

December 17, 2004

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF LAWNSIDE

AND

THE LAWNSIDE EDUCATION ASSOCIATION

2003-2006

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AGREEMENT

THIS AGREEMENT, made this first day of July, 2003, by and between the BOARD OF EDUCATION FOR THE BOROUGH OF LAWNSIDE, Lawnside, New Jersey, hereinafter referred to as the "Board" and the LAWNSIDE EDUCATION ASSOCIATION, of Lawnside, New Jersey, hereinafter referred to as the "ASSOCIATION".

WITNESSETH:

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

ARTICLE 1 RECOGNITION OF BARGAINING UNIT

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for:

- 1) all full-time, degree holding, permanently and provisionally certified teachers and nurses regularly employed by the Board; and
- 2) for all full-time and non-certified personnel regularly employed by the Board

excluding, however, the Principal, Assistant Principal, the head custodian and all other supervisory employees of the Board.

B. DEFINITION OF A TEACHER

The term "teacher", when hereinafter used shall refer to those individuals for whom the Association has the exclusive right to negotiate as defined in A. 1). above.

C. DEFINITION OF A SUPPORT STAFF EMPLOYEE

The term "support staff employees", when hereinafter used shall refer to those individuals for whom the Association has the exclusive right to negotiate as defined in A. 2). above.

D. DEFINITION OF AN EMPLOYEE

The term "employee", when hereinafter used shall refer to those individuals for whom the Association has the exclusive right to negotiate as defined in A. 1) and 2) above.

E. MODIFICATION AND LIMITATION BY CONTEXT

When an article or specific section contains is entitled with a unit sub-group title (e.g. "Teachers" or "Support Staff") that entitling will limit the use of the term "employee" within such article or section to the unit sub-group contained in the title.

ARTICLE 2
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Not later than the time periods prescribed by law, the Board and the Association agree to engage in negotiations for a successor Agreement. The Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties.
- B. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time.
- C. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.
- D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss of pay.

ARTICLE 3
GRIEVANCE PROCEDURE

A. DEFINITION OF GRIEVANCE

1. Teachers

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

2. Support Staff

A "Grievance" is a claim processed in accordance with the terms of this Agreement, wherein grievant, individually or through grievant's agent or attorney-at-law, asserts that a term or condition of this Agreement or a written policy of the BOARD or an administrative decision has been violated or the enforcement of which has caused harm to the grievant.

B. PROCEDURE

1. Time Limits

a. Teachers

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

b. Support Staff

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

2. Step 1 - Superintendent or Immediate Supervisor, Informal

a. Teachers

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

b. Support Staff

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

3. Step 2 - Superintendent or Immediate Supervisor, Formal

a. Teachers

- 1) If the result of grievant's informal conference (Step 1) is not satisfactory to grievant, then grievant must reduce the grievance to writing and file same with the Superintendent and the Lawnside Education Association within three (3) school days of the execution of grievance report mentioned in Step 1.
- 2) If Step 1 is not utilized by grievant, then grievant shall file his written grievance with the Superintendent and the L.E.A. within the time period set forth in paragraph B. 1. a.

b. Support Staff

- 1) If the result of grievant's informal conference with his immediate supervisor (or, in the case of secretaries and aides, the Superintendent) is not satisfactory to grievant, then, grievant must reduce the grievance to writing and file the same with Superintendent and the Association within three school days of the execution of the grievance report mentioned in Step 1.
- 2) If Step 1 is not utilized by grievant, then grievant shall file his written grievance with the Superintendent within the time period set forth in paragraph B. 1. b.

c. Written Grievances - All Employees

All written grievances shall specify:

- 1) The term or condition of this Agreement or Board policy or Administrative decision which has been violated, misinterpreted or wrongfully applied and which affects a term or condition of this Agreement, and
- 2) The extent of the injury, loss, or inconvenience resulting from the alleged violation of the term or condition of this Agreement, and
- 3) The remedy sought.

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

4. Step 3 - Board of Education

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

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

5. Step 4 - Arbitration

- a. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, the grievance may be submitted to arbitration by the Association when it relates to the express, written terms of the Agreement. If arbitration is requested, the Association shall notify the Board and the American Arbitration Association within ten (10) school days of the receipt of the Board's decision in Step 3 of the grievance procedure.
- b. The following procedure shall be used to secure the services of an arbitrator:
 - 1) A request will be made to the American Arbitration Association to submit a roster of five (5) persons qualified to function as an impartial arbitrator in the dispute in question.
 - 2) If the parties are unable to agree upon a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
 - 3) If the parties are unable to agree upon a mutually satisfactory arbitrator from the second list, either party may request the American Arbitration Association to designate an arbitrator within ten (10) school days from receipt of such list.
- c. The arbitrator shall limit himself to the interpretation and application of the terms of this Agreement, to the issues submitted to him, and shall not add to nor subtract anything from the Agreement between the parties.

d. Arbitration Awards

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

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

C. MISCELLANEOUS PROCEDURAL PROVISIONS

1. Year-End Grievances

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

2. Group Grievance

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

3. Association - Party in Interest

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

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

4. Forms

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

5. Meetings and Hearings

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

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

7. Separate Grievance File

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

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

E. TEACHERS

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

F. TEACHERS

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

G. RIGHTS OF EMPLOYEES TO REPRESENTATION

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

ARTICLE 4
TEACHER RIGHTS

A. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

B. MAINTENANCE OF BENEFITS

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

C. REQUIRED MEETINGS OR HEARINGS - NOTICE AND REPRESENTATION

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

D. CRITICISM OF TEACHERS

A teacher and his/her methods shall not be criticized in the presence of a student, member of the public, or other members of the teaching staff by any administrator or Board member without justifiable, substantive reasons.

E. ASSOCIATION IDENTIFICATION

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

ARTICLE 5
SUPPORT STAFF RIGHTS

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall, at the option of the employee, be subject to the grievance procedure. Dismissal of a support staff employee during the first three (3) years of employment may not proceed to arbitration under Article 3, B. 5. In addition, non-renewals of support employees are not arbitrable under Article 3, B. 5.
- B. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment or salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

D. MAINTENANCE OF BENEFIT

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

ARTICLE 6
ASSOCIATION RIGHTS

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

B. RELEASE TIME FOR MEETINGS

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

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

ARTICLE 7
SUPPORT STAFF WORK YEAR

The work year of employees shall be as follows:

1. Cafeteria workers: School year, including days preparing for opening of school and closing facility and completing reports.
2. Janitors: Calendar year
3. Secretaries: Calendar year
4. Aides: School year
5. Clerk-typists: School year

ARTICLE 8
TEACHING HOURS

A. CHECK-IN PROCEDURE

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

B. LENGTH OF DAY

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

C. ARRIVAL AND DISMISSAL TIME

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

D. MEETINGS

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

E. LEAVING THE BUILDING

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

F. PREPARATION TIME

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

ARTICLE 9
SUPPORT STAFF DAILY WORK HOURS,
WORK SCHEDULES, OVERTIME AND HOLIDAYS

A. Work Day

1. The work week of the covered employees shall be as follows:
 - a. Cafeteria workers: 35 hours
 - b. Janitors: 40 hours
 - c. Secretaries: 40 hours
 - d. Aides: 37 and 1/2 hours
 - e. Clerk-typists: 40 hours
2. The above hours shall include a 45 minute lunch period each day.
3. Clerk-typists and 12 month employees may leave fifteen minutes earlier on Fridays and days prior to holidays. Aides will leave according to the teachers, schedules on Fridays and days prior holidays.

B. Work Schedules

1. Work schedules shall be determined by the Superintendent or the employee's immediate supervisor.
2. Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.

C. Overtime

1. Any employee who works in excess of 40 hours within any week shall be compensated at the rate of one and a half times his/her regular hourly rate.
2. If any overtime includes a Sunday or scheduled holiday, then in that event, said employee shall be compensated at a rate twice that of his/her regular hourly rate.

D. Holidays

All permanent or part-time administrative and non-instructional 12 month employees shall be entitled to the following holidays:

New Year's Day	Martin Luther King's Birthday
Lincoln's Birthday	Presidents' Day
Good Friday	Easter Monday
Memorial Day	4th of July
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day and the
Christmas	following Friday

If the school calendar changes this date because of conventions, then one day.

In any calendar year that two holidays are deleted from the school calendar, all 12 month employees shall received one (1) additional vacation day as compensation.

Christmas Eve will be considered a holiday if school is closed for teachers and students.

All employees covered by N.J.S.A. 18A: 31-2 shall be provided with the opportunity to attend the New Jersey Education Association convention with full pay as set forth therein so long as the mandate of the statute is complied with in every respect.

ARTICLE 10
TEACHER EMPLOYMENT

A. NOTIFICATION

Teachers will be notified of their contract and salary status for the ensuing school year by May 15. Teachers shall advise the Board of their acceptance or rejection of the Board's employment offer by June 1.

B. WORK STATIONS

1. All teachers shall be given written notice of their class or subject stations, building and room stations for the forthcoming year, not later than June 15.
2. in the event that changes in said previously published class, or subject schedules or building or room stations become necessary, the affected teaching staff member shall be notified in writing within ten (10) working days said change

becomes necessary. Notice shall be considered as given if mailed to the last address set forth in the personnel file of said teaching staff member.

C. IN-SCHOOL WORK YEAR

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

ARTICLE 11
SUPPORT STAFF EMPLOYMENT PROCEDURES

A. NON-TENURE DISMISSAL

The procedure shall insure that the employee has the privilege of making an appeal to the Superintendent or his designee, and a hearing before the Board when terminated. A terminated employee shall receive 60 days notice of termination or two weeks pay in lieu of notice, plus accumulated vacation pay based on the proportion of full months worked in the contract year.

B. RESIGNATION

1. An employee who is resigning from his position shall give the normal 60 days notice.
2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
3. If the full 60 days notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten full working days shall be used in calculating the amount of notice given by the employee.

C. ASSIGNED DUTIES

1. At no time shall the Board or any Agent thereof, assign or direct any employee covered by this contract, to any other duties outside of the duties appropriate to their position and consistent with their general job description.
2. At no time shall an employee be requested or required to, in any way, supervise or be responsible for pupils' at any work location except in the event of an emergency.

ARTICLE 12
SUPPORT STAFF SENIORITY

- A. School District seniority is defined as service by appointed employees in the School in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he:
- (1) resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the School District.

Any anticipated or planned reduction in force shall not be implemented or take effect without sixty (60) days prior notice to the Association. Following the notice, a meeting between the Board and the Association shall occur at least thirty (30) days prior to the effective date of such anticipated or planned reduction in force.

- B. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the department involved at the work location, consistent with Title 18A:17-4.
1. At least thirty (30) days before being laid off, an appointed employee shall be informed of all vacancies in any other work locations in his classification in the department in which he holds an appointment, for the purpose of giving him an opportunity, to be exercised within said month, to fill such vacancy. If he requests appointment to such vacancy, he shall be assigned thereto.

In the event that vacancies in such classification exist in several work locations, he shall be assigned to the vacancy designated by the department. In the event more than one appointed employee in such classification is laid off, and there are insufficient vacancies for such assignments, then the laid-off employees with the highest seniority shall first be assigned to the vacancies involved.
 2. In the event that there is no such vacancy, then the laid-off employee shall, within said month, be entitled to displace the appointed employee with the least seniority in the same classification. The displacing employee shall be paid the rate of pay of the position which he takes as above. No employee shall have the right to displace any other employee in any other department, irrespective of seniority.
 3. The Board shall furnish to each such laid-off employee before said month, information as to work locations of the classifications and lesser classifications the duties of which such employee is capable of performing as above so that he shall be in a position promptly to exercise his rights under subparagraphs 1. and 2. above.

4. Each appointed employee who is displaced shall similarly have one month from the date of notice of his displacement to exercise his seniority of notice of his displacement to exercise his seniority rights, as set forth in subparagraphs 1. and 2. above.
- C. Displacing appointed employees who have accepted assignments to vacancies in classifications lower than the classifications they held immediately prior to the occasion which resulted in their displacing other employees shall be entitled to be assigned, in the order of their departmental seniority, to the first vacancies available in their former classifications.
- D. In the event that within one year from the date of his lay off a vacancy occurs in the classification of his last appointment in the department from which he was laid off, or in a lesser classification in the same line of work in the department, a laid-off employee shall be entitled to recall thereto in the order of his departmental seniority.
- E. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District by certified mail, return receipt requested. Within one (1) month from receipt of such notice of recall, the employee shall notify the BOARD in writing, whether or not he desires to return to the work involved in the recall notice, then he shall report for such work within two (2) weeks from the date he receives the recall notice. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall.
- F. Seniority shall not be accumulated during the period of lay off. Upon recall the appointed employee shall have his accumulated seniority to the date of lay off.

ARTICLE 13
SALARIES

A. TEACHERS

1. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedules A-1, A-2 and A-3 which are attached hereto and made a part hereof.

2. Salary Adjustments

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

3. The teacher will be granted a full salary guide step if she/he qualifies and if she/he works more than ninety (90) days. working ninety (90) days or less shall result in no advancement on the salary guide.
4. Method of Payment
 - a. Teachers employed on a ten (10) month basis shall be paid biweekly.
 - b. When a payday falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day, unless unforeseen emergencies prevent payment being made.
5. Teachers may elect at the commencement of the school year to participate in a twelve (12) month pay plan. Teachers so electing shall have a specified dollar amount or percentage of gross salary deducted from their pay and deposited in an account to their individual credit with the Camden County Teachers Credit Union. Any change in either the participation of a teacher in the plan or the amount of the deduction must be received in writing by the Business office by the 30th of the month preceding the change. If a teacher withdraws completely from participation, he/she shall not be permitted to re-enter the plan during that school year.
6. There shall be a maximum of three (3) savings, investment and/or IRA plans offered for payroll deduction in addition to the plan under D. 5 above. The three which shall be allowed during a school year shall be those three which have the highest number of enrollees by June 15 preceding the school year. Enrollment and deductions shall be governed by the plans' terms. Initial enrollment, withdrawal or a change in the amount of the deduction shall be allowed during the school year if notice of said change is received in writing by the Business Office by the 30th of the month preceding the change and if the plans' terms allow.
7. Effective July 1, 2000, summer employment shall be compensated at the rate of \$20 per hour. Effective July 1, 2001, summer employment shall be compensated at the rate of \$25 per hour.

B SUPPORT STAFF

1. The salary of each employee covered by this Agreement is set forth in Schedule A-4 attached hereto and made a part hereof.
2. Method of Payment
 - a. All 12-month employees shall be paid bi-weekly.

- b. All 10-month employees shall be paid on the same basis as regular teaching staff members.
- c. Each employee may individually elect to have ten percent (10%) of his monthly salary deducted from his pay. These funds shall be deposited by the Board in a savings account in a financial institution of the Board's selection.
- d. When a pay day falls on or during a holiday or weekend, employees shall receive their pay checks on the last previous working day.
- e. Vacation pay, if earned, shall be received by the affected employee prior to the commencement of the employee's vacation.

C. MILEAGE

Whenever a unit member is required to use his/her automobile to perform duties, she/she shall be reimbursed at the IRS mileage rate in effect.

D. DIRECT DEPOSIT PLAN

- 1. On the first of the month which is at least 60 days after mutual ratification of the 1999-2002 Agreement, a direct deposit plan will be instituted.
- 2. If the District's bank's or any payroll service it may use has no direct deposit procedure at any time in the future, this plan will not be in effect. If the District's bank's or any payroll service it may use requires some minimum number of participants and said minimum is not reached, this plan will not be in effect.
- 3. The Board is not responsible for the participation or non-participation of an employee's bank. The banks to which checks may be directly deposited by the current District's bank are part of a national system, of which many, but not all banks are a member.
- 4. There is an understanding between the parties that the direct deposit system may require an earlier "turn-around" time with respect to District business office completion of information in order to get records to the District's bank in time for direct deposit to the employee's bank. Therefore, some payments to an employee may be delayed beyond the current parameters. An example would be overtime worked late in the pay period.
- 5. In addition to these agreements between the Board and the Association, the parties are bound by bank rules with respect to direct deposit. If the District's bank changes, the parties are bound by the new bank's rules.

6. The Board will follow its normal procedures for the posting of the payroll. Delays resulting from an employee's bank schedule, or its policy on direct deposit, including when funds are posted and available, are not the responsibility of the Board. The District is not responsible for charges assessed to an employee resulting from errors in bank transmission, for the employee's premature withdrawals of funds, or for any charges that an employee's bank may apply to such direct deposit services.
7. The employee will be permitted one bank change during the July 1 through June 30 period in any year.

ARTICLE 14
TEACHER EVALUATION

A. GENERAL CRITERIA

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

B. FREQUENCY

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

C. EVALUATION REPORT

1. The written report shall indicate the teacher's strengths and weaknesses and include specific recommendations as to measures which the teacher must take to maintain and improve the indicated strengths and correct indicated weaknesses. A teacher shall receive a copy of any evaluation report prepared by the evaluator at least one (1) day before any conference to discuss said report.
2. Teachers shall be afforded the opportunity to review, with the individual making a written report of the observation, the contents thereof and to append his or her comments with respect to such contents. The teacher shall sign such report to indicate that it has been shown to and read by him. The substance of said report is not subject to arbitration or other terms of this Agreement.

D. PERSONNEL RECORDS

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

ARTICLE 15
SUPPORT STAFF EVALUATION

A. NON-TENURE EMPLOYEES - FREQUENCY

Non-tenure employees shall be evaluated by their immediate superiors at least twice in each calendar year, to be followed in each instance by a written evaluation report and by a conference between the employee and his immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction. Such evaluation in each instance shall consist of at least one (1) observation of a least fifteen (15) minutes, each occurring on separate days.

B. COPIES OF EVALUATION

An employee shall be given a copy of any visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

C. EVALUATION PROCEDURE

Evaluation reports shall be presented to each employee by his immediate superior in accordance with the following procedures:

1. Such reports shall be issued in the name of the immediate superior based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the employee in a supervisory capacity.
2. Such reports shall be addressed to the employee.
3. Such reports shall be written in narrative form and shall include, when pertinent:

- a. Strengths of the employee as evidenced during the period since the previous report.
- b. Weaknesses of the employee as evidenced during the period since the previous report.
- c. Specific suggestions as to measures which the employee might take to improve his performance in each of the areas wherein weaknesses have been indicated.

D. PERSONNEL RECORDS

An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies at their expense of any document contained therein.

E. DEROGATORY MATERIAL

No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

F. NO SEPARATE FILE

Although the Board agrees to protect the confidentiality of personal references, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE 16
COMPLAINT PROCEDURE

A. TEACHERS

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

B. SUPPORT STAFF

1. Procedural Requirement

Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which does or may influence evaluation of an employee shall be processed according to the procedure outlined below.

2. Meeting With Principal Or Immediate Superior

The principal or immediate superior shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. RIGHT TO REPRESENTATION

The employee shall have the right to be represented by the ASSOCIATION at any meetings or conferences regarding such complaint.

ARTICLE 17
TEACHER-ADMINISTRATION LIAISON

- A. The Association may select a committee of not more than three (3) faculty members to meet, in an advisory capacity, with the Superintendent or his representative to review and discuss current school problems exclusive of terms and conditions of employment. These meetings shall take place in October, January, and March of each school year on dates mutually agreed upon.
- B. Minutes of each meeting shall be forwarded to the Board for informational purposes. It is understood that such submission requires no action by the Board. The Administration shall forward copies of the minutes to each member of the Committee and to the Association President.

ARTICLE 18
POSTING OF POSITIONS

All positions for which unit members may be qualified, including promotional positions, shall be posted for at least five (5) week days. However, the Board shall retain its authority to fill a position if it determines that an emergency appointment is required and any such appointment shall be considered to be an acting appointment during the posting period.

ARTICLE 19
SUPPORT STAFF PROMOTIONS

A. POSITIONS INCLUDED

Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility including but not limited to positions as administrative secretary, head custodian and "newly created positions. All vacancies in promotional positions, including specialists and positions in programs funded by the federal government shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. Date of posting

When school is in session, a notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association at the time of posting. Employees 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. Applications shall be kept on file in the Superintendent's office for continual consideration for future vacancies until the office is notified in writing by an applicant that the application is withdrawn.

2. Application procedure

Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent together with the positions for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such employees 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 Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administrative office, in each school, and a copy of said notice shall be given to the Association.

B. CRITERIA FOR NOTICE

In both situations set forth in Section A above, the qualifications for the position, its duties and the rate of compensation, shall be clearly set forth. The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore. A disagreement over the necessity for such changes shall be subject to the grievance procedures set forth in this Agreement. No vacancy in a promotional position shall be filled other than in accordance with the above procedure.

ARTICLE 20
SICK LEAVE

- A. Teachers covered by this Agreement will be allowed ten (10) sick leave days per year. Support staff covered by this Agreement shall be entitled to one (1) day per month sick leave.
- B. Bargaining unit members employed after the beginning of the school year shall, at the time of employment, be credited with sick leave, in an amount proportionate with the number of months and portion of a month remaining in the school year.
- C. Any unused sick leave remaining at the end of a given year shall be credited as additional days of sick leave for the following year and shall be cumulative from year to year. Any 12 month support employee who does not use all of their vacation days may convert two (2) of these days to accumulated sick leave.
- D. Teachers who retire from the Lawnside School District and begin receiving payments under the T.P.A.F. system shall be paid forty dollars (\$40.00) per day for a maximum of 125 unused accumulated sick leave days with a maximum payment of \$5000. Effective July 1, 1997: 1) if a teacher dies and has ten or more years in the District, this payment will be made to the estate; 2) if a teacher is rified and has ten or more years in the District, this payment will be made to the teacher as if he/she had retired.
- E. Payment for unused sick leave for support staff: see Exhibit "B"
- F. DEFINITION OF SICK LEAVE - SUPPORT STAFF

See Exhibit "B"

ARTICLE 21
TEMPORARY LEAVES OF ABSENCE

A. PERSONAL

1. Two (2) days' leave of absence with pay will be allowed for personal matters which cannot be handled outside of school hours. Effective July 1, 1997, there shall be three (3) days' leave of absence with pay for personal matters which cannot be handled outside of school hours. The granting of such leave will be subject to prior approval of the Superintendent and the operational needs of the school system, but in all cases, at least two (2) days' notice must be given to the Superintendent.
2. In the event that personal leave is not utilized during a year it shall be converted to accumulated sick leave.

B. DEATH - LEAVE OF ABSENCE

1. Teachers

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

2. Support Staff

See Exhibit "B-1"

C. OTHER LEAVES OF ABSENCE - SUPPORT STAFF

Vacation, holidays and service-connected disability leaves for support personnel: see Exhibit "B"

D. SCHOOL VISITATION - TEACHERS

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

ARTICLE 22
EXTENDED LEAVES OF ABSENCE

A. Maternity

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

1. The Board may remove any pregnant employee from her assigned duties on any one of the following basis:
 - a. Her performance substantially declined from the period preceding pregnancy.
 - b. Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if:
 - (1) The pregnant employee fails to produce a physician's certificate that she is medically able to continue working, or
 - (2) The Board's physician concludes she is unable to continue working.
 - c. And other just cause that is found to exist in N.J.S.A. Title 18A.
2. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. Title 18A:30-1 et sec.
3. Any tenured or nontenured employee seeking such leave shall apply to the Board thirty (30) school days prior to the beginning of leave. At the time of application, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wished to return to work after birth. The Board may require any teacher to produce a certificate from a physician in support of the requested leave date.

The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested dates upon finding that the granting of leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school. Following the granting of such leave to any employee, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the Board. Such extension or reduction shall be granted by the Board for an additional

reasonable period of time except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change is not medically contraindicated.

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

4. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The maternity leave period shall not be counted for tenure purposes.
5. Teachers: Advancement on the salary guide shall be based upon the date of commencement of the leave of absence.
6. Support staff: Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The employee will be granted a full salary guide step if she qualifies and if she works more than ninety (90) days. Working ninety (90) days or less shall result in no advancement on the salary guide.
7. Support staff: Upon return from a maternity leave of absence, the employee shall be reinstated in her same position or similar position for which she is certified.

B. CHILD-REARING LEAVES - TEACHERS

1. A nontenured teacher shall only be entitled to a leave up to the expiration of his/her contract.
2. Tenured approved leaves of absence shall run from their commencement date until the end of that school year. These leaves of absence may be extended for the subsequent full school year by applying to the Superintendent of Schools by April 1st of the initial leave year or within thirty (30) days after the date of birth or adoption, whichever is later. No further extensions shall be granted.
3. Nothing herein shall prevent the employee and the Board from agreeing that a tenured teacher may return on other than the beginning of a school year if such earlier return is administratively convenient to the Board. Such decision is not grievable.

4. Application

- a. Application for child-rearing leave shall be made by the teacher to the Superintendent at least ninety (90) days prior to the anticipated birth of a child.
 - b. Any teacher adopting a child shall be granted a child-rearing leave in conformity with the provisions of B. 1. or B. 2. as relevant, which shall commence upon the date such employee obtains custody of the child. Since such date of custody cannot be predicted in all cases, notices shall be given to the Superintendent at least ninety (90) days prior to the anticipated date of custody if possible and, if not, as soon as practicable. The expiration of all child-rearing leaves shall coincide with the beginning of the next school year unless a tenured teacher is permitted to return at another time under the provisions of B. 3. above.
5. Child-rearing leave time shall not be credited toward salary nor shall the time involved in such leave be counted toward the fulfillment of the time requirements for acquiring tenure.
 6. Upon return from a leave of absence under A. or B. above, the teacher shall be reinstated in her same position or a position for which she is certified.
 7. A teacher on a voluntary leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required. An employee on a child-rearing leave may elect to continue their Blue Cross/Blue Shield insurance by prepaying the Board Office for each quarter for which coverage is desired. A failure to prepay shall constitute withdrawal from said insurance.
 8. Consecutive leave under B. shall not be granted to any employee.
 9. If during the term of any leave under B. an employee is employed by another employer during any portion of the regular school day, he or she will be deemed to have terminated leave under said provisions and to have abandoned his or her position. If a teacher on a child-rearing leave applies to return earlier under B. 3. and is turned down by the Board, he/she may seek employment outside during the workday effective the date the employee was willing to return.
 10. Under this clause, an employee may substitute in the District at the substitute's rate of pay.

C. Good Cause

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

ARTICLE 23
SABBATICAL LEAVE

A. MINIMUM TIME TO QUALIFY

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

B. CONDITIONS

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

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

ARTICLE 24
MEDICAL INSURANCE PROTECTION

A. HEALTH/HOSPITALIZATION INSURANCE

1. The Board agrees to provide, without cost to the employee, medical insurance protection by enrolling said employee into what is commonly referred to as the Amerihealth plan for the employee, and where appropriate, the spouse and child of said employee.
2. Teachers: During the term of this Agreement, the Board shall permit unit employees who retire on or after July 1, 1982, to pay to the Board the cost of remaining as a member of the Amerihealth plan.
3. During the term of this Agreement, the Board shall permit unit employees who are, or were, laid off after April 1, 1982, to pay to the Board the cost of remaining as a member of the Amerihealth plan.
4. The agreements under 2. and 3. are subject to insurance carrier rules and Board administrative procedures for the payment of such premiums.

B. The Board agrees to provide, without premium cost to the employee, a medical drug prescription plan for said employee and family. The prescription plan shall be through Amerihealth. Effective July 1, 2000, the prescription co-payment shall be \$15 (brand name), \$7.50 (generic), and \$0.00 (mail order). Effective July 1, 2004, the prescription co-payment shall be \$15 (brand name), \$7.50 (generic) with the same mail order co-payment for a 90 day supply.

C. There shall be single dental plan at a Board cost not to exceed \$150 per enrolled employee annually. (July 1 through June 30). The Board shall contribute a maximum of \$650 per enrolled employee annually for family dental insurance. The parties shall mutually agree on the benefit level of the plan each year to keep within the Board capped cost.

D. Effective July 1, 1992, all unit employees initially hired on or after that date will receive fully paid single coverage health/hospitalization insurance, prescription insurance and dental insurance. on the first day of the month which is at least two (2) full years after that initial hiring, the employee will be eligible for paid family coverage under the same terms as existing employees.

Effective July 1, 1997, all unit employees initially hired on or after that date will receive fully paid single coverage health/hospitalization insurance, prescription insurance and dental insurance. on the first day of the month which is at least three (3) full years after that initial hiring, the employee will be eligible for paid family coverage under the same terms as existing employees. Employees who are on staff prior to July 1, 1997 will continue to be affected by the two year rule.

Voluntary breaks in service break time towards family coverage eligibility.

ARTICLE 25
VOLUNTARY PAYROLL DEDUCTIONS - AGENCY FEE

A. VOLUNTARY DUES DEDUCTION

The Board agrees to deduct dues from the salaries of its employees for the Lawnside Education Association, the Camden County Education Association, the New Jersey Education Association, and the National Education Association, or any one or any combination of such Associations, as said employees individually and voluntarily authorize the Board to deduct.

B. AGENCY FEE

1. Determination of Fee

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

2. Deduction and Transmission of Fee

a. Notification

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

b. Payroll Deduction Schedule

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

c. Termination of Employment

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

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

d. Mechanics

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

e. New Employees

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

3. Indemnification

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

ARTICLE 26
EDUCATIONAL IMPROVEMENT

A. TEACHERS

1. The Board will reimburse those teachers who continue to improve their skills and educational background for their tuition costs up to a limit of six (6) credits per year. Teachers will not be eligible for such reimbursement until they have completed one (1) full year of employment in the District and then will be only eligible for courses which commence after the one year anniversary date.

2. Three (3) additional credits shall be reimbursed if the course is in elementary education. These credits are subject to the other limits of A. 1, B. and C.
- B. The amount paid by the Board for said credits shall be limited by the per credit costs assessed by New Jersey colleges and universities in the school year the credits are earned. Teachers must receive prior written approval of the selected courses from the Superintendent.
 - C. All approved courses under A. shall be reimbursed if a grade of "B" or better is attained. Proof of grade must be submitted prior to reimbursement.
 - D. Required Training - The Board agrees to pay the full cost of registration incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested to take by the administration.
 - E. A teacher who is reimbursed under A. above, agrees to remain with the District for one (1) full school year beyond the date of reimbursement. In order to be considered for reimbursement, the applying teacher will sign a promissory note indicating his/her obligation to repay the District in full for any tuition reimbursement occurring in the twelve (12) months prior to his/her separation from the District. Any person leaving the District due to a reduction-in-force will in no way be obligated to reimburse the District.
 - F. CONTINUING EDUCATION
 1. The Association and the Board shall develop procedures for record-keeping of continuing education courses. The District will maintain a record of the number of hours of continuing education for each teacher and provide each teacher with an accounting of his/her accumulated hours each September. Any discrepancies between the District and a teacher's record should be noted within 30 days of receipt of the Board's records.
 2. Effective upon the ratification of the 1999-2002 Agreement, the parties agree to establish a committee consisting of two teachers appointed by the LEA, one Board member and the Superintendent for the purpose of studying the implementation and practical impacts of the State's continuing education regulations as they apply to negotiable terms and conditions of employment.
 3. The committee will function until June 1, 2000.
 4. If the committee reaches a tentative agreement(s) with respect to any negotiable term and condition of employment on this topic, such tentative agreement will be brought back to each party for ratification as an amendment to the Agreement beginning in 2000-2001.

5. Absent any such ratification by the parties under c. above, the LEA may re-open the Agreement as it is affected by the State's continuing education regulations by making written proposals to the Board not later than June 15, 2000. The Board of Education will negotiate in good faith over any such proposals. Any ratified agreement reached by the parties with respect to this topic will become an amendment to the Agreement.

G. SUPPORT STAFF

1. The Board will provide for the reimbursement of courses taken by members of this unit to improve their skills.
2. The amount paid by the Board for said courses shall be limited by the per credit cost assessed by New Jersey colleges and universities in the school year the credits are earned.
3. These courses must be taken in the area which member is currently employed with the Lawnside School District and prior written approval of selected courses must be received from the Superintendent.
4. All approved courses under A. shall be reimbursed if a grade of "B" or better is attained. Proof of grade must be submitted prior to reimbursement.
5. Required Training - The Board agrees to pay the full cost of registration incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a member of this unit is required and/or requested to take by the administration.

ARTICLE 27
MANAGEMENT'S RIGHTS

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

ARTICLE 28
UNDERSTANDING OF THE PARTIES

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All terms, conditions, dates and times set forth in this Agreement have been specifically bargained and negotiated for and shall not be the subject of the principle of waiver.

ARTICLE 29
MISCELLANEOUS PROVISIONS

A. SEPARABILITY

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

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

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

C. NON-TENURE

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

D. NON-WAIVER

Anything to the contrary notwithstanding, nothing in this Agreement shall be deemed to constitute a waiver by the Board of, or to deny or restrict the Board in the exercise of the rights, responsibilities, or authority granted to it under applicable statutes.

E. MODIFICATION

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

If by the Association to the Board:

Lawnside Public School 426 Charleston Avenue Lawnside, New Jersey 08045

2. If by the Board to the Association:

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

G. Counterparts

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

F. CALL-INS

The parties agree that there shall be discontinuation of the call-in if the Board knows, in advance, that an employee is to be out a fixed period of time. The parties shall discuss whether multiple call-ins on an individual given day should be required.

ARTICLE 30
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2003, and continue in effect through June 30, 2006.

BOARD OF EDUCATION
FOR THE BOROUGH OF LAWNSIDE:

LAWNSIDE EDUCATION
ASSOCIATION:

President

President

Secretary

Secretary

SCHEDULE A-1
TEACHERS' SALARY GUIDE

2003-2004

<u>STEP</u> <u>2002-2003</u>	<u>STEP</u> <u>2003-2004</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>
****	1	41150	42150	43150
1	2	42150	43150	44150
2	3	43153	44109	45067
3	4	43480	44437	45395
4	5	44255	44561	46236
5	6	45065	45994	47110
6	7	45943	46956	48171
7	8	46369	47410	48793
8/9	9	46638	47692	48960

Note: the above salaries represent full-time salaries. Part-time teachers on the list will receive a prorated amount.

Off-guide salaries:

<u>BA</u>	<u>SALARY</u>	<u>BA+20</u>	<u>SALARY</u>	<u>MA</u>	<u>SALARY</u>
COOPER	59021	GREER	60117	BAGBY	49806
CURTIS	47409			REVELS	71350
GARDNER	59021				
HIGGS	47409				
RAGSDALE	69257				
RICKS	62746				
ROBINSON	69257				
TRUSKOWSKI	51899				

Longevity, if any, is in addition to the amount shown.

Longevity

Any employee who has completed 25 years of service to the Lawnside School System shall receive an additional \$1000 over the appropriate salary from the above guide. Any employee who has completed 30 years of service to the Lawnside School System shall receive an additional \$1500 over the appropriate salary from the above guide. Longevity payments will begin on the September 1st following the completion of the 25th/30th year.

SCHEDULE A-2
TEACHERS' SALARY GUIDE

2004-2005

<u>STEP</u> <u>2003-2004</u>	<u>STEP</u> <u>2004-2005</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>
****	1	42000	43100	44000
1	2	43200	44300	45200
2	3	44400	45500	46400
3	4	45613	46614	47616
4	5	46423	46744	48495
5	6	47271	48243	49410
6	7	48189	49249	50519
7	8	48649	49801	51052
8/9*	9	48926	50028	51221

Note: the above salaries represent full-time salaries. Part-time teachers on the list will receive a prorated amount.

Off-guide salaries:

<u>BA</u>	<u>SALARY</u>	<u>BA+20</u>	<u>SALARY</u>	<u>MA</u>	<u>SALARY</u>
COOPER	60621	GREER	61717	BAGBY	52005
CURTIS	49308			REVELS	72850
GARDNER	60621				
HIGGS	49308				
RAGSDALE	70557				
RICKS	64346				
ROBINSON	70557				
TRUSKOWSKI	53499				

Longevity, if any, is in addition to the amount shown.

Longevity

Any employee who has completed 25 years of service to the Lawnside School System shall receive an additional \$1000 over the appropriate salary from the above guide. Any employee who has completed 30 years of service to the Lawnside School System shall receive an additional \$1500 over the appropriate salary from the above guide. Longevity payments will begin on the September 1st following the completion of the 25th/30th year.

SCHEDULE A-3
TEACHERS' SALARY GUIDE
2005-2006

<u>STEP</u> <u>2004-2005</u>	<u>STEP</u> <u>2005-2006</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>
****	1	43000	44100	45100
1	2	44400	45500	46500
2	3	45800	46900	47900
3	4	47200	48300	49300
4	5	48628	48964	50798
5	6	49516	50533	51756
6	7	50477	51587	52917
7	8	50972	52179	53383
8/9*	9	51258	52412	53638

Note: the above salaries represent full-time salaries. Part-time teachers on the list will receive a prorated amount.

Off-guide salaries:

<u>BA</u>	<u>SALARY</u>	<u>BA+20</u>	<u>SALARY</u>	<u>MA</u>	<u>SALARY</u>
COOPER	62621	GREER	63717	BAGBY	54492
CURTIS	51609			REVELS	74650
GARDNER	62621				
HIGGS	51609				
RAGSDALE	72407				
RICKS	66346				
ROBINSON	72407				
TRUSKOWSKI	55499				

Longevity, if any, is in addition to the amount shown.

Longevity

Any employee who has completed 25 years of service to the Lawnside School System shall receive an additional \$1000 over the appropriate salary from the above guide. Any employee who has completed 30 years of service to the Lawnside School System shall receive an additional \$1500 over the appropriate salary from the above guide. Longevity payments will begin on the September 1st following the completion of the 25th/30th year.

SCHEDULE B-1
SUPPORT STAFF SALARIES

2003-2004

STEP	TEACHER ASSISTANT	SECRETARY	CLERK-TYPIST	JANITOR	CAFETERIA
1	12443	16681	14145	18229	12700
2	12740	17097	14490	18886	13003
3	13045	17522	14901	19158	13316
4	13358	17961	15313	19455	13636
5	13678	18584	15274	20287	14091
6	14136	19288	16255	21037	14436
7	14785	19955	16863	21845	15090
8	14822	20726	17498	22690	15653
9	15903	21526	18189	23573	16235
10	16428	22264	18775	24389	16773
11	17255	23418	19605	25668	17618
12	17646	24101	20296	26226	18115

OFF-GUIDE:

BUIE	27318
R. ARTHUR	22246
TIMMONS	36364
JONES	22165

LONGEVITY:

After 25 years of service	-	\$500
After 30 years of service	-	\$750

Any full-time teacher assistant who has 60 college credits and a current substitute certificate shall receive a \$500.00 stipend each year.

Effective July 1, 2003, if a food service worker substitutes for an absent cafeteria manager for a full day, she/he shall be compensated by being paid for an additional \$25 for the day.

SCHEDULE B-2
SUPPORT STAFF SALARIES

2004-2005

STEP	TEACHER ASSISTANT	SECRETARY	CLERK-TYPIST	JANITOR	CAFETERIA
1	13043	17281	14745	18829	13300
2	13340	17697	15090	19286	13603
3	13645	18122	15501	19758	13916
4	13939	18561	15913	20055	14236
5	14278	19184	16324	20877	14691
6	14736	19826	16856	21637	15036
7	15365	20555	17463	22445	15690
8	15422	21326	18096	23290	16253
9	16503	22126	18769	24173	16835
10	17028	22864	19375	24989	17373
11	17855	24018	20205	26268	18218
12	18146	24701	20896	26826	18715

OFF-GUIDE:

BUIE	27918
R. ARTHUR	22846
TIMMONS	36964
JONES	22765

LONGEVITY:

After 25 years of service	-	\$500
After 30 years of service	-	\$750

Any full-time teacher assistant who has 60 college credits and a current substitute certificate shall receive a \$500.00 stipend each year.

Effective July 1, 2003, if a food service worker substitutes for an absent cafeteria manager for a full day, she/he shall be compensated by being paid for an additional \$25 for the day.

SCHEDULE B-3
SUPPORT STAFF SALARIES

2005-2006

STEP	TEACHER ASSISTANT	SECRETARY	CLERK-TYPIST	JANITOR	CAFETERIA
1	13848	18084	15548	19632	14103
2	14143	18500	15893	20089	14406
3	14448	18925	16304	20561	14719
4	14742	19364	16716	20858	15039
5	15081	19987	17127	21690	15494
6	15539	20629	17659	22440	15839
7	16168	21358	18266	23248	16493
8	16225	22129	18901	24093	17056
9	17306	22929	19592	24976	17638
10	17831	23667	20178	25792	18176
11	18658	24821	21008	27071	19021
12	18949	25504	21669	27626	19518

OFF-GUIDE:

BUIE	28721
R. ARTHUR	23649
TIMMONS	37822
JONES	23568

LONGEVITY:

After 25 years of service	-	\$500
After 30 years of service	-	\$750

Any full-time teacher assistant who has 60 college credits and a current substitute certificate shall receive a \$500.00 stipend each year.

Effective July 1, 2003, if a food service worker substitutes for an absent cafeteria manager for a full day, she/he shall be compensated by being paid for an additional \$25 for the day.

SCHEDULE C

EXTRACURRICULAR ACTIVITIES

2003-2004, 2004-2005 and 2005-2006

ACTIVITY	2003-2004	2004-2005	2005-2006
Art Club Advisor	\$710	\$742	\$777
Basketball Coach	\$710	\$742	\$777
Cheerleader Coach	\$710	\$742	\$777
Chess Advisor	\$710	\$742	\$777
Chorus Advisor	\$710	\$742	\$777
Computer Club Advisor	\$710	\$742	\$777
Newspaper Advisor	\$710	\$742	\$777
Peer Mediation Advisor	\$710	\$742	\$777
Soccer Coach	\$710	\$742	\$777
Student Council Advisor	\$710	\$742	\$777
Yearbook Advisor	\$710	\$742	\$777