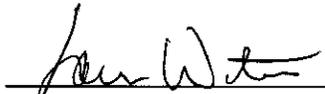
3. Any residual amount will be distributed among the staff who paid for more than nine (9) credits in the applicable year. Payment shall be made on a pro-rated basis predicated upon the residual amount and the total number of excess credits for all such staff.
 4. If the total amount is greater than the allotted amount for any given year, a factor will be calculated by dividing the allotted amount by the total number of credits submitted for reimbursement. Each individual will be reimbursed an amount equal to the number of credits submitted multiplied by the calculated factor.
 5. Payment shall be made prior to September 1.
- C. Any employee who voluntarily leaves the school district within two (2) calendar years of completion of a course for which he/she is reimbursed shall at the time of separation reimburse the Board of Education for the full amount of its original payment.
- D. Any employee who voluntarily completes a district-sponsored, or district-approved in-service development program, outside of the regular work hours, shall receive a salary adjustment, effective the beginning of the following school term in the amount of twenty dollars (\$20.00) per in-service unit. Each in-service unit shall include a minimum of ten (10) clock hours of attendance and participation. The twenty dollar (\$20.00) payment shall become a permanent part of salary for all personnel who complete the district-sponsored or district approved in-service development program. Payment will be distributed in equal amounts and added to the base salary. This paragraph expires on June 30, 2004. Staff receiving salary adjustments on that date will continue to receive such adjustments.

ARTICLE XXII DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2011, and shall continue in full force and effect until June 30, 2014. This Agreement shall not be extended orally and may not be modified in whole or in part except by an instrument in writing, duly executed by both parties.
- B. The Board's representatives and the recognized or certified employee representatives as selected by their respective organizations, shall enter into collective negotiations concerning a successor agreement to this Agreement not later than one hundred and twenty (120) days prior to the budget submission date of this public employer. Such negotiations shall begin with the complete proposals of employee representatives being submitted to the Board. The Board will provide data as to the number of employees on various salary guide steps as soon as practicable prior to November 1, 2013.

C. IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by the President, attested to by its Secretary and its corporate seal to be placed hereon.

LAWRENCE TOWNSHIP BOARD
OF EDUCATION

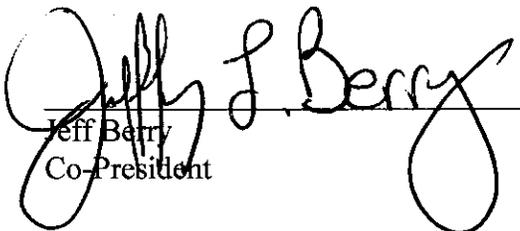


Laura Waters, Ph.D.
President

LTEA

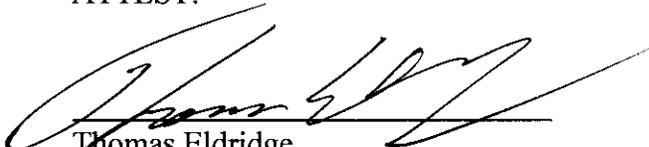


Barbara Levine
Co-President



Jeff Berry
Co-President

ATTEST:



Thomas Eldridge
Secretary

ATTEST:



Kristine Benson
Secretary

This Agreement shall be separately recommended unanimously by the two bargaining committees to their respective memberships.

STIPULATION OF AGREEMENT

Teachers who obtain national certification shall receive an annual salary adjustment (pensionable) of \$1,000. This amount will be shown on a separate column.

**SCHEDULE A
SALARY GUIDE FOR PROFESSIONAL EMPLOYEES
2011-12**

STEP	BA	BA+30	MA	MA+30
1	50,460	51,960	53,160	55,660
2	52,255	53,755	54,955	57,455
3	52,585	54,085	55,285	57,785
4	53,225	54,725	55,925	58,425
5	53,785	55,285	56,485	58,985
6	54,985	56,485	57,685	60,185
7	56,185	57,685	58,885	61,385
8	57,385	58,885	60,085	62,585
9	58,585	60,085	61,285	63,785
10	59,785	61,285	62,485	64,985
11	60,985	62,485	63,685	66,185
12	62,185	63,685	64,885	67,385
13	63,385	64,885	66,085	68,585
14	65,385	66,885	68,085	70,585
15	69,115	70,615	71,815	74,315
16	73,115	74,615	75,815	78,315
17	77,235	78,735	79,935	82,435
18	82,470	83,970	85,170	87,670

LONGEVITY

15 years	=	\$1,500
20 years	=	\$1,750
25 years	=	\$2,000
30 years	=	\$2,500

**SCHEDULE A
SALARY GUIDE FOR PROFESSIONAL EMPLOYEES
2012-13**

STEP	BA	BA+30	MA	MA+30
1	50,460	51,960	53,160	55,660
2	51,715	53,215	54,415	56,915
3	52,969	54,469	55,669	58,169
4	53,609	55,109	56,309	58,809
5	54,169	55,669	56,869	59,369
6	55,369	56,869	58,069	60,569
7	56,569	58,069	59,269	61,769
8	57,769	59,269	60,469	62,969
9	58,969	60,469	61,669	64,169
10	60,169	61,669	62,869	65,369
11	61,369	62,869	64,069	66,569
12	62,569	64,069	65,269	67,769
13	63,769	65,269	66,469	68,969
14	65,769	67,269	68,469	70,969
15	69,499	70,999	72,199	74,699
16	73,499	74,999	76,199	78,699
17	77,619	79,119	80,319	82,819
18	82,854	84,354	85,554	88,054

LONGEVITY

15 years	=	\$1,500
20 years	=	\$1,750
25 years	=	\$2,000
30 years	=	\$2,500

**SCHEDULE A
SALARY GUIDE FOR PROFESSIONAL EMPLOYEES
2013-14**

STEP	BA	BA+30	MA	MA+30
1	50,460	51,960	53,160	55,660
2	51,604	53,104	54,304	56,804
3	52,747	54,247	55,447	57,947
4	53,891	55,391	56,591	59,091
5	54,451	55,951	57,151	59,651
6	55,651	57,151	58,351	60,851
7	56,851	58,351	59,551	62,051
8	58,051	59,551	60,751	63,251
9	59,251	60,751	61,951	64,451
10	60,451	61,951	63,151	65,651
11	61,651	63,151	64,351	66,851
12	62,851	64,351	65,551	68,051
13	64,051	65,551	66,751	69,251
14	66,051	67,551	68,751	71,251
15	69,781	71,281	72,481	74,981
16	73,781	75,281	76,481	78,981
17	77,901	79,401	80,601	83,101
18	83,136	84,636	85,836	88,336

LONGEVITY*

20 years	=	\$1,750
25 years	=	\$2,000
30 years	=	\$2,500

* Effective July 1, 2013, all longevity levels below 20 years were eliminated. Any employee who received, prior to July 1, 2013, a longevity payment for a level below 20 years will continue to receive that payment until a 20 year longevity level is reached.

**SCHEDULE B
SALARY GUIDE FOR SECRETARIES
2011-12**

STEP	GROUP 1	GROUP 2	Step movement during the term of this Agreement.			
			<u>10-11</u>	<u>11-12</u>	<u>12-13</u>	<u>13-14</u>
1	37,000	34,000				
2	40,779	37,072				1
3	41,879	38,072			1	2
4	42,979	39,072		1	2	3
5	44,079	40,072		2	3	4
6	45,179	41,072	1	3	4	5
7	46,279	42,072	2	4	5	6
8	47,379	43,072	3	5	6	7
9	48,479	44,072	4	6	7	8
10	51,585	46,895	5	7	8	9
11	55,025	50,023	6	8	9	10
			7	9	10	11
			8	10	11	11
			9	11	11	11
			10	11	11	11

LONGEVITY

15 years	=	\$500
20 years	=	\$750
25 years	=	\$1000
30 years	=	\$1500

GROUPS COMPRISED OF THE FOLLOWING POSITIONS:

GROUP 1 SECRETARIES TO:

BUILDING PRINCIPALS, DIRECTOR OF GUIDANCE, DIRECTOR OF ATHLETICS, AND COMPUTER SYSTEMS OPERATOR

GROUP 2 SECRETARIES:

ALL OTHERS

**SCHEDULE B
SALARY GUIDE FOR SECRETARIES
2012-13**

STEP	GROUP 1	GROUP 2	Step movement during the term of this Agreement.			
			<u>10-11</u>	<u>11-12</u>	<u>12-13</u>	<u>13-14</u>
1	37,000	34,000				
2	39,935	36,486				1
3	42,869	38,972			1	2
4	43,969	39,972		1	2	3
5	45,069	40,972		2	3	4
6	46,169	41,972	1	3	4	5
7	47,269	42,972	2	4	5	6
8	48,369	43,972	3	5	6	7
9	49,469	44,972	4	6	7	8
10	52,575	47,795	5	7	8	9
11	56,015	50,923	6	8	9	10
			7	9	10	11
			8	10	11	11
			9	11	11	11
			10	11	11	11

LONGEVITY

15 years	=	\$500
20 years	=	\$750
25 years	=	\$1000
30 years	=	\$1500

GROUPS COMPRISED OF THE FOLLOWING POSITIONS:

GROUP 1 SECRETARIES TO:

BUILDING PRINCIPALS, DIRECTOR OF GUIDANCE, DIRECTOR OF ATHLETICS, AND COMPUTER SYSTEMS OPERATOR

GROUP 2 SECRETARIES:

ALL OTHERS

**SCHEDULE B
SALARY GUIDE FOR SECRETARIES
2013-14**

STEP	GROUP 1	GROUP 2	Step movement during the term of this Agreement.			
			<u>10-11</u>	<u>11-12</u>	<u>12-13</u>	<u>13-14</u>
1	37,000	34,000				
2	39,668	36,304				1
3	42,335	38,608			1	2
4	45,003	40,912		1	2	3
5	46,103	41,912		2	3	4
6	47,203	42,912	1	3	4	5
7	48,303	43,912	2	4	5	6
8	49,403	44,912	3	5	6	7
9	50,503	45,912	4	6	7	8
10	53,609	48,735	5	7	8	9
11	57,049	51,863	6	8	9	10
			7	9	10	11
			8	10	11	11
			9	11	11	11
			10	11	11	11

LONGEVITY*

20 years	=	\$750
25 years	=	\$1000
30 years	=	\$1500

GROUPS COMPRISED OF THE FOLLOWING POSITIONS:

GROUP 1 SECRETARIES TO:

BUILDING PRINCIPALS, DIRECTOR OF GUIDANCE, DIRECTOR OF ATHLETICS, AND COMPUTER SYSTEMS OPERATOR

GROUP 2 SECRETARIES:

ALL OTHERS

* Effective July 1, 2013, all longevity levels below 20 years were eliminated. Any employee who received, prior to July 1, 2013, a longevity payment for a level below 20 years will continue to receive that payment until a 20 year longevity level is reached.

**SCHEDULE C
SALARY GUIDE FOR INSTRUCTIONAL ASSISTANTS AND SECURITY MONITORS**

	<u>LIBRARY & BUSINESS AIDES</u>	<u>ALL OTHER INSTRUCTIONAL ASSISTANTS</u>	<u>SECURITY MONITORS</u>
11/12	\$25.06	\$21.99	\$21.99
12/13	25.63	22.49	22.49
13/14	26.18	22.97	22.97

"Effective 7/1/93, instructional assistants with less than 8 years of service in the Lawrence Township Public Schools will need 15 years of service to attain longevity. Those currently having 9-15 years of service will continue to earn longevity as per the following chart."

LONGEVITY FOR ALL INSTRUCTIONAL ASSISTANTS – through June 30, 2013:

10 - 15 YEARS= \$.40	11 - 15 YEARS = \$.40	12- 15 YEARS= \$.40
16-20 YEARS=	.45	16-20 YEARS=	.45	16-20 YEARS=	.45
21-25 YEARS=	.55	21-25 YEARS=	.55	21-25 YEARS=	.55
25-30 YEARS=	.65	25-30 YEARS=	.65	25-30 YEARS=	.65
30+ =	.90	30+ =	.90	30+ =	.90

LONGEVITY FOR ALL INSTRUCTIONAL ASSISTANTS – effective July 1, 2013*:

20 YEARS=	.45
21-25 YEARS=	.55
25-30 YEARS=	.65
30+ =	.90

* Effective July 1, 2013, all longevity levels below 20 years were eliminated. Any employee who received, prior to July 1, 2013, a longevity payment for a level below 20 years will continue to receive that payment until a 20 year longevity level is reached.

**SCHEDULE D
SALARY RANGE FOR INTERPRETERS**

11/12	2.30% increase applied to annual salary on June 30 of prior school year
12/13	2.25% increase applied to annual salary on June 30 of prior school year
13/14	2.15% increase applied to annual salary on June 30 of prior school year

SCHEDULE E
SALARY GUIDES FOR CUSTODIANS/MAINTENANCE/CLEANERS
2011-12

STEP	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
1	40,000	42,000	44,000	46,000
2	48,397	49,280	50,620	52,960
3	49,230	50,113	51,453	53,793
4	50,079	50,962	52,302	54,642
5	50,945	51,828	53,168	55,508
6	52,165	53,048	54,388	56,728
7	53,415	54,298	55,638	57,978

Step movement during the term of this Agreement:

<u>10-11</u>	<u>11-12</u>	<u>12-13</u>	<u>13-14</u>
		1	2
	1	2	3
	2	3	4
0	3	4	5
I	4	5	6
II	5	6	7
III	6	7	7
IV	7	7	7
V	7	7	7

IN 1995-96 A NEW CATEGORY OF "CLEANER" WAS ESTABLISHED. THE HOURLY RATE FOR CLEANER IS: 2011-12 \$17.99

LONGEVITY

10 YEARS =	\$390
15 YEARS =	415
20 YEARS =	590
25 YEARS =	715
30 YEARS =	840

LEVELS COMPRISED OF THE FOLLOWING POSITIONS:

LEVEL 1	CUSTODIAN AND DRIVER
LEVEL 2	HEAD CUSTODIAN ELEMENTARY (BFS, LES, EPS, SWS) AND MAINTENANCE
LEVEL 3	HEAD CUSTODIAN (LMS, LIS, LHS)
LEVEL 4	CARPENTER, PLUMBER, AND ELECTRICIAN

SCHEDULE E
SALARY GUIDES FOR CUSTODIANS/MAINTENANCE/CLEANERS
2012-13

STEP	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
1	40,000	42,000	44,000	46,000
2	45,014	46,456	48,126	50,296
3	50,029	50,912	52,252	54,592
4	50,878	51,761	53,101	55,441
5	51,744	52,627	53,967	56,307
6	52,964	53,847	55,187	57,527
7	54,214	55,097	56,437	58,777

Step movement during the term of this Agreement:

	<u>10-11</u>	<u>11-12</u>	<u>12-13</u>	<u>13-14</u>
			1	2
		1	2	3
		2	3	4
0	3	4	5	5
I	4	5	6	6
II	5	6	7	7
III	6	7	7	7
IV	7	7	7	7
V	7	7	7	7

IN 1995-96 A NEW CATEGORY OF "CLEANER" WAS ESTABLISHED. THE HOURLY RATE FOR CLEANER IS: 2012-13 \$18.40

LONGEVITY

10 YEARS =	\$390
15 YEARS =	415
20 YEARS =	590
25 YEARS =	715
30 YEARS =	840

LEVELS COMPRISED OF THE FOLLOWING POSITIONS:

LEVEL 1	CUSTODIAN AND DRIVER
LEVEL 2	HEAD CUSTODIAN ELEMENTARY (BFS, LES, EPS, SWS) AND MAINTENANCE
LEVEL 3	HEAD CUSTODIAN (LMS, LIS, LHS)
LEVEL 4	CARPENTER, PLUMBER, AND ELECTRICIAN

**SCHEDULE E
SALARY GUIDES FOR CUSTODIANS/MAINTENANCE/CLEANERS
2013-14**

STEP	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
1	40,000	42,000	44,000	46,000
2	43,902	45,530	47,310	49,423
3	47,805	49,060	50,620	52,847
4	51,707	52,590	53,930	56,270
5	52,573	53,456	54,796	57,136
6	53,793	54,676	56,016	58,356
7	55,043	55,926	57,266	59,606

Step movement during the term of this Agreement:

	<u>10-11</u>	<u>11-12</u>	<u>12-13</u>	<u>13-14</u>
			1	2
		1	2	3
		2	3	4
	0	3	4	5
	I	4	5	6
	II	5	6	7
	III	6	7	7
	IV	7	7	7
	V	7	7	7

IN 1995-96 A NEW CATEGORY OF "CLEANER" WAS ESTABLISHED. THE HOURLY RATE FOR CLEANER IS: 2013-14 \$18.80

LONGEVITY*

<u>July 1, 2011 – June 30, 2013:</u>		<u>Effective July 1, 2013:</u>	
10 YEARS =	\$390	20 YEARS =	590
15 YEARS =	415	25 YEARS =	715
20 YEARS =	590	30 YEARS =	840
25 YEARS =	715		
30 YEARS =	840		

* Effective July 1, 2013, all longevity levels below 20 years were eliminated. Any employee who received, prior to July 1, 2013, a longevity payment for a level below 20 years will continue to receive that payment until a 20 year longevity level is reached.

LEVELS COMPRISED OF THE FOLLOWING POSITIONS:

LEVEL 1	CUSTODIAN AND DRIVER
LEVEL 2	HEAD CUSTODIAN ELEMENTARY (BFS, LES, EPS, SWS) AND MAINTENANCE
LEVEL 3	HEAD CUSTODIAN (LMS, LIS, LHS)
LEVEL 4	CARPENTER, PLUMBER, AND ELECTRICIAN

SCHEDULE F
SALARY GUIDE - EXTRA DUTY ASSIGNMENTS
2011 - 2014

TITLE OF POSITION	EXTRA DUTY SALARY	TITLE OF POSITION	EXTRA DUTY SALARY
ATHLETICS			
A. Football			
Varsity	\$9,079	D. Equipment Manager	\$6,014
Assistants (5)	6,569		
B. Basketball			
(Boys' & Girls')		Track-Winter	
Varsity (2)	8,461	Varsity (2)	6,014
Assistants (4)	6,138	Assistant (2)	4,415
C. Baseball			
Varsity	6,500	Tennis	
Assistants (2)	4,767	Varsity (2)	6,014
		Assistants (2)	4,415
Field Hockey			
Varsity	6,500	E. Cheerleader	
Assistants (2)	4,767	Varsity (2)	4,789
		Assistants (2)	3,565
Ice Hockey			
Varsity	6,500	Cross Country	4,789
Assistant	4,767	Golf	4,789
Soccer			
(Boys' & Girls')		F. Athletic Trainer (3)	3,423
Varsity (2)	6,500	G. Weight Training (3)	2,958
Assistants (3)	4,767		
Softball			
Varsity	6,500	ATHLETICS MIDDLE SCHOOL	
Assistants (2)	4,767	Baseball Boys'	\$3,016
Swimming			
Varsity	6,500	Basketball Boys'	3,792
Assistants (1)	4,767	Basketball Girls'	3,792
Diving Coach	4,767	Basketball Boys' "B"	3,792
		Basketball Girls' "B"	3,792
Track-Spring			
Varsity (2)	6,500	Cheerleader-Winter	3,016
Assistants (4)	4,767	Field Hockey	3,016
		Field Hockey "B"	3,016
Wrestling			
Varsity	6,500	Intramural Director (3)	2,176
Assistant (2)	4,767	Soccer Boys'	3,016
		Soccer Girls'	3,016
		Soccer Boys' "B"	3,016
		Soccer Girls' "B"	3,016
		Softball Girls'	3,016
		Track (3)	3,016
		Wrestling	3,016
Lacrosse			
(Boys' & Girls')			
Varsity (2)	6,014		
Jr. Varsity (2)	4,415		

**SCHEDULE F
SALARY GUIDE - EXTRA DUTY ASSIGNMENTS
2011 – 2014**

HIGH SCHOOL

<u>Title of Position</u>	<u>Extra Duty Salary</u>	<u>Title of Position</u>	<u>Extra Duty Salary</u>
Academy Leader	3,967	*Musical Production	11,335
Business & Int'l Studies		To be divided among:	
Humanities		Director	
Science/Technology		Orchestra	
Freshman		Choreography	
Sophomore		Stagecraft	
Freshman Agenda Coordinator (5)	\$35.46/hour, not to exceed 114 aggregate hours	Vocal	
Homework Club Instructor (6)	\$35.46/hour, not to exceed 3 hours/week/person	*Drama Production	6,291
Operation Smile	2,000	To be divided among:	
Peer Leadership (4)	\$35.46/hour, not to exceed 75 hours/person	Director	
Saturday detention	3,322	Stagecraft	
After school detention (2)	3,322	Director Vocal	3,094
School Store	3,084	Jazz/Concert Band Director	4,874
Yearbook Advisor	6,291	Orchestra Director	3,628
Newspaper	4,478	Math League	2,488
Student Government	3,372	National Honor Society	2,488
Senior Class Advisor	4,200	Interact Advisor	2,561
Junior Class Advisor	3,196	Mock Trial Advisor	2,143
Sophomore Class Advisor	2,494	Tangents Advisor	2,450
Freshman Class Advisor	1,898	Science Olympiad Advisor	1,486
Forensics	4,523	AM Cafeteria Supervisor	3,310
		Red Scare (2)	4,795
		Red/White Advisor	1,916
		International Alliance Club	1,134

*Distribution of EDP amount will be negotiated on an annual basis based on production.

**SCHEDULE F
SALARY GUIDE - EXTRA DUTY ASSIGNMENTS
2011 – 2014**

MIDDLE SCHOOL

<u>Title of Position</u>	<u>Extra Duty Salary</u>
Tech/A.V. Coordinator	\$1,898
Year-End Video Presentation	1,666
Yearbook Advisor (2)	2,811
Student Council	3,106
7th Grade Advisor	1,893
8th Grade Advisor	1,893
*Drama Production:	6,291
To be divided among:	
Director	
Assistant Director	
Stagecraft	
School Store	3,084
Visual Media Advisor	2,500
AM Bus Supervisor	2,374
35 min./day (4)	
PM Bus Supervisor	1,696
25 min./day (2)	
Saturday Detention	1,695 (divided by those appointed)
After School Detention	2,178
Art Club	\$35.46/hour, not to exceed 27 hours
Homework Club Instructor (6)	\$35.46/hour, not to exceed 3 hours/week/person
House Leader (3)	3,962

**SCHEDULE F
SALARY GUIDE - EXTRA DUTY ASSIGNMENTS
2011 - 2014**

INTERMEDIATE & PRIMARY SCHOOLS

<u>Title of Position</u>	<u>Extra Duty Salary</u>
Tech/A.V. Coordinator – EPS	\$1,315
Tech/A.V. Coordinator – LIS	1,315
Tech/A.V. Coordinator – BFS	1,315
Tech/A.V. Coordinator – LES	1,315
Tech/A.V. Coordinator – SWS	1,315
Newspaper – LIS	2,811
Student Government – LIS	2,494
Director Outdoor -Education – LIS	4,420
School Store – LIS 964	
AM Bus Supervisors (4) – LIS 15 min./day	1,048
PM Bus Supervisor (1) – LIS 15 min./day	1,048
AM Bus Supervisors (2) – BFS 15 min./day	1,048
PM Bus Supervisor (1) – BFS 15 min./day	1,048
AM Bus Supervisor (2) – EPS 15 min./day	1,048
AM Bus Supervisors (2) – LES 15 min./day	1,048
PM Bus Supervisor (1) – LES 15 min./day	1,048
AM Bus Supervisor – SWS 15 min./day	1,048
Morning Supervisor – LIS 30 min./day	2,097
House Leader (2) – LIS	3,962
Musical – LIS	6,000

DISTRICT

<u>Title of Position</u>	<u>Extra Duty Salary</u>
School Nurse Coordinator	\$2,017
Lead Person Maintenance Day	2,970
Lead Person Custodial Night	2,970
MLK Celebration Coordinator	2,376
School Level Assessment Coordinator	
BFS, EPS, LES, SWS	1,460
LIS, LMS, LHS	1,785
Math/Science Coordinators (K-8)	500
<i>(BFS=1, EPS=1, LES=1, SWS=1, LIS=1, LMS=1)</i>	
Let-Me-Learn Coordinators	1,190
Afterschool Social Skills Group (2)	3,500
Home Component Coordinator	7,290
Unified Sports – Head coach	2,500
Unified Sports – Assistant coach	1,500

All EDP assignments will be appointed by the Principal of the building or the Central Office Administrator for the District positions.

SIDEBAR AGREEMENT
between
Lawrence Township Board of Education
and
Lawrence Township Education Association

Whereas Article V.A.7.a of the LTEA Agreement allows for up to 4 faculty meetings per month “after the end of the regular workday” (i.e., after school) at which “all professional employees ... are expected to attend;” and

Whereas By past practice, teachers with coaching duties have been permitted to forgo after school faculty meetings during the coaching season (in order to allow practice to begin immediately after school), provided they attend a before school faculty meeting the next day (a make-up session); and

Whereas A grievance was filed (and brought to arbitration, AR 2011-933) claiming that advisors of certain non-athletic Extra Duty Positions (EDP’s) were not being permitted to forgo the afternoon faculty meetings and attend make-up sessions, despite an advisor’s concern about delaying the start of the activity until after the faculty meeting is completed; and

Whereas The Administration believes that attendance at the afternoon faculty meeting is more beneficial to staff and students than attendance at a make-up session, and that the make-up sessions should be used only when needed for proper functioning of an activity; and

Whereas The parties agree that the make-up session option can be extended to those EDP’s that have responsibilities that do not permit the start of the activity to be delayed until after completion of a faculty meeting; now therefore be it

Resolved That the parties agree to the following terms as a sidebar agreement:

1. The make-up session option will be extended to the following EDP’s during the time period indicated:
 - a. High School
 - i. Drama production (entire season)
 - ii. Musical production (entire season)
 - iii. Forensics (4 weeks prior to competition)
 - iv. Math League (4 weeks prior to competition)
 - v. Mock Trial (4 weeks prior to competition)
 - vi. Science Olympiad (4 weeks prior to competition)
 - b. Middle School / Intermediate School
 - i. Drama production (entire season).

2. The above terms apply only to teachers appointed to and serving in positions with a paid stipend, not volunteers.
3. This Sidebar Agreement resolves all issues in the pending arbitration matter, and the Association agrees to withdraw said arbitration with prejudice.
4. This Sidebar Agreement, once ratified by both parties, shall take effect immediately, and shall remain in effect until revised or rescinded by mutual agreement.

LTEA

Barbara K. Levine 2/14/13
date

J M Boy 2/14/13

Lawrence Township Board of Education

Jan Wts 2/13/12
date