

**AGREEMENT**

**between the**

**LIVINGSTON BOARD OF EDUCATION**

**and the**

**LIVINGSTON EDUCATION ASSOCIATION**

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**For the Period  
July 1, 2014 through June 30, 2017**

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**PREAMBLE**

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of June, Two Thousand and Fourteen BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF LIVINGSTON, ESSEX COUNTY, NEW JERSEY, hereafter the "Board;" AND THE LIVINGSTON EDUCATION ASSOCIATION, hereafter the "Association;"

**WHEREAS**, certain agreements have been reached between the Board and the Association, the said Association being the recognized majority representative of the unit for the Board's employees, consisting of all full-time and regular part-time certificated personnel, members of the administrative support staff, teacher assistants, instructional aides, kindergarten aides, lead playground aides, as well as athletic trainers, occupational therapists, non-certified school nurses, all members of the custodial and maintenance staff including personnel with the title bus driver/custodian, bus driver/mechanic, bus drivers and van drivers, whether under contract or on leave, employed by the Board, and excluding the following positions: superintendent, assistant superintendents, board secretary/ business administrator, principals, assistant principals, director of guidance, director of high school athletics, all content area supervisors, data base administrator, network administrator, technicians, applications architect, manager of technology, manager of finance and accounting, manager of human resources, payroll manager, payroll/benefits assistant and transportation manager. Administrative Assistants to the superintendent, assistant superintendents, board secretary/ business administrator, manager of human resources, the manager of technology, and the manager and assistant manager of buildings and grounds are also excluded. Unless otherwise indicated, as used herein, the term "teachers" and "employees" shall refer to all employees covered in the described unit as above defined.

**NOW, THEREFORE**, it is mutually agreed between the Board and the Association as follows:

**ARTICLE I**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

**I. Collective Negotiations**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the time prescribed by law. Both parties shall have representatives meet to negotiate at mutually agreed upon times. Each party shall submit to the other, at least 3 days prior to any meeting, pertinent materials on matters to be discussed; however, this time limit may be waived by mutual consent. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by both parties.

**II. Modifications**

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**III. Printing the Agreement**

Copies of the agreement shall be reproduced and the cost of such preparation shall be equally shared by the Board and the Association.

**IV. Duration of Agreement**

THIS AGREEMENT, dated June 16, 2014 shall take effect July 1, 2014, retroactively, and shall continue in full force and effect without change through June 30, 2017.

**ARTICLE II  
ASSOCIATION/INDIVIDUAL RIGHTS AND PRIVILEGES**

**I. Use of Buildings and Equipment**

The Association and its representatives shall have the privilege of using prescribed areas of school buildings at reasonable hours for meetings on days when schools are in session. The principal of the building will be notified in advance of the time and place of all such meetings. At any other time, the use of the buildings shall be arranged through the office of the superintendent. These meetings shall not conflict with other scheduled use of school buildings nor shall such meetings interfere with the normal and regular duties of employees of the Board.

The Association and its representatives shall have the use of telephones, computers, copying machines, and bulletin boards at reasonable hours during the school day.

**II. Association Meeting Dates**

**A. General Meetings**

1. For the 2014-2015 school year, time after school shall be granted for Association general meetings on a monthly basis. Effective with the 2015-2016 school year, the LEA will hold five monthly meetings and shall be granted time at the end of building meetings in the other five months. No other meetings will be scheduled at that time. District meetings shall be held on the first, second and fourth Mondays of each month, and Association meetings shall normally be held on the third Monday. On Association meeting days, all officers and members may leave their buildings 10 minutes after student dismissal time to attend the meetings. Attendance at such meetings shall be the sole responsibility of the party calling the meeting.
2. Support Staff Attendance: Support staff shall be eligible to attend these meetings so long as the following coverage is provided:
  - a. Elementary: one secretary in each building;
  - b. High school and middle schools: one secretary in the guidance office and one secretary in the general office;
  - c. Central Office: a total of four (4) secretaries, one in each of the following offices: Superintendent/Business Administrator, Assistant Superintendents, and coverage of the reception desk.
  - d. In an emergent situation where the administration determines that service is required, it is understood and agreed that the administration's authority to assign is retained.

**B.** For those months where a holiday or vacation interferes with the normal Association meeting date, an alternate date will be scheduled.

**III. Presidential/Association Release Time**

The president of the Association shall be guaranteed release time to conduct Association business, in addition to preparation time, equal to 40 minutes per school day. The schedule of release time will be determined by mutual agreement between the president and proper administrative representatives. Whenever possible, it shall be buffered against the lunch hour, a prep period, or the end of the school day.

Additionally, the Board agrees to provide release time to an Association designee. When possible, this release time shall be two (2) consecutive periods twice weekly for a total of four periods per week. The release time will be mutually agreed upon and will be structured from the normal service and/or on call periods of the designee, although one of the two periods may be utilized for supervisory responsibilities should an emergency exist in the building. For the duration of the Agreement, the designee shall be the negotiations chair-person.

The Association may request, in writing through the Superintendent, approval by the Board of Education, of up to a total of ten (10) days of release time each year for members of the Association.

**IV. Standing Committee Meetings**

All members and officers serving on Association Standing Committees shall have the right to leave their building in time for the meeting to convene at 3:20 P.M. Standing committees are Representative Council, Superintendent/LEA Liaison, Professional Rights and Responsibilities (Grievance), Negotiations, and Instruction and Professional Development.

**V. Use Of Mail Boxes/Inter-District Mail**

The Association shall have reasonable use of school mail boxes and inter-district mail without prior restraint for purposes of keeping its membership informed of Association activities.

**VI. Notice of Vacancy and Promotions**

**A.** The Association president, the negotiations chairperson and grievance chairperson will be notified, in writing, by the superintendent or his designee of all vacancies, promotional openings, extra stipend vacancies, and newly created positions that occur in the staff along with any qualifications and/or job descriptions that have been written for the position. The Association president will also be notified when and by whom the position is filled.

**B.** Should a vacancy or promotional opportunity occur during July or August, those employees who have placed on file a request for notification will be so notified. Requests for notification must be submitted to the superintendent by the employees prior to June 30th. Employees will be notified at their summer addresses.

**VII. Office Space**

The Association shall be entitled to rent at a yearly rate of \$1.00, adequate office space in a building, at a location and of a description to be mutually agreed upon. The Association shall be allowed to install telephone equipment in such offices at its own expense.

**VIII. New Positions**

In the event that new positions are created and approved by the Board subsequent to the completion of negotiations, or changes in a position occur during the year, the Association shall have the right to negotiate the terms and conditions of employment and compensation for said position(s) with the Board. Such negotiations will be initiated at the Superintendent - LEA Liaison meeting. All such items will be discussed with the LEA negotiations team and the terms and conditions of employment with respect to the position will be resolved as quickly as possible.



## **IX. Staff Manual**

The Association shall provide 2 of its members to assist in the review of the district staff manual. If possible, these revisions will be made during the school year.

## **X. Communications**

Pursuant to agreement between the superintendent and the Association, documents generated by the central office which pertain to the Association and its membership shall be provided to the following designated Association officials: President, Vice President, Recording Secretary, Membership Chairperson, Negotiations Chairperson and Professional Rights and Responsibilities (Grievance) Chairperson.

## **XI. Conferences**

### **A. Superintendent - LEA Liaison**

#### **1. Purpose**

The purpose of this conference is to share ideas, discuss plans, exchange information, or express mutual concerns about the negotiated contract and written policies.

#### **2. Procedure**

- a. Meetings shall be scheduled on a regular monthly basis with the date to be determined by the LEA president and the superintendent. If either party cannot meet at the prescribed time, the meeting will be rescheduled at the earliest possible date.
- b. Written agendas shall be prepared and distributed at least one day prior to the meeting and will contain items submitted by both sides. All items on the agenda will be discussed.
- c. Membership attending these meetings shall be comprised of no more than six representatives as designated by the LEA president and no more than six representatives as designated by the superintendent.

### **B. Conference with Board**

#### **1. Purpose**

The purpose of these conferences is to share ideas, discuss plans, exchange information, or express mutual concerns and thus provide direct liaison between the Association and the Board.

#### **2. Meetings**

- a. Two (2) meetings per year shall be scheduled in advance when the Board meeting calendar is established. One (1) meeting shall be scheduled for October and one (1) for May. A written agenda shall be prepared. This agenda will be adhered to at the meeting and will contain items submitted by both sides through the Superintendent's office no later than ten (10) school days prior to the meeting. Every effort will be made to discuss all items on the agenda. Background or supportive materials may be attached to the agenda by either party. Scheduled meetings may be canceled by mutual agreement between the Board and the Association when it appears that there are no substantive issues for an agenda.
- b. Additional meetings may be scheduled based upon mutual agreement between the parties as a result of the written request of one (1) of the parties for such a meeting. These additional meetings may be requested if the Association or the Board believes that issues have not been alleviated through the LEA/Superintendent Liaison. A written request from the Association will be forwarded to the Board of Education LEA Liaison who will determine with the Association President and the Superintendent if a conference with the Board should be scheduled for the purpose of clarifying the positions of the parties.
- c. These Board conferences shall in no way deny an individual's right to process a

- grievance.
- d. These conferences shall in no way be construed as a part of the negotiations procedure.
  - e. The Board may render a response at the conference or the Board may respond to the issues presented at a conference in writing to the LEA president within ten (10) working days after the conference.
  - f. It is understood that the Board response is not grievable by the Association.
  - g. A copy of the minutes of these meetings shall be provided to LEA.

**ARTICLE III  
EMPLOYEE RIGHTS/REPRESENTATION**

**I. Representation Fee**

The Board and the Association agree that the Association is authorized to collect a representation fee from nonmembers, equal to 85% of the annual Association dues, through automatic payroll deduction.

**II. Demand and Return System**

The Association warrants and covenants that a demand and return system has been established, and that this system is in compliance with the statutes and will result in the appropriate membership and representation fees being forwarded to the Association.

**III. Save Harmless**

The Association indemnifies and holds the Board harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Board in conformance with these provisions.

**IV. Notice of Claims**

The Board agrees to give the Association timely notice in writing of any claim, demand, suit or other form of liability filed in regard to the implementation of the representation fee.

**V. Defense of Claims**

If the Association so requests, in writing, the Board will surrender to it the full responsibility for the defense of such claim, demand, suit or other form of liability, and will cooperate fully with the Association in the preparation of said defense.

**VI. Defense Monitoring**

The Board may monitor the defense by the Association.

**VII. Rights to Representation**

Whenever any employee is required to appear before any administrator or supervisor, board or any committee or member thereof concerning an administrative recommendation, or warning of a forthcoming administrative recommendation, for non-renewal of a contract or increment withholding, he/she shall be given prior notice of the reason for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. Whenever an employee intends to have representation at any meeting referred to above, or an administrator intends to have a second administrator present at any such meeting, the teacher or administrator respectively, shall advise the other of his/her intention in advance of the scheduled meeting. These meetings shall be scheduled at a mutually agreeable time. Any suspension of an employee shall be instituted in accordance with law.

**ARTICLE IV  
GRIEVANCE PROCEDURE**

**I. Statement of Purpose**

An employee is encouraged to resolve his/her grievance through informal discussion between the relevant parties at the lowest possible levels. If the formal grievance procedure is initiated, it shall not be mandatory to continue through all of its stages if a satisfactory resolution is achieved at lower levels. The Association shall have the right to grieve those items that are concerned with Association rights and privileges.

## **II. Definition of Terms**

**A. Grievance:** A grievance shall mean a complaint by an employee, or group/category of employees, that there has been an alleged misinterpretation, misapplication or violation of any of the provisions of the contract of which this grievance procedure is part of any policy or administrative decision.

**B. Employee:** The term employee shall include any regularly employed individual, whether full or part time, receiving compensation from the Board. It shall not include non-contractual employees such as substitutes, nor shall it include, in their capacity as such, employees of collateral ventures of the Board such as the summer school.

**C. Exclusions:** The term grievance shall not apply to any matter for which (1) a method of review is prescribed by law or State Board Rule; or wherein (2) the Board is without authority to act; or wherein (3) a complaint relates to the non-renewal or termination on notice of a non-tenure employee's contract.

## **III. General Principles**

**A.** No employee participating in the grievance procedure outlined herein, whether as a party or a representative, shall be subject to coercion, restraint, discrimination, or reprisal in his/her employment by reason of participation in a grievance procedure.

**B.** Except at Stage III, all discussions, meetings and conferences shall, insofar as practicable, be conducted during normal daytime hours and without undue interference with the parties' regular duties, and maximum efforts shall be made to avoid involvement of students in any phase of the grievance procedure. It is to be expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board.

**C.** The aggrieved shall have the right to be represented at all stages of the procedure, by himself/herself, by 2 officers or designees of the employee unit, and/or by counsel. When an aggrieved exercises this right, written notice must be given 3 days in advance.

**D.** Stipulated times provided for the grievance procedure are intended as outer limits to be strictly adhered to, except in cases of closing of school or extenuating circumstances, such as illness or personal emergency, in which events the aggrieved party and his superior at the then pending stage of the grievance shall mutually agree to appropriate extensions of time.

**E.** This procedure generally provides for 3 stages of action, and in case of most employees it will operate at all stages. However, in the instance of some employees and by reason of their position within the organizational scheme prevailing in this district, Stage I in the procedure may be eliminated. No employee shall pursue a formal grievance with a member of the same collective bargaining unit. If such is the case, the employee shall commence his grievance at the stage determined by the position of his immediate superior, and he shall follow the procedure as outlined herein.

**F.** This grievance procedure and the administration of it shall, in all respects, comply with the laws and statutes of the State of New Jersey and with the Rules and Regulations of the State Board of Education, and to the extent that any provision of this procedure or the administration of it in any given case conflicts with any said law, statute, rule or regulation, then the conflicting portion of this procedure or the administration thereof in the particular case shall be null and void.

**G.** Determinations at the Stage II level may be made by the superintendent of schools or his/her designee.

**H.** 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.

#### **IV. Stage I**

**A.** An employee having a grievance shall present it in the first instance in writing to his/her immediate superior within 30 school days after the occurrence of or his/her awareness of the event or events giving rise to the grievance.

**B.** The employee and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the aggrieved of his/her determination within 5 working days from the date of this original presentation of the grievance. The determination will be in writing.

#### **V. Stage II**

**A.** In the event that the aggrieved is not satisfied with the determination arrived at in Stage I, he/she shall file a written petition with the superintendent. This petition shall be filed within 15 working days from the receipt of notice of the determination arrived at in Stage I, and he/she shall deliver a copy of his/her petition to the administrator who made the determination at the Stage I level. Failure to petition within the 15 working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage I determination.

**B.** The petition to be filed shall contain at least the following:

1. A brief description of the grievance and the essential facts relating to the grievance, including an identification of the provisions of the contract, board policy, or administrative decision which it is alleged to have misinterpreted, misapplied or violated.
2. The dates upon which the aggrieved first commenced Stage I proceedings and received notice of the Stage I determination.
3. The aggrieved's understanding of the Stage I determination.
4. A description of the action requested to be taken or of the relief requested to be granted by the superintendent.
5. The signature of the aggrieved shall constitute a representation that the petition's contents are accurate and that it is filed in good faith for the purposes stated.

**C.** Upon receipt of the petition, the superintendent shall direct the administrator making the Stage I determination to submit a written response to the petition setting forth his/her understanding of the following:

1. The nature of the grievance and the essential facts relating to it and the provisions of the contract, board policy, or administrative decision which are alleged to be involved.
2. The dates upon which the Stage I proceeding was commenced and then determined.
3. The determination made at Stage I and the reasons for it.
4. The signature of the Stage I superior shall constitute a representation that the determination made by him/her was arrived at after hearing all pertinent statements in

the matter.

**D.** Both the petition and the Stage I supervisor's answer shall be made available to the parties concerned.

**E.** Utilizing the petition and the Stage I supervisor's answer and all other information and data, the superintendent or his/her designee shall then proceed to determine the matter, and he/she shall advise the parties of his/her determination within 15 working days from the date upon which the petition was first filed with him/her. His/her determination shall be in written form.

**F.** In an effort to expedite the process involving an Association grievance at stage II, two representatives of the superintendent's office, two representatives of the Association and the superintendent will hold an informal hearing on the merits of the grievance, receive information from the parties involved and attempt to resolve the grievance to the satisfaction of all parties.

Alternates will be selected and used in situations where the appointed members of this committee are directly involved in the situation being grieved.

This group will act in an advisory capacity to the superintendent with the final determination made by the superintendent.

**VI. Stage III**

**A.** In the event that the aggrieved is not satisfied with the determination arrived at in Stage II, he/she shall file a petition to the Board within 10 working days from the receipt of notification of the Stage II determination, and he/she shall subsequently deliver a copy of the petition to the secretary of the Board. Failure to file a petition to the Board within 10 working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage II determination.

**B.** The Board petition to be filed with the Board secretary shall contain at least the following:

1. An incorporation by reference of the Stage II petition and answer, copies of which shall be delivered to the Board secretary.
2. The date upon which the aggrieved was informed of the Stage II determination.
3. Any additional matters not otherwise set forth in the Stage II petition which the aggrieved wishes to call to the attention of the Board.
4. A description of the action requested to be taken or the relief requested to be granted by or from the Board.
5. The signature of the aggrieved shall constitute a certification of the above delineated items.

**C.** Promptly after the filing of the petition, the superintendent shall prepare a full and complete written report of his/her findings and determination made at the Stage II level, if one has not been previously prepared, and he/she shall file the findings with the Board and deliver a copy to the aggrieved.

**D.** Thereafter, the Board shall proceed to hear the matter as promptly as possible. The hearing shall be based upon the filed documents aforementioned, unless the aggrieved or the Stage II administrator requests the Board to schedule a hearing date for the presentation of other matters, in which event the Board shall do so. The Board shall then render its determination of the issue or issues presented by the grievance within 15 working days from the date of the filing of all papers or, in the case of a scheduled hearing, within 15 working days from the conclusion of the hearing.

**E.** Initially, the Board's determination may be rendered orally; finally, the determination must be rendered in writing to the parties involved.

**ARTICLE V  
TEACHING STAFF MEMBERS**

**I. Mentoring**

Each novice teacher will be assigned a mentor by the district. A teacher serving as a mentor will be paid, by the novice teacher, the yearly amount designated by the State of New Jersey for each full year, or a pro-rated fraction for less than a year, in which he/she serves as a mentor.

As soon as the district is aware of its needs, mentoring positions will be posted in the building or department where the mentor is required. No teacher shall be assigned to serve as a mentor if there are qualified volunteers available with the expertise in the particular subject or specialty area. The superintendent shall make recommendations to the Board of Education for the approval of mentors. Mentors shall attend a mentoring in-service program as mandated by the State.

No teacher shall serve as a mentor to more than one (1) provisional teacher at a time.

The mentor shall be required to serve no more than eighteen (18) hours of time beyond the normal school day to complete the mentoring process.

**II. Continuing Education**

The Board of Education will continue to make every effort to provide sufficient opportunities through workshops, conferences, staff development training and in-service courses to meet the necessary allotment for the employees' attainment of the one-hundred (100) hour requirement. These opportunities will be available either during the normal school day or after school at faculty and/or department meeting or formal staff development in-service courses. Hours earned during the normal school day or at faculty and/or department meetings will only count for continuing education credits and not toward advancement on the salary guide.

All in-service courses will qualify for continuing education credits as approved by the Professional Teaching Standards Board (P.T.S.B.) and in accordance with each employee's P.D.P. as well as for credit toward advancement of the salary guide as provided in the district course catalogue. All college courses will qualify for continuing education credits as approved by the P.T.S.B. and in accordance with each employee's P.D.P. as well as towards advancement on the salary guide. The Board will continue to reimburse for college courses and pay for any pre-approved out of district workshops, seminars, or conferences (registration fees, transportation, etc.) even though these may count as continuing education credit. The association and administration will develop a method for maintaining and verifying credit hours earned. In-District credits earned prior to the effective date July 1, 2011 of N.J.S.A. 18A:6-8.5 may be applied and used for advancement on the salary guide.

**III. Teaching Staff Work Day/Year**

Effective with the 2015-2016 school year, the school calendar will consist of 184 days (180 school days and 4 professional development days) (183 for 2014-2015) for certificated teaching staff, teaching assistants, instructional aides, kindergarten aides and lead playground aides.

Effective with the 2015-2016 school year, the Board shall be able to conduct five professional development sessions on the third Monday of the month. The Board and the LEA shall collaborate in advance to schedule the dates for the five sessions. Three of the sessions may be up to two hours in length. The balance of the sessions shall not exceed one hour in length.

Teaching staff member work days shall consist of not more than the noted number of hours and minutes and be inclusive of a duty-free lunch:



Elementary: 7 hours and 1 minute  
Middle School: 7 hours and 21 minutes  
High School: 7 hours and 21 minutes

For the 2015-2016 school year:

Teaching staff member work days shall consist of not more than the noted number of hours and minutes and be inclusive of a duty-free lunch:

Elementary: 7 hours and 10 minutes  
Middle School: 7 hours and 21 minutes  
High School: 7 hours and 21 minutes

#### **IV. Guaranteed Prep Time**

Each teacher will have guaranteed preparation time according to the following schedule:

- A.** Elementary - four (4) forty (40) minute preparation periods each week and one (1) additional forty (40) minute preparation period each week to be assigned by the principal and designated as common planning time for grade level team planning and grade level meetings. This time will be provided during special area instruction time with no more than one (1) period per day if possible (art, music, physical education, media).

- B.** Elementary specialists (art, music, physical education, & world language teachers) shall be assigned as follows:

On days that they travel between buildings – five (5) teaching periods

On days that they are assigned to the same building – up to six (6) teaching periods  
*\*ESL teachers are not considered specialists for the purposes of this section.*

Effective with the 2015-2016 school year, elementary specialists (art, music and world language teachers) shall be assigned as follows:

Up to 30 periods in a 6 day cycle.

Compensation for extra teaching assignments shall not be applicable to elementary specialists unless they are assigned to sections in excess of those stated above.

- C.** Secondary - five (5) unassigned preparation periods each week.
- D.** In the high school four (4) day rotating-drop schedule, each high school teaching staff member shall have a lunch period every day, a preparation period every day, and a minimum of three (3) on-call periods per four (4) day cycle, (two (2) on-call periods for Science teachers per four (4) day cycle), and no more than one (1) lunch duty per four (4) day cycle. The on-call period is a duty-free period to be utilized on a non-routine basis. A non-routine basis is defined as a situation where an assignment, meeting or duty is not assigned to a particular teacher on a regular basis.
- E.** If the high school returns to a nine period day each high school teaching staff member shall have one (1) on-call period, one (1) preparation period and one (1) lunch period per day. It is agreed that in the event LHS is returned to an eight (8) period day, the LEA reserves the right to bargain the impact of more than a five (5) minute change in each period. Principals and supervisors may conduct meetings during a common planning period. No scheduled meetings should be held during a teacher's preparation period or lunch. A teacher's preparation period may be used for conferences involving observations or evaluations when mutually agreed between the teacher and principal/supervisor.

**V. Lost Prep Time**

Whenever a preparation time is lost because of an administrative assignment or assignment to district committee service, compensatory time will be granted.

**A. Compensatory Time Options**

1. Sign out at student dismissal time.
2. Late sign in if teacher's schedule permits.

**B. Teacher Coverage**

A teacher asked to provide coverage of another teacher's assignment during his/her preparation period will be reimbursed at the rate of forty dollars (\$40.00). This assignment can be applied only to daily needs and cannot be utilized for long term absences. The teacher asked to provide coverage will be informed of the coverage as soon as the building administrator is aware of the need to cover.

If there is no other way to provide coverage and an opportunity exists at the secondary level for the building administrator to switch a service/duty period and preparation period on the same day in order to accomplish the coverage this will be allowed without payment necessary. If there is no other way to provide coverage and an opportunity exists at the elementary level for the building administrator to replace the preparation period with an equivalent preparation period within the same week in order to balance the coverage this will be allowed without payment necessary. The building administrator will submit a list of individuals entitled to payment to the Payroll Department on the appropriate form on the 15<sup>th</sup> and the last day of each month.

Implementation of compensatory time will be at the mutual convenience of the teacher and principal/supervisor.

**VI. Duty-Free Lunch**

All teachers will be guaranteed a duty-free lunch period. In the event the duty-free lunch is taken away, compensatory time as described in Article V, Section V, A 1 & 2 and B will apply.

**VII. Lunch Coverage (Elementary)**

**A. Purpose**

The Board agrees to budget funds for the duration of the agreement for the purpose of recruiting and hiring at least one playground aide for each elementary school. It is the objective of the Board, consistent with the welfare and safety of the children of the school district, to provide every elementary school teacher with a full lunch period free from playground supervision duties.

**B. Emergency Duty**

In those emergent situations and in those cases wherein the administrative staff determines that the assignment of a teacher to lunch time playground supervision duty is required for the safety and welfare of the children, it is understood and agreed that the administrative staff's authority to assign is retained.

**ARTICLE VI  
OBSERVATIONS AND EVALUATIONS**

Observations and evaluations are completed in accordance with the district's Evaluation Framework for Professional Practice and State Law.

**I. Definitions and Procedures**

**A. A formal observation** (long or short) is a process in which a pre-conference, observation and post-conference occurs with a certified administrator/supervisor (hereafter referred to as the "observer") and a certified staff member, followed by a written Observation Report. A formal observation shall be conducted for a minimum duration of one class period in a secondary school and for one complete subject lesson in an elementary school\*. The observer and certified staff member will schedule a pre-conference prior to the day of the observation for a minimum of one short for tenured and one long for non-tenured employees. A post-conference will be scheduled within ten (10) working days of the observation. The observer will provide a written report to the certified staff member within fifteen (15) working days of the post-conference. The certified staff member shall sign the report indicating having seen and read the final report, but not necessarily his/her agreement. If the certified staff member wishes to submit additional comments to the observation report, he/she may do so within ten (10) working days. All comments will be attached to the observation report in the certified staff member's personnel file.

*\*For certified staff members who function outside of the classroom, the "full class period" definition shall not apply.*

A formal short observation shall be subject to the same provisions above, with the exception that it shall be a minimum of 20 minutes in duration.

**B. An informal observation** (long or short) is an observation which will be no less than 20 minutes in duration and does not require prior notification of the visit by the observer. A post-conference will be scheduled within ten (10) working days of the observation. The observer will provide a written report to the certified staff member within fifteen (15) working days of the post-conference. The certified staff member shall sign the report indicating having seen and read the final report, but not necessarily his/her agreement. If the certified staff member wishes to submit additional comments to the observation report, he/she may do so within ten (10) working days. All comments will be attached to the observation report in the certified staff member’s personnel file.

**C. Coaching** is a collaborative process between a certified staff member and a certified administrator/supervisor (hereafter referred to as the “coach”) for the purpose of providing professional growth and development in an area to be identified by the certified staff member. Coaching will include a conference between the coach and the certified staff member. Other than documentation that coaching occurred, no written notes or reports will be maintained of the coaching experience. Coaching will not be made a part of any formal observation or evaluation report. The intent of the coaching experience is to enhance the certified staff member’s professional growth and development in an atmosphere of trust and partnership between the coach and certified staff member.

**D. A year-end evaluation** is a summary of the certified staff member’s performance during the course of a school year. All certified staff members will receive one (1) final Evaluation Report which will be conducted in accordance with the district’s published observation/evaluation schedule. The evaluation process shall include a conference between the evaluator and the certified staff member to discuss the Evaluation Report. A final Evaluation Report shall be provided to the certified staff member within fifteen (15) working days of the conference and a copy shall be sent to the Board Office for placement into the certified staff member’s personnel file.

Written Observation and Evaluation Reports and Coaching Notifications shall be maintained in the certified staff member's personnel file in the Board Office. Additional materials to be placed in a certified staff member's personnel file must be seen and initialed by the certified staff member or be designated on the face, “copy to the personnel file.”

**II. Schedules**

Teacher Tracks		Total Minimum # of Observations	Multiple Observers
Non-Tenured	Years 1 & 2	3 (2 long, 1 short)	Required
	Years 3 & 4	3 (1 long, 2 short)	
Tenured		3 (0 long, 3 short)	Recommended

*All non-tenured employees will have one long and one short observation prior to December 31.*

*All non-tenured employees will have an evaluation conference by April 15.*

*All tenured employees will have an evaluation conference by June 15.*

*Second and all subsequent observation cycles shall not commence until a post-conference for the previous observation has been conducted.*

### **III. Renewal of Employment**

Whenever possible, all certified staff members must be notified of their salary and status for the following year by May 15<sup>th</sup>.

### **IV. Professional Intervention**

If it is determined that a non-tenured certified staff member's performance is unsatisfactory a warning will be issued by the superintendent by January 15<sup>th</sup>. All individuals issued a warning will be given a minimum of sixty (60) calendar days to correct the concerns identified. At the end of the sixty (60) day period, the warning status may be removed or the individual may be placed on a **Corrective Action Plan** for the following year.

After January 15<sup>th</sup>, if it is determined that a non-tenured certified staff member's performance warrants a letter from the superintendent, it may be issued. If a letter is issued by the superintendent to a non-tenured certified staff member with less than sixty (60) calendar days to correct his/her performance prior to May 15<sup>th</sup>, the district may take action regarding a non-tenured certified staff member's employment.

In unusual cases, where it is determined that **any** certified staff member's aberrant behavior warrants immediate action, all warning periods may be eliminated.

If performance issues exist for a tenured certified staff member, he/she may be subject to additional professional interventions, including, but not limited to additional formal and informal observations and a Corrective Action Plan. A certified staff member may be subject to professional interventions at any point within the year.

If a certified staff member is placed on a Corrective Action Plan, a Corrective Action Team (CAT) will be assembled to design a plan. The CAT will be comprised of a minimum of three (3) of the following individuals:

1. A Principal;
2. An Assistant Principal;
3. A Content Area Supervisor;
4. A Central Office Administrator.

The certified staff member will have access to an LEA representative during all phases of the plan.

The Corrective Action Plan will specify steps necessary to improve professional performance and a timeline for accomplishment of the plan's components. The plan must include at least the following:

1. The identification of the area(s) to be improved;
2. The goals and objectives to be accomplished;
3. The criteria to assess the achievement of the goals;
4. The recommended methods to follow and the available resources necessary for the staff member to use in attempting to achieve the recommended goals;
5. The assistance that will be provided by the CAT;
6. The recommended time schedule that will be followed in implementing the plan.

If a certified staff member successfully achieves the goals of his/her Corrective Action Plan, the CAT may recommend removal of the Corrective Action Plan for the following year. Failure on the part of the certified staff member to make adequate progress toward achieving the goals of the Corrective Action Plan may result in the CAT recommending renewal of the Corrective Action Plan, the withholding of an increment, raise, or in the case of a non-tenured certified staff member, the non-renewal of a contract.

**V. Increment/Guide Raise**

It shall be understood that the increment/guide raise is not automatic. In addition to a pattern of unsatisfactory performance of classroom and/or school responsibilities as substantiated by evaluations and failure to meet adequate progress of a Corrective Action Plan, an increment may also be withheld for the following reasons:

1. Violations of law, Board of Education policies and/or school district rules and regulations;
2. A record of an excessive and unusual pattern of attendance that undermines the effectiveness and reliability of the certified staff member.
3. For inefficiency or other good cause pursuant to N.J.S.A. 18A:29-14.

After an increment has been withheld, dependent upon the improvement made during that year, a certified staff member may be returned to the proper step on the salary guide according to his/her training and experience the following year, continue to receive no increment/guide raise and continue on the Corrective Action Plan or any other legally appropriate salary restoration plan may be implemented as a result of discussions between the superintendent and the Board.

**ARTICLE VII  
TEACHING STAFF MEMBER SALARIES**

**I. Increments**

**A.** Placement on the salary guide shall take into consideration each individual's training level and years of experience as determined by the Superintendent or his/her designee.

**B.** All advancement on the salary guide, including annual increments and raises as set forth in the guide(s) now in effect, or as may otherwise be adopted by the Board, shall not be considered automatic.

**C.** Advancement on any column shall require satisfactory evaluations by the superintendent and those charged with supervisory responsibility and approval by the Board.

**D.** Such vertical advancement is not to exceed 1 full step per year.

**E.** For an employee to advance one (1) step on the salary guide at the start of the work year, the employee must have been in an active pay status with the Board during the prior work year for the following period:

For ten (10) month employees:	93 days
For twelve (12) month employees:	125 days

It is understood that "active pay status" is defined as receiving salary payments from the Livingston Board of Education. Disability payments or paid leave from outside sources do not qualify. Worker's Compensation leave does qualify.



- F.** If an increment/guide raise is withheld, a program of assistance shall be planned and implemented to help the individual.
1. Periodic evaluations shall be made to determine the level of improvement.
  2. Dependent upon the improvement made during a year in which an increment/guide raise has been withheld, a teacher may be returned to the proper step on the salary guide according to training and experience the following year, continue to receive no increment/guide raise, or any other legally appropriate salary restoration plan may be implemented as a result of discussions between the superintendent and the Board.

## **II. Advancement**

- A.** The teacher's salary guide provides for seven levels of professional training:
1. B Bachelor's Degree
  2. B+16 Bachelor's Degree+16 approved credits
  3. B+32 Bachelor's Degree+32 approved credits
  4. M Master's Degree
  5. M+16 Master's Degree+16 approved credits
  6. M+32 Master's Degree+32 approved credits
  7. D Doctorate Degree
- B.** In the entire range of credits given for work beyond the Bachelor's Degree, from levels 2 through 7 above, only six (6) undergraduate credits may be applied.
1. All credits must be approved in advance, and in writing, by the superintendent or his/her designee, with a copy in the teacher's folder.
  2. Courses already taken will be evaluated by the superintendent or his/her designee for consideration toward advancement on the salary schedule.
- C.** Advancement on the salary schedule will be effective September 1st of the contract year for courses completed by the end of the previous summer, and February 1st for courses completed during the fall of the contract year.

## **III. Lateral Movement**

- A.** Lateral moves will be effective September 1 and/or February 1.
- B.** Upon attainment of a Master's degree, advanced credits completed before the Master's and not a part of the Master's program, will be credited as advanced credits beyond the Master's.

## **C. Procedure**

1. Written notification of an anticipated salary level change shall be directed to the superintendent stating current and future level.
2. In order to ensure proper budgeting, notification must be submitted by November 1st in the school year prior to the contemplated change. At the time of notification, a copy of all transcripts to date should be on file. If notification is not possible by November 1st, it shall be made as soon thereafter as is practicable.
3. Prior to a lateral move being approved by the Board, the employee and the manager of human resources will review the employee's credit status.
4. Proof of attainment of a higher salary status must be submitted to the superintendent or his/her designee before October 1 to be retroactive to September 1, and prior to January 31 to be effective February 1.
5. If for any reason this procedure cannot be followed, a request for an extension of time should be sent in writing to the manager of human resources.

## **IV. Stipends**

- A.** The Board agrees to compensate teachers for extracurricular activities in accordance with Article XX (Stipend Schedules).

**B.** In the event it becomes necessary to hire inexperienced persons in the following positions (high school varsity head coaches, high school all-school production director, and high school band director), the Board may elect to pay, for the first year, the stipend found in the previous year's agreement. If this person continues in the position for the following year, the stipend paid will be according to the appropriate year's agreement.

**C.** Any change in a stipend must be negotiated.

**V. Longevity**

Longevity payments are as follows:

Years of Service In District	July 1, 2014-June 30, 2017
15 Years	\$2,340
20 Years	\$3,490
25 Years	\$4,540
30 Years	\$5,290

**15 years** means an employee must have an aggregate of 15 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

**20 years** means an employee must have an aggregate of 20 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

**25 years** means an employee must have an aggregate of 25 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

**30 years** means an employee must have an aggregate of 30 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

If an employee was hired by December 31st of a contractual year they will receive full credit for that year.

It is understood that longevity payments, made pursuant to this section, are non-cumulative.

**VI. Extra Teaching Assignments**

The compensation paid to a certificated staff member for teaching an additional period shall be 20% of the individual's salary to a maximum of 20% of BA Step 7 for a full year course, shall be pro-rated for any course less than a full year and shall be pensionable to the extent allowed by law and the Division of Pensions and Benefits and provided the class is taught for a minimum of one full marking period.

**VII. Payment for Required Summer Work/Pensionable**

A staff member regularly assigned to additional duties for up to two (2) weeks between the end of one school year and the beginning of the next as a Guidance Counselor, Cooperative Office Education Coordinator, or Cooperative Education Coordinator shall be paid the additional salary provided in the District stipend schedule as added compensation for the extra duties of the position. Said additional compensation shall be considered pensionable during the time period that the individual is assigned the extra duties and shall be paid to the employee in equal installments during the ensuing September to June school year as part of his/her regular pay.

Should the staff member no longer be assigned the additional duties, the compensation for the extra work will be discontinued and he/she shall only be entitled to his/her appropriate guide salary as provided in this Agreement. It is agreed and understood that such a reduction of salary is solely because the extra duties shall be eliminated and it need not be accomplished as a reduction of salary under the provision of N.J.S.A. 18A:6-10.

Additional summer days shall be paid pursuant to this agreement; however, the stipend for such work shall not be considered pensionable. The stipend for additional summer work shall be paid according to regular business office practices.

**VIII. Instructor Stipend/In-Service**

Certificated personnel conducting in-service instructional programs approved by the superintendent or his designee shall be paid sixty-five dollars (\$65.00) per hour for the duration of this agreement. An hour is 60 minutes of class instruction.

**IX. Teacher Salary Guides - Movement**

Staff members hired prior to June 30, 2014 will remain on the same step and salary until January 2015, at which time, they will move up to the next available step and salary on the 2014-2015 salary guide. In September 2015, staff members will remain on the same step for the 2015-2016 school year, and the 2015-2016 salary guide will be used to determine salary. In September 2016, certificated staff members will move to the next available step and salary on the 2016-2017 salary guide.

Any staff member hired after July 1, 2014 will be treated in the following manner as it pertains to the negotiated salary guides for the 2014-2015, 2015-2016 and 2016-2017 school years.

If the employee is hired in September of 2014, s/he will remain on the same step for the 2014-2015 school year.

At the beginning of the 2015-2016 and 2016-2017 school years, the new hire will be moved up to the next available step and salary.

Any staff member who is hired mid-year during the 2014-2015 school year, and who works at least 93 school days, will be entitled to move to the next available step and salary as described above.

Any staff member who is hired mid-year during the 2014-2015 school year, but, does not work at least 93 school days, will not be entitled to move to the next available step and salary as described above. S/he will remain on the same step for the duration of the 2015-2016 school year and will receive an opportunity to move up on the guide in September 2016.

2014-2015							
Step	BA	BA+16	BA+32	M	M+16	M+32	D
1	51,983	53,846	56,226	59,020	62,435	64,664	67,675
2	52,398	54,268	56,658	59,463		65,129	68,152
3	52,892	54,772	57,175	59,996	63,443	65,693	68,732
4	53,416	55,308	57,724	60,562	64,029	66,293	69,350
5	53,943	55,846	58,277	61,131	64,619	66,896	69,971
6	54,474	56,388	58,833	61,703	65,212	67,503	70,596
7	56,239	58,116	60,515	63,331	66,773	69,020	72,054
8	60,253	62,129	64,527	67,340	70,780	73,495	76,513
9	64,266	66,142	68,538	71,350	74,787	77,970	80,973
10	68,280	70,154	72,549	75,359	78,795	82,445	85,432
11	72,294	74,167	76,560	79,369	82,802	86,919	89,890
12	76,308	78,180	80,571	83,378	86,810	91,395	94,350
13	80,322	82,192	84,583	87,388	90,817	95,870	98,809

<b>14</b>	85,052	86,936	89,345	92,173	95,629	100,345	103,269
<b>15</b>						105,709	108,642

<b>2015-2016</b>							
<b>Step</b>	<b>BA</b>	<b>BA+16</b>	<b>BA+32</b>	<b>M</b>	<b>M+16</b>	<b>M+32</b>	<b>D</b>
<b>1</b>	52,165	54,034	56,423	59,227	62,653	64,890	67,911
<b>2</b>	52,765	54,648	57,054	59,879	63,331	65,445	68,629
<b>3</b>	53,448	55,348	57,775	60,626	64,109	66,383	69,454
<b>4</b>	54,164	56,082	58,532	61,410	64,926	67,221	70,321
<b>5</b>	54,887	56,823	59,297	62,200	65,750	68,066	71,195
<b>6</b>	55,618	57,572	59,990	62,999	66,582	68,921	72,078
<b>7</b>	56,520	58,407	60,817	63,648	67,107	69,365	72,414
<b>8</b>	60,555	62,440	64,849	67,677	71,134	73,862	76,895
<b>9</b>	64,588	66,473	68,880	71,707	74,990	78,359	81,377
<b>10</b>	68,622	70,340	72,912	75,736	79,189	82,857	85,859
<b>11</b>	72,656	74,538	76,943	79,766	83,216	87,354	90,340
<b>12</b>	76,690	78,571	80,974	83,795	87,244	91,852	94,822
<b>13</b>	80,724	82,603	84,990	87,825	91,271	96,350	99,303
<b>14</b>	86,710	88,632	91,088	93,970	97,493	100,847	103,785
<b>15</b>						107,771	110,760

<b>2016-2017</b>							
<b>Step</b>	<b>BA</b>	<b>BA+16</b>	<b>BA+32</b>	<b>M</b>	<b>M+16</b>	<b>M+32</b>	<b>D</b>
<b>1</b>	52,202	54,072	56,462	59,268	62,697	64,935	67,959
<b>2</b>	52,802	54,686	57,094	59,921	63,376	65,491	68,677
<b>3</b>	53,485	55,386	57,816	60,669	64,154	66,429	69,502
<b>4</b>	54,202	56,122	58,573	61,453	64,971	67,268	70,370
<b>5</b>	54,925	56,863	59,338	62,244	65,796	68,114	71,245
<b>6</b>	55,657	57,612	59,990	63,043	66,628	68,969	72,129
<b>7</b>	56,520	58,407	60,817	63,648	67,107	69,365	72,414
<b>8</b>	60,555	62,440	64,849	67,677	71,134	73,862	76,895
<b>9</b>	64,588	66,473	68,880	71,707	74,990	78,359	81,377
<b>10</b>	68,622	70,340	72,912	75,736	79,189	82,857	85,859
<b>11</b>	72,656	74,538	76,943	79,766	83,216	87,354	90,340
<b>12</b>	76,690	78,571	80,974	83,795	87,244	91,852	94,822
<b>13</b>	80,724	82,603	84,990	87,825	91,271	96,350	99,303
<b>14</b>	86,884	88,809	91,270	94,158	97,688	100,847	103,785
<b>15</b>						107,986	110,982

**ARTICLE VIII  
SUPPORT STAFF**

**I. Full Vacation Rights/Support Staff**

**A. 10-Month Employees**

1. Ten (10) month employees shall have a work year of one hundred eighty-nine (189) days in the 2014-2015 school year and one hundred and ninety (190) days in the 2015-2016 and subsequent years, (including the LHS media computer specialist).
2. Ten (10) month employees shall work the published teachers' school calendar between September 1 and June 30.
3. 10-month support staff will report to work three (3) days prior to the teachers and three (3) days after the teachers are dismissed for the school year for a total of 190 days (189 in 2014-2015 school year) . The days at the end of the school year will not go past June 30.
4. Workdays required outside the September 1 to June 30 time frame needed to complete the one hundred ninety (190) (189 for the 2014-2015 school year) day work year shall be mutually scheduled by the staff member and his/her immediate supervisor.
5. Weather related and emergency closings shall not reduce the required one hundred eighty- ninety (190) (189 for the 2014-2015 school year).
6. Any support staff member presently employed on a 10 month basis who moves to a 12 month position will receive full vacation rights based upon years of service in the district; for example, a support staff member employed for 12 years in a 10 month position will be credited with 12 full years of employment when reckoning vacation time.



**B. 12-Month Employees****1. Contractual Year:**

The contractual year for these employees is July 1 - June 30.

**2. Vacation Schedule:**

If hired prior to December 1st of the school year, a contractual employee shall be entitled to 2 weeks of vacation at the end of that school year. One week of vacation is allowed for those employees hired between December 1st and April 1st, and 1 day per month after April 1st.

In the second year through the sixth year of employment -- 2 weeks; in the seventh year through the fourteenth year of employment -- 3 weeks; in the fifteenth year and ensuing years -- 4 weeks.

**Vacation Notice**

Up to five (5) vacation days can be used as non-consecutive individual days with forty-eight (48) hour notice to the supervisor except in an emergency situation. The remaining vacation should be mutually arranged with the supervisor at least two (2) weeks in advance of the vacation.

**3. Holidays:**

Twelve month employees shall have off on the following days: July 4, Labor Day, NJEA Convention, Thanksgiving (partial day on Wednesday and full days on Thursday and Friday), Christmas (December 24th through December 26th), New Year's (December 31st through January 1st), Martin Luther King Day, President's Day, Good Friday, and Memorial Day. On the Wednesday prior to Thanksgiving Day, the work schedule shall be as follows for support staff:

F/T Secretarial Support Staff: 4 hours 50 minutes

P/T Secretarial Support Staff: 2 hours 25 minutes

Lead playground aides: 3 hours

**4. In-lieu of days:**

Four days additional vacation shall be granted in lieu of Columbus Day, Election Day, Veterans' Day, and Lincoln's Birthday. A fifth in-lieu of day for 12 month support staff and one in-lieu of day for 10 month support staff will be granted annually. The support staff should give 2 weeks' notice and the day should be mutually agreed upon by the secretary and the building administrator. If Martin Luther King Day and/or President's Day becomes a day when school is in session, additional in-lieu of days will be granted accordingly.

**II. Unusual Dismissal Time**

**A.** When the teaching staff has early dismissal, support staff may leave 20 minutes prior to the end of the workday.

**B.** On days when schools are closed early in case of inclement weather, all but one school building support staff member may leave at the same time as the teaching staff. When all pupils have left the building, the remaining support staff member shall, by the administrator's direction, advise the central office that the building has cleared of all pupils. That individual is then free to leave.

**C.** Central office support staff may leave at the same time as the teaching staff on inclement weather days unless a specific and absolutely necessary duty must be completed that day.

**D.** Whenever a support staff member is required to remain during inclement weather, she/he shall be granted compensatory time. This time will be mutually agreed upon.

**III. Assignment of Additional Duties**

Any support staff employee required to perform an additional assignment that results in work beyond the normal workday (i.e. 7 hours) shall be compensated at an overtime rate of one and one-half times (1.5x) their regular hourly rate of pay for all hours worked.

**IV. Aides and Teacher Assistants**

Aides and Teacher Assistants may be contracted to work up to 35 hours per week. These individuals are not eligible for health benefits.

**V. Breaks/Lunches**

Time in the daily schedule will be arranged by mutual agreement at the building level to provide for a break and lunch.

**VI. Workshops**

The Board will make provisions for at least one workshop during the school year, if necessary, or if requested by either party.

**VII. Evaluation Procedures**

Employees who are under contract shall be evaluated by persons determined by the superintendent at least once each work year. Evaluations shall be completed by May 15. All observations of work performance shall be conducted openly and shall be done in a standard and consistent manner. The forms and criteria may be developed jointly between representatives of the Board and Association. A copy of the forms and procedures will be given to each employee in advance. Employees shall be given a copy of all evaluation reports. No person shall be required to sign a blank or incomplete evaluation form. The signing of the form is an indication that the employee has read the report. A signed written rebuttal and/or comments may be made within ten (10) working days of the receipt of the evaluation report. Each employee shall be evaluated by one (1) primary evaluator. The name of the primary evaluator shall be given to each employee prior to any evaluation. The primary evaluator may draw upon other administrative sources for evaluation input.

A mid-year conference shall be held no later than December 31. The employee and the appropriate administrator or supervisor shall meet to discuss the employee's work performance. A conference report will be compiled by the supervisor with a copy given to the employee within ten (10) working days. The report shall contain the items discussed.

No employee shall be disciplined, reprimanded or reduced in compensation without just cause. Any such action asserted by the Board or any agent or representative thereof, 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.

Current procedures shall remain in effect for the duration of the agreement; any changes in procedures shall be mutually agreed upon.

## **ARTICLE IX SUPPORT STAFF SALARIES**

### **I. Increments**

**A.** Placement on the salary guide shall take into consideration each individual's training level and years of experience.

**B.** All advancement on the salary guide, including annual increments and raises as set forth in the guide(s) now in effect, or as may otherwise be adopted by the Board, shall not be considered automatic.

**C.** Advancement on any column shall require satisfactory evaluations by the superintendent and those charged with supervisory responsibility and approval by the Board.

**D.** Such vertical advancement is not to exceed 1 full step per year.

**E.** For an employee to advance one (1) step on the salary guide at the start of the work year, the employee must have been in an active pay status with the Board during the prior work year for the following period:

For ten (10) month employees:	93 days
For twelve (12) month employees:	125 days

It is understood that “active pay status” is defined as receiving salary payments from the Livingston Board of Education. Disability payments or paid leave from outside sources do not qualify. Worker’s Compensation leave does qualify.

**F.** If an increment/guide raise is withheld, during the year the agreement is in force, a program of assistance shall be planned and implemented to help the individual.

1. Periodic evaluations shall be made to determine the level of improvement.
2. Dependent upon the improvement made during a year in which an increment/guide raise has been withheld, a staff member may be returned to the proper step on the salary guide according to training and experience the following year, continue to receive no increment/guide raise, or any other legally appropriate salary restoration plan may be implemented as a result of discussions between the superintendent and the Board.

**II. Stipends**

The salary guides for support staff provide for additional stipends for advanced professional training. For all employees hired on or prior to June 30, 2007, for the completion of each set of eight approved credits, a stipend of \$425.00 will be added to the base salary for each set. For the attainment or possession of an AA degree or BA degree in a field related to the individuals’ current position and approved in advance by the superintendent or his designee, an additional stipend of \$800.00 will be added to the base salary.

For all employees hired on or after July 1, 2007, payment of \$800.00 shall be made for possession of an AA Degree upon hire or upon attainment and payment of \$1,200.00 shall be made for possession of a BA/BS degree upon hire or upon attainment.

**III. Longevity**

Longevity payments are as follows for all support staff members except those listed below:

Years of Service In District	July 1, 2014-June 30, 2017
15 Years	\$2,340
20 Years	\$3,490
25 Years	\$4,540
30 Years	\$5,290

Longevity payments for Teacher Assistants, Instructional Aides, Kindergarten Aides and Lead Playground Aides:

Years of Service In District	July 1, 2014-June 30, 2017
15 Years	\$780
20 Years	\$1,163
25 Years	\$1,513
30 Years	\$1,763

**15** years means an employee must have an aggregate of 15 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

**20** years means an employee must have an aggregate of 20 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

**25** years means an employee must have an aggregate of 25 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

**30** years means an employee must have an aggregate of 30 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

If an employee was hired by December 31st of a contractual year, they will receive full credit for that year. It is understood that longevity payments, made pursuant to this section, are non-cumulative.

#### IV. Salary Guides

##### Salary guides for employees hired before 7/1/12

###### 2014-2015

Step	12 month			10 month				
	First	Admin	OS	First	Admin	OS	PT*	Security
<b>1</b>	44,435	42,468	41,456	37,030	35,391	34,546	19,740	39,532
<b>2</b>	46,968	45,001	43,988	39,140	37,502	36,657	20,946	41,037
<b>3</b>	49,739	47,772	46,759	41,448	39,810	38,966	22,266	43,669
<b>4</b>	52,748	50,782	49,768	43,956	42,317	41,473	23,700	46,015
<b>5</b>	56,025	54,059	53,046	46,688	45,049	44,205	25,259	48,572
<b>6</b>	59,660	57,693	56,680	49,716	48,078	47,233	26,691	51,408
<b>7</b>	63,622	61,656	60,644	53,020	51,381	50,535	28,878	54,498
<b>8</b>	68,241	66,274	65,261	56,867	55,228	54,384	31,077	58,100

###### 2015-2016

Step	12 month			10 month				
	First	Admin	OS	First	Admin	OS	PT*	Security
<b>1</b>	44,879	42,893	41,871	37,400	35,744	34,892	19,938	39,927
<b>2</b>	47,438	45,451	44,428	39,531	37,877	37,023	21,156	41,447
<b>3</b>	50,236	48,250	47,227	41,863	40,208	39,356	22,488	44,106
<b>4</b>	53,276	51,289	50,265	44,396	42,741	41,888	23,937	46,476
<b>5</b>	56,585	54,599	53,576	47,155	45,499	44,647	25,512	49,058
<b>6</b>	60,257	58,270	57,247	50,214	48,559	47,706	27,261	51,922
<b>7</b>	64,258	62,272	61,250	53,550	51,894	51,041	29,167	55,043
<b>8</b>	68,923	66,937	65,914	57,436	55,781	54,928	31,387	58,681

###### 2016-2017

Step	12 month			10 month				
	First	Admin	OS	First	Admin	OS	PT*	Security
<b>1</b>	45,462	43,450	42,415	37,886	36,209	35,346	20,197	40,446
<b>2</b>	48,054	46,042	45,006	40,045	38,369	37,505	21,431	41,986
<b>3</b>	50,889	48,877	47,841	42,407	40,731	39,867	22,781	44,679
<b>4</b>	53,968	51,956	50,919	44,973	43,296	42,433	24,248	47,080
<b>5</b>	57,321	55,309	54,273	47,768	46,091	45,227	25,843	49,695
<b>6</b>	61,040	59,028	57,991	50,866	49,190	48,326	27,615	52,597
<b>7</b>	65,094	63,082	62,046	54,246	52,569	51,704	29,546	55,758
<b>8</b>	69,819	67,807	66,771	58,183	56,506	55,642	31,795	59,444

*\*Part-time secretaries who were active as of July 1, 2011 who accepted assignments to work 25 hours per week are paid on the 20 hour scale and are eligible for District benefits.*

**Salary guides for employees hired after 7/1/12**

**2014-2015**

Step	12 month			10 month				
	First	Admin	OS	First	Admin	OS	PT	Security
<b>1</b>	44,435	42,468	41,456	37,029	35,391	34,546	19,740	39,532
<b>2</b>	45,957	43,991	42,979	38,298	36,659	35,815	20,466	40,719
<b>3</b>	47,480	45,513	44,501	39,567	37,928	37,084	21,190	41,907
<b>4</b>	49,002	47,035	46,023	40,835	39,197	38,352	21,916	43,095
<b>5</b>	50,524	48,558	47,546	42,104	40,466	39,621	22,640	44,282
<b>6</b>	52,047	50,080	49,068	43,372	41,735	40,889	23,366	45,470
<b>7</b>	53,569	51,603	50,591	44,642	43,003	42,159	24,090	46,657
<b>8</b>	55,092	53,125	52,113	45,911	44,272	43,427	24,815	47,845
<b>9</b>	56,614	54,647	53,636	47,179	45,541	44,696	25,541	49,032
<b>10</b>	58,136	56,170	55,158	48,448	46,810	45,964	26,265	50,220
<b>11</b>	59,660	57,693	56,680	49,716	48,078	47,233	26,991	51,408

**2015-2016**

Step	12 month			10 month				
	First	Admin	OS	First	Admin	OS	PT	Security
<b>1</b>	45,101	43,105	42,078	37,584	35,921	35,065	20,036	40,125
<b>2</b>	46,646	44,650	43,623	38,872	37,209	36,352	20,773	41,330
<b>3</b>	48,192	46,196	45,169	40,160	38,497	37,640	21,508	42,536
<b>4</b>	49,737	47,741	46,714	41,448	39,785	38,927	22,245	43,741
<b>5</b>	51,282	49,286	48,259	42,736	41,073	40,216	22,980	44,946
<b>6</b>	52,827	50,831	49,804	44,023	42,361	41,503	23,716	46,152
<b>7</b>	54,373	52,377	51,350	45,311	43,648	42,791	24,452	47,357
<b>8</b>	55,918	53,922	52,895	46,600	44,936	44,078	25,187	48,563
<b>9</b>	57,463	55,467	54,440	47,887	46,224	45,366	25,924	49,768
<b>10</b>	59,009	57,012	55,985	49,175	47,512	46,654	26,659	50,973
<b>11</b>	60,257	58,270	57,247	50,214	48,559	47,706	27,261	51,922

**2016-2017**

Step	12 month			10 month				
	First	Admin	OS	First	Admin	OS	PT	Security
<b>1</b>	46,048	44,010	42,962	38,373	36,676	35,801	20,457	40,967
<b>2</b>	47,626	45,588	44,539	39,689	37,991	37,115	21,209	42,198
<b>3</b>	49,204	47,166	46,117	41,004	39,306	38,431	21,960	43,429
<b>4</b>	50,781	48,743	47,695	42,318	40,620	39,745	22,712	44,660
<b>5</b>	52,359	50,321	49,272	43,633	41,935	41,060	23,463	45,890
<b>6</b>	53,937	51,899	50,850	44,948	43,250	42,374	24,214	47,121
<b>7</b>	55,515	53,477	52,428	46,263	44,565	43,690	24,965	48,352
<b>8</b>	57,092	55,054	54,006	47,578	45,880	45,004	25,716	49,582
<b>9</b>	58,670	56,632	55,583	48,892	47,195	46,319	26,468	50,813
<b>10</b>	60,248	58,210	57,161	50,208	48,510	47,633	27,219	52,044
<b>11</b>	61,040	59,028	57,991	50,866	49,190	48,326	27,615	52,597

**Salary Guides for Teacher Assistants, Instructional Aides, Kindergarten Aides and Lead Playground Aides**

	Teacher Assistants**	Instructional & Kindergarten	Lead Playground
Step 1	33,500	29,248	13,861
Step 2	34,270	29,920	14,180
Step 3	35,076	30,623	14,513

*\*based upon 35 hours for Instructional and Kindergarten Aides and 20 hours for Lead Playground Aides. Aides working other hours will be pro-rated accordingly.*

*\*\*based upon 35 hours for ABA Discrete Trial, PRIDE and Life-Skills Teacher Assistants*



**Salary Guides for Licensed Occupational Therapists, Behaviorists  
&  
Non-Certified School Nurses**

**2014-2015**

<b>Step</b>	<b>10 mo</b>
<b>1</b>	43,737
<b>2</b>	46,240
<b>3</b>	49,101
<b>4</b>	52,318
<b>5</b>	55,895
<b>6</b>	59,887
<b>7</b>	64,356
<b>8</b>	69,390

**2015-2016**

<b>Step</b>	<b>10 mo</b>
<b>1</b>	44,175
<b>2</b>	46,703
<b>3</b>	49,592
<b>4</b>	52,841
<b>5</b>	56,453
<b>6</b>	60,486
<b>7</b>	64,999
<b>8</b>	70,084

**2016-2017**

<b>Step</b>	<b>10 mo</b>
<b>1</b>	44,749
<b>2</b>	47,310
<b>3</b>	50,237
<b>4</b>	53,528
<b>5</b>	57,187
<b>6</b>	61,272
<b>7</b>	65,844
<b>8</b>	70,995

**ARTICLE X  
MAINTENANCE, CUSTODIAL AND BUS DRIVERS**

**I. Job Security Clause/Maintenance and Custodial Staff**

It is the intent of the Livingston Board of Education to employ all regular contractual employees in the maintenance, custodial, bus driver and van driver classifications for the duration of the contract, providing they have received satisfactory evaluations. This job security clause does not preclude the Board's right to reduce the work force due to declining enrollment, to dismiss an employee for just cause or other legally legitimate reason.

In the event of a reduction in force (RIF), seniority in the district as calculated from the first day of employment shall be considered as one of the criteria for determining the order of lay-off. Other relevant criteria considered shall be rules, regulations and administrative directives as well as the needs of the school district.

**II. Employment Practices**

**A.** A custodian who has been substituting in a higher paying position will receive the higher pay for the position after ten (10) consecutive days in the more responsible position, retroactive to the first day in that position.

**B.** No new employee shall work more than sixty (60) days in a probationary period without a contract.

**C.** For an employee to advance one (1) step on the salary guide at the start of the work year, the employee must have been in an active pay status with the Board during the prior work year for the following period:

For ten (10) month employees: 93 days  
For twelve (12) month employees: 125 days

It is understood that “active pay status” is defined as receiving salary payments from the Livingston Board of Education. Disability payments or paid leave from outside sources do not qualify. Worker’s Compensation leave does qualify.

**D.** Overtime shall be paid at the rate of one and one-half (1 1/2) times the employees' regular hourly wage after forty (40) hours per week. If a vacation or holiday intervenes, the employee shall be given credit toward the forty-hour week for the vacation and/or holiday. Credit shall not be given for sick days or contingency days. Custodial overtime shall be offered based upon seniority and on a rotating basis within each work site. The rotation may be by-passed in an effort to equalize overtime assignments for all employees. Refusal of overtime hours offered shall count for equalization purposes as if the employee worked the overtime hours.

**E.** Employees working on holidays shall be paid a total of two (2) times their regular hourly rate of pay for all hours worked. The following days are to be considered holidays: July 4, Labor Day, Thanksgiving Holidays, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, President’s Day, Good Friday, and Memorial Day.

**F.** The Board shall post a notice of special project work to be done when school is closed (excluding emergency closings) for which employees may apply. The rate of pay shall be one and one-half (1 & 1/2) times the employee's regular hourly wage.

**G.** The Board of Education will pay employees who have been certified to do limited asbestos removal, double time for removing asbestos. Double time is defined as two (2) times the regular hourly rate of pay.

**H.** Employees called back to work to service an alarm, shall be compensated for a minimum of two (2) hours of work.

**I.** Custodian and Maintenance staff who report to work during a “State of Emergency” will be paid one times their salary plus and additional one times their salary for all hours worked.

### **III. Work Schedule**

#### **A. Maintenance and Custodial Staff**

1. The normal daily shift shall be eight and one half (8 ½) hours with an unpaid one half (1/2) hour meal break and two (2) fifteen (15) minute breaks.
2. The Board will post all new and vacant positions. Assignments to shifts and schedules shall be at the discretion of the administration. In the event the administration needs to adjust custodial hours during the summer months to meet the needs of the district, the administration will consult with the affected employee(s), and take into consideration potential conflicts that are identified by the affected employee(s) with regard to the revised shift before making any final decisions.
3. Custodial/Maintenance employees currently in split shift positions will have the first right to apply for all posted positions.
4. Meal times and break times shall be mutually established by the administration and the custodial/maintenance staff to provide full coverage in all buildings. All breaks will be duty free except in the case of an emergency.
5. When school is dismissed for emergency reasons as determined by the administration, custodial and maintenance personnel shall work a five (5) hour day. Night custodians

shall be called in early to fulfill their five (5) hour requirement. If night custodians are unable to fulfill the five (5) hour requirement, they shall be permitted to use either a contingency or vacation day in order to receive a full day's compensation.

All custodians and maintenance personnel who report for work shall be compensated at their normal hourly rate plus one-half (1/2) their normal hourly rate for all hours worked beyond two (2) and up to eight (8) [total 1.5 time]. [For example: a night custodian is unable to report for two (2) hours of work and the day custodian is required to remain in order to prepare the building for closing.]

If any custodial or maintenance personnel are required to remain past their normal eight (8) hour work day, they shall be compensated at their normal hourly rate, plus their normal hourly rate for all hours worked beyond eight (8) [total 2.0 time].

In the event of a full day closing, custodial and maintenance personnel shall be required to report to work. If an employee opts not to report for work, they will be required to use a contingency or vacation day. Employees reporting for work shall be compensated at their normal hourly rate, plus half of their normal hourly rate for all hours worked beyond two (2) and up to eight (8) [total 1.5 time].

Custodial and maintenance personnel shall not be required to report to work on any day that the Governor has declared a "State of Emergency."

6. The assignment of maintenance employees to coverage for each separate absence of custodial employees shall be rotated. The rotation may be interrupted when specific maintenance services, i.e. plumbing or electrical, are needed.

## **B. Bus Drivers**

Bus drivers shall report to work thirty (30) minutes prior to the first scheduled pick-up on the individual run. Report times may be adjusted by administration based upon emergent situations.

The normal daily shift for full-time, forty (40) hour bus drivers shall be eight and one half (8 ½) hours with an unpaid one half (1/2) hour meal break and two (2) fifteen (15) minute breaks.

## **II. Full Vacation Rights/Maintenance and Custodial Staff**

### **A. Twelve - Month Employees**

1. Vacation Schedule - If hired prior to December 1st of the school year, a contractual employee shall be entitled to 2 weeks of vacation at the end of that school year. One week of vacation is allowed for those employees hired between December 1st and April 1st, and 1 day per month after April 1st.
2. In the second year through the sixth year of employment -- 2 weeks; in the seventh year through the fifteenth year of employment -- 3 weeks; in the sixteenth year and ensuing years -- 4 weeks.
3. Twelve month employees shall have off on the following days: July 4, Labor Day, NJEA Convention, Thanksgiving (partial day on Wednesday and full days on Thursday and Friday), Christmas (December 24th through December 26th), New Year's (December 31st through January 1st), Martin Luther King Day, President's Day, Good Friday, and Memorial Day. On the Wednesday prior to Thanksgiving Day, the work schedule shall be as follows for Custodial/Maintenance\*: 5 hours, no break, no lunch  
\*Custodial shift overlap is understood
4. Five days additional vacation shall be granted in-lieu of Columbus Day, Election Day, Veterans' Day, Lincoln's Birthday and one additional day. If Martin Luther King Day and/or President's Day becomes a day when school is in session additional in-lieu of days will be granted accordingly.

**B. Vacation Notice**

Up to five (5) vacation days can be used as non-consecutive individual days with forty-eight (48) hour notice to the supervisor except in an emergency situation. The remaining vacation should be mutually arranged with the supervisor at least two (2) weeks in advance of the vacation.

### **III. License Renewal**

The Board of Education will pay for the renewal of all work related licenses held by maintenance personnel, custodians and bus drivers.

#### **Custodial/Maintenance**

Custodial employees are required to hold at least a black seal license. Custodial employees hired who do not hold such a license must obtain the same within eighteen (18) months of the initial date of hire. Failure to obtain such license within the specified time period shall be uncontestable grounds for termination of employment. Exceptions may be made to this requirement by the Superintendent or his/her designee for good and sufficient reasons as determined at the sole discretion of the Board.

Custodians presently employed as of July 1, 2007 who can demonstrate to the Superintendent or his/her designee a pre-existing disability or handicap which prevents them from obtaining a black seal license will be exempt from the requirements of having to obtain such license. The Board of Education reserves the right to transfer said individual(s) to a shift or facility wherein the black seal license is not required.

#### **Bus Drivers**

Bus drivers will be reimbursed for the cost of required fingerprinting upon submission of a receipt of payment to the Board.

### **IV. Uniforms**

The Livingston Board of Education will furnish four (4) sets of uniforms annually. All custodians must wear their uniforms each day. All custodians will be issued raincoats. All items must be signed out when received.

The board shall provide each employee with a double insulated winter jacket every two (2) years. The Board shall provide one (1) set of foul weather gear in each building for the use of the head custodian and foul weather gear for maintenance personnel as necessary.

Employees shall be reimbursed up to two hundred (200) dollars annually for safety shoes when a receipt for the purchase is presented to the Board. Employees will assume all responsibility for having safe footwear. A store shall be designated where employees may charge the purchase to the Board.

Coveralls will be provided for all employees when necessary.

The Manager of Buildings and Grounds is responsible for insuring that each custodial and maintenance employee receives the aforementioned items.

### **V. Evaluation Procedures**

Employees who are under contract shall be evaluated by persons determined by the superintendent at least once each work year. Evaluations shall be completed by March 15.

All observations of work performance shall be conducted openly and shall be done in a standard and consistent manner. The forms and criteria may be developed jointly between representatives of the Board and Association. A copy of the forms and procedures will be given to each employee in advance.

Employees shall be given a copy of all evaluation reports. No person shall be required to sign a blank or incomplete evaluation form. The signing of the form is an indication that the employee has read the report. A signed written rebuttal and/or comments may be made within ten (10) working days of the receipt of the evaluation report. Each employee shall be evaluated by at least

two (2) evaluators. Their names shall be given to each employee prior to any observation.

A mid-year conference shall be held no later than December 31. The employee and the appropriate administrator or supervisor shall meet to discuss the employee's work performance. A conference report will be compiled by the supervisor and a copy given to the employee within ten (10) working days. The report shall contain the items discussed.

No employee shall be disciplined, reprimanded or reduced in compensation without just cause. Any such action asserted by the Board or any agent or representative thereof, 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.

Current procedures shall remain in effect for the duration of the agreement; any changes in procedures shall be mutually agreed upon.

**ARTICLE XI  
MAINTENANCE, CUSTODIAL AND BUS DRIVER SALARIES**

**I. Increments**

**A.** Placement on the salary guide shall take into consideration each individual's training level and years of experience.

**B.** All advancement on the salary guide, including annual increments and raises as set forth in the guide(s) now in effect, or as may otherwise be adopted by the Board, shall not be considered automatic.

**C.** Advancement on any column shall require satisfactory evaluations by the superintendent and those charged with supervisory responsibility and approval by the Board.

**D.** Such vertical advancement is not to exceed 1 full step per year.

**E.** For an employee to advance one (1) step on the salary guide at the start of the work year, the employee must have been in an active pay status with the Board during the prior work year for the following period:

For ten (10) month employees:	93 days
For twelve (12) month employees:	125 days

It is understood that "active pay status" is defined as receiving salary payments from the Livingston Board of Education. Disability payments or paid leave from outside sources do not qualify. Worker's Compensation leave does qualify.



**F.** If an increment/guide raise is withheld, during the year the agreement is in force, a program of assistance shall be planned and implemented to help the individual.

1. Periodic evaluations shall be made to determine the level of improvement.
2. Dependent upon the improvement made during a year in which an increment/guide raise has been withheld, a staff member may be returned to the proper step on the salary guide according to training and experience the following year, continue to receive no increment/guide raise, or any other legally appropriate salary restoration plan may be implemented as a result of discussions between the superintendent and the Board.

## **II. Stipends**

The salary schedules for maintenance and custodial employees provide for additional stipends for advanced professional training. For all custodial and maintenance employees hired on or prior to June 30, 2007, for the completion of each set of eight approved credits, a stipend of \$425.00 will be added to the base salary for each set.

Additional differentials will be added to the base salary according to the following schedule:

	<b>2011-2014</b>
<b>Night Custodian</b>	\$950
<b>Night Supervisor (includes differential)</b>	\$1,300
<b>Head – Elementary School</b>	\$1,975
<b>Head – Middle School</b>	\$2,250
<b>Head – High School</b>	\$2,775
<b>Possession of Black Seal License</b>	\$625
<b>Bus Mechanic (tool usage)</b>	\$575
<b>Possession of HVAC Certification</b>	\$575
<b>Possession of Electrician License</b>	\$3,000
<b>Journeyman License*</b>	\$1,500

*\*eff 7/1/2012*

**III. Salary Payments**

1. Employees shall be paid in equal semi-monthly installments.
2. When a payday falls on a school or bank holiday, or during a vacation, employees will receive their pay check on the last previous day of work.
3. Employees shall receive their final June check and the pay schedule for the following year on the last day of teacher attendance in June.
4. Employees working on the night shift shall receive their pay check one day earlier.
5. Employees will be informed about overtime dates, hours and payments. The hourly and overtime rates of pay will be printed as soon as possible.

**IV. Longevity**

Longevity payments are as follows:

Years of Service In District	July 1, 2011-June 30, 2014
15 Years	\$2,340
20 Years	\$3,490
25 Years	\$4,540
30 Years	\$5,290

**15 years** means an employee must have an aggregate of 15 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

**20 years** means an employee must have an aggregate of 20 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

**25 years** means an employee must have an aggregate of 25 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

**30** years means an employee must have an aggregate of 30 years of service to the district prior the current school year or by February first of the current school year in order to qualify for a midyear adjustment.

If an employee was hired by December 31st of a contractual year they will receive full credit for that year. It is understood that longevity payments, made pursuant to this section, are non-cumulative.

**V. Salary Guides**

**2014-2015**

<b>Step</b>	<b>Maint</b>	<b>Cust 40</b>	<b>Bus 30</b>	<b>Bus 20</b>
<b>1</b>	44,716	38,651	24,628	16,105
<b>2</b>	45,311	39,246	25,385	16,600
<b>3</b>	45,904	39,841	26,217	17,146
<b>4</b>	46,559	40,495	27,202	17,726
<b>5</b>	47,212	41,149	28,339	18,533
<b>6</b>	48,758	42,694	29,628	19,374
<b>7</b>	50,541	44,478	31,066	20,317
<b>8</b>	52,563	46,499	33,074	21,629
<b>9</b>	54,822	48,758	34,968	22,955
<b>10</b>	57,888	51,908		
<b>11</b>	61,181	55,094		

**2015-2016**

<b>Step</b>	<b>Maint</b>	<b>Cust 40</b>	<b>Bus 30</b>	<b>Bus 20</b>
<b>1</b>	44,939	38,845	25,194	16,186
<b>2</b>	45,538	39,442	25,969	16,683
<b>3</b>	46,134	40,041	26,820	17,231
<b>4</b>	46,792	40,697	27,828	17,815
<b>5</b>	47,448	41,354	28,991	18,626
<b>6</b>	49,001	42,908	30,309	19,471
<b>7</b>	50,794	44,700	31,781	20,418
<b>8</b>	52,826	46,731	33,835	21,737
<b>9</b>	55,096	49,001	35,772	23,217
<b>10</b>	58,178	52,168		
<b>11</b>	61,879	55,722		

*\*Bus drivers who accept an assignment to work 25 hours will be paid on the 20 hour scale but will be eligible for District benefits.*

**2016-2017**

<b>Step</b>	<b>Maint</b>	<b>Cust 40</b>	<b>Bus 30</b>	<b>Bus 20</b>
<b>1</b>	45,164	39,039	25,787	16,267
<b>2</b>	45,765	39,639	26,579	16,767
<b>3</b>	46,365	40,241	27,450	17,318
<b>4</b>	47,026	40,901	28,482	17,904
<b>5</b>	47,685	41,561	29,672	18,719
<b>6</b>	49,246	43,122	31,022	19,569
<b>7</b>	51,048	44,924	32,527	20,520
<b>8</b>	53,090	46,965	34,630	21,846
<b>9</b>	55,371	49,246	36,613	23,481
<b>10</b>	58,469	52,429		
<b>11</b>	62,584	56,358		

*\*Bus drivers who accept an assignment to work 25 hours will be paid on the 20 hour scale but will be eligible for District benefits.*

**OTHER TERMS AND CONDITIONS OF EMPLOYMENT  
ALL EMPLOYEES**

**ARTICLE XII  
REIMBURSEMENT FOR STUDY**

**I. Terms of Reimbursement**

**A.** A total of \$128,690 per year in 2014-2015, 2015-2016 and 2016-2017 will be available for the payment of college and equivalent courses. Each employee is eligible for tuition reimbursement for up to two (2) approved courses at a maximum of \$750.00 per course. Employees will be reimbursed for approved courses on a first-come, first-served basis for any funds still available after those initial courses are taken. All staff who enroll for in-district courses will forward a check in the amount of \$75.00 to the Staff Development office. Upon the individual's completion of the course, this check will be returned to the employee. These courses will not be subject to the terms of reimbursement as described in this Article.

**B.** Payment to individual employees will be made upon presentation of proof of successful completion of courses which have been approved in advance by the superintendent or his designee, with a copy in writing to the employee and a file copy. Beginning with the year 2002 spring semester, successful completion shall be interpreted as the employee earning a passing grade in a pass/fail grading system where the pass/fail system is the only grading system available or a grade of "B" or better in a standard grading system. Recognizing that circumstances may prevent an employee from obtaining a "B" or better in every course taken during his/her career in Livingston, the following exceptions are allowed. During the career of an individual, a grade of "C" in a maximum of one (1) course will be allowed as a passing grade without prejudice. One (1) additional course with a grade of "C" will be allowed if a committee comprised of the superintendent and the Association president agree that the individual's explanation of the circumstances warrant acceptance of the "C". The determination of the committee shall be final. Each support staff member or other employee may arrange with the superintendent or his designee for an evaluation of his/her record, and together, they will work out courses to be taken for stipend credit on his/her salary level on an individual basis.

**C.** Distribution of the tuition reimbursement fund in each year shall be for approved courses on a first-come, first-served basis and with exceptions at the discretion of the superintendent.

**D.** Courses for which the Board has paid tuition may be applied to advanced standing on the salary schedule.

**E.** This tuition payment program begins on the effective date of this agreement and shall apply to courses completed by the last day of this agreement, dates of which are in the article entitled, "Duration of Agreement."

**II. Procedure - Teachers**

**A.** Upon completion of the course, a separate set of the following documents must be submitted for each course to the assistant superintendent for curriculum & instruction:

1. Proof of satisfactory completion of course,
2. Copy of receipt of payment from college,

3. Completed Claim for Payment form including name of course, dates taken, tuition and signature.
4. Purchase requisitions filled out by the school office, containing all information on Claim for Payment, and signature of principal. "Using Dept." (yellow) copy to be retained by teacher. Purchase requisition number will appear on check stub to identify course taken.

**B.** All claims for payment should be submitted within 60 days of course completion. If for ANY reason this is not possible, a request for an extension of time should be sent in writing to the assistant superintendent for curriculum & instruction. Failure to comply may result in being placed at the end of the entire tuition reimbursement list.

**C.** Staff members completing spring semester courses should be particularly prompt in submitting the necessary documents and claims as early in June as possible to receive payment before the next school year.

**D.** Staff members completing June intercession courses should submit no later than September 15.

### **III. Procedure - All Other Staff**

**A.** Courses already taken by support staff members and other employees will be evaluated by the superintendent or his/her designee for consideration toward a stipend.

**B.** Courses for consideration may be taken at approved colleges and business schools.

**C.** Workshops and similar programs offered by the Livingston Public Schools may also be considered for credit.

**D.** Courses for which the Board has paid tuition may be applied as stipend credit on the salary guide.

**E.** Proof of attained additional stipend status will raise the rate of pay for the school year if such proof is submitted before the October Board of Education regular public meeting.

**F.** If change in status is achieved during the school year, proof must be submitted in time to be presented at the regular February Board of Education public meeting, and the higher rate of pay will become effective January 1 or February 1, depending on the beginning of the contracted employee's contract year.

**G.** This program is designed for professional improvement and does not imply promotional opportunities.

**H.** The tuition payment program begins on the effective date of this agreement and is applied to courses completed before the last date of this agreement, dates of which are in the article entitled, "Duration of Agreement."

### **IV. Payment**

Submission of proof of completion must be in the Board Office prior to the first of the month in order for consideration of payment effective the following month.

### **V. Reports**

The superintendent or his designee will submit a report to the Association president containing the following: the number of applications for reimbursement, the number of approved applications, the funds expended for first round request and, when applicable, the amount of

funds expended or allocated for all other rounds. These reports will be submitted by October 31 and March 31 of the year covered by the agreement. A final report will be submitted to the Association president by July 31 for the year covered by the previous agreement.

### **ARTICLE XIII INVOLUNTARY TRANSFERS**

#### **I. Definition**

An involuntary transfer for the purposes of this article is meant to be that which requires Board action (specifically, a change in building assignment) or a grade level/subject area assignment change. An involuntary transfer will not be made for disciplinary reasons.

#### **II. Procedure**

- A.** Involuntary transfer assignment notifications, when possible, will be given by May 15th.
- B.** It is the intent that all transfer assignment notifications will be completed by the last week of school.
- C.** Situations which cause changes after May 15<sup>th</sup> should be resolved at the earliest possible time.
- D.** Principal/administrators will communicate with each person being proposed for a transfer notifying him/her of a possible new assignment at least seven (7) working days prior to the final board action on the transfer.

**E.** A staff member may, upon request, have a conference with the superintendent or his designee to discuss (in confidence) the reasons for the transfer.

**F.** The superintendent or his designee and principal or administrator will communicate directly with those who are being transferred. A letter from the superintendent or his designee regarding the transfer decision shall follow the conference.

## **ARTICLE XIV HEALTH INSURANCE**

### **I. Eligibility**

**A.** Unless otherwise indicated, all regular employees who work at least 25 hours each week in their job category shall be eligible for employee benefits paid by the Board as described herein.

**B.** Employees contracted for 10 or more months each year shall be eligible for 12 months' benefit coverage under this policy. Employees contracted for less than a 10 month period shall be eligible providing they work 50% or more of the contract year normal for their classification, and at least 25 hours each week.

**C.** Employees on approved leave, i.e., medical, maternity, child care, shall be entitled to maintain existing group health benefits by paying premiums at the group rates through COBRA as provided for by law.

### **II. Benefits**

**A.** Effective July 1, 2010, all eligible employees had the opportunity to enroll into the School Employee Health Benefit Plan (SEHBP).

**B.** Effective July 1, 2010 eligible employees entitled to coverage under the New Jersey School Employees Health Benefit Program are subject to employee contributions as provided by law.

**C.** Full coordination of benefits will be allowed. The Board provided benefits shall include appropriate coverage not to exceed full family premium for hospitalization, medical-surgical and major medical coverage with an unlimited maximum. The Board agrees to provide full individual or family premium coverage for all employees for a Benecard Prescription Plan with a \$10.00 generic/ \$20.00 preferred brand/ \$25 non-preferred brand co-pay structure. Mail order prescriptions (3 month supply) will only require one co-payment amount. This plan is subject to employee contributions as provided by law.

**D.** The Board agrees to pay Delta Dental or the mutually agreed upon carrier for the same period the cost of dental insurance for all employees covered by this agreement. These benefits shall include the coverage listed in the present plan.

**E.** When an employee is covered by Senior Coverage, the Board shall pay the premium cost of the appropriate plan of coverage.

**F.** The Board agrees to provide a mutually acceptable and approved Employee Assistance Plan.

**G.** If the Master Contract with the Health Carrier contains a Mandatory Second Opinion Provision; that provision will contain the following:

1. The second opinion will be paid for by the Health Carrier.
2. No reduction of benefits will occur if the individual does not agree with the second opinion.
3. Choice of doctor for second opinion is determined in consultation with the Health carrier.



4. Specific list of procedures for second opinion:

Coronary Bypass, reconstruction of the hip, surgery of the big toe to correct deformity, removal of uterus (hysterectomy), surgery of the back, removal of knee cartilage, dilation and curettage, cataract removal, surgical removal of hemorrhoids, removal of prostate, removal of gall bladder, bone surgery of the foot, removal of all or part of the kneecap, surgical reconstruction of the nose, surgery of the tendon sheath (wrist only), removal of tonsils and/or adenoids, surgery of the breast-not biopsy, hernia repair, varicose vein surgery.

When performed on an elective non-emergency basis, the total surgical benefit may be reduced if a second opinion is not obtained prior to the surgery.

The medical surgical deductibles are as described in each plan and attached hereto as an outline of each plan.

**H.** A standing committee will exist to monitor and evaluate the implementation and operation of the health benefit plan. This committee will be comprised of a designee of the superintendent, a designee of the Association president, one teacher, one support staff member, one member of the custodial or maintenance staff, and one member of each of the other bargaining units in the district. This committee will also be in charge of evaluating staff complaints with respect to the inability of the Health plan to satisfy the needs of a particular individual staff member. Based upon this evaluation and the appropriate documentation, this committee may make a recommendation to allow the individual to change to an alternate plan as approved by the Board.

**III. Waiver of Health Benefits**

An employee who has health benefit coverage through a spouse, civil union partner, or from another source other than the SEHBP or SHBP, and who can demonstrate same to the Business Administrator, may elect to forego all or a portion of his/her health benefit coverage for a full school year and receive a cash payment of twenty five percent (25%) to a maximum of \$5,000 of the premium savings to the Board of Education; one half on January 15<sup>th</sup> and the other half on July 15<sup>th</sup> of the following school year. Said payment will not be considered salary, nor will it be considered pensionable. Employees can also forego their dental and/or prescription insurance for a full school year and receive a cash payment of twenty five percent (25%) of the premium savings to the Board on the same schedule as described above. The Board shall establish an IRS Section 125 plan. The individual unit member shall be responsible for any tax liability.

**ARTICLE XV  
LEAVES OF ABSENCES**

For an employee to advance one (1) step on the salary guide at the start of the work year, the employee must have been in an active pay status with the Board during the prior work year for the following period:

For ten (10) month employees:	93 days
For twelve (12) month employees:	125 days

It is understood that "active pay status" is defined as receiving salary payments from the Livingston Board of Education. Disability payments or paid leave from outside sources do not qualify. Worker's Compensation leave does qualify.

**I. Personal Illness**

**A.** Twelve (12) days of absence per year shall be allowed for personal illness, without pay deduction, for 10-month employees; fourteen (14) days per year shall be allowed for personal illness, without pay deduction, for 12-month employees. The unused time shall be accumulated without limit.

Personal days for part time employees are pro-rated based on the amount of time an employee works. (i.e., a 40% employee gets 40% of the personal days. The percentage of an employee's pro-ration is based on number of hours worked each day or number of full days worked each week.)

**B.** Employees who have exhausted annual and accumulated sick leave may submit a request to the Board for pay minus the per diem rate for a regular substitute teacher with less than twenty (20) days of substituting in the district when additional absence is necessary for personal illness or injury. When exercising its lawful discretion to respond to such requests on a case-by-case basis, the Board shall consider such factors as the employee's length of service and overall absentee record.

For employees in the maintenance, custodial, bus drivers and van drivers classification, absences beyond leave provided for in "A" will be deducted on the basis of one-quarter (1/4) day's pay for as many days as were accumulated up to the end of the fiscal year subject to approval of the Livingston Board of Education on recommendation of the superintendent.

**C.** Payment for absence beyond accumulated days will be taken into consideration by the Board through the recommendation of the superintendent.

**D.** In all absences under this section exceeding five consecutive work days, the employee shall file a physician's certificate with the administrator to whom he/she is responsible.

**E.** In Worker's Compensation cases, whenever any employee is absent from his/her post of duty as a result of personal injury caused by an accident arising out of and in the course of his/her employment, his/her employer shall pay to such employee the full salary or wages for the period of such absence for up to the calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the period the employee received or was eligible to receive a temporary disability benefit. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Worker's Compensation award made for temporary disability.

## **II. Quarantine**

Absences due to quarantine not due to personal illness shall be allowed without deduction or reduction in days of sick leave, upon filing of certificate of quarantining officer.

### **III. Contingency Absences**

Contingency absence may be approved without pay deductions as follows:

**A.** Whenever possible, applications to the appropriate administrator shall be submitted at least five (5) days in advance of the intended absence. If the reason for the absence arises less than five (5) days in advance, notice shall be provided as soon as it is known. If the request is not specifically provided for in "1" through "9" in "C", then "miscellaneous" (10) should be checked and an explanation may be required by the superintendent.

**B.** Five days will be allowed for contingency absences during the school year for full-time employees. Contingency days will be pro-rated based upon a five (5) day base for part-time employees. Any unused days will be added annually to the employee's accumulation of days for separation pay upon termination of employment (See Article XIX). Days accumulated under this provision are irretrievable for any purposes other than separation pay.

**C.** Absences under this category include:

1. Urgent personal family business which can only be transacted or conducted during the time that school is in session, warranting absence from duty.
2. Religious observance, requiring a full-day absence, should be requested on the appropriate form and submitted at least two (2) weeks in advance.
3. Unforeseen occurrences that happen abruptly and which prevent the employee from coming to work.
4. Visits for medical or dental services that have been arranged at a prior date. This sort of leave may be used instead of using a sick day. This option lies with the employee and should be so stated in advance. However, contingency days may not be used as sick days nor to supplement sick leave when all other benefits run out.
5. Care of an ill member of the family only when no one else is available.
6. College visitations, whether for transportation, parents' day, or other purposes will be judged individually with emphasis, as a deciding factor on the urgency of the trip.
7. Court appearance, provided proof is filed with the Board.
8. Legal business that cannot be done at a time other than during the school day.
9. Graduation of employee, spouse or child.
10. Miscellaneous - Instances not specifically provided for above, at the discretion of the superintendent.

### **IV. Bereavement Absences (No Charge)**

**A.** Five days per occurrence - death in immediate family (immediate family means husband, wife, father, mother, parent-in-law, child, brother, sister, civil union partnership and other immediate members of the household).

**B.** One day per occurrence - death of a grandparent, with two additional days per occurrence if needed and requested from the superintendent.

**C.** One day per occurrence - death of other relative.

**D.** If such days referred to in A-C prove inadequate for an employee, the superintendent may accord appropriate relief.

### **V. Jury Duty**

Upon notification of selection for jury duty, the employee will immediately inform the superintendent who will request an exemption. If the exemption is denied, the employee shall be free to serve with no alteration in salary, contingency days, or work schedule.

### **VI. Maternity Leave**

**A. Definition**

Maternity leave is for the purpose of giving birth to a child and the subsequent recovery of the mother.

**B. Options**

1. Under Article XV a pregnant employee may choose to be treated as any other employee with a sickness or a disability.
2. Under this article separate and distinct procedures are provided which the employee may ultimately choose to elect.

**C. Application/Duration**

1. Application for leave shall be made, in writing, to the superintendent no later than 60 days prior to the beginning date of the leave.
2. Beginning and terminating dates of leave will be determined by federal guidelines and/or mutual agreement between the superintendent and employee.

**D. Reinstatement**

At the expiration of the leave, the employee shall be reinstated as a full-time employee of the Livingston Public Schools, at the appropriate step on the salary schedule.

**E. Application for Early Return**

If unusual conditions prevail, the employee may apply, on recommendation of the superintendent to the Board, for permission to return to a position for which the employee qualifies, prior to the termination of the period for which leave was granted.

**F. Health Benefits**

Employees granted a leave pursuant to this section of the contract that terminates at the end of the current school year who decide not to return to active employment for the following school year will be entitled to their current level of health benefits for July and August at the Board's expense provided that they notify the Superintendent in writing of their intention to resign no later than May 15th of the current school year.

## **VII. Child Care Leave**

### **A. Definition**

Child care leave is for purpose of care for a natural or adopted child.

### **B. Application/Duration**

1. Application shall be made, in writing, to the superintendent and shall contain the reasons for requesting the leave and supporting information regarding the necessity of having the leave.
2. Application for child care leave shall be considered by the administration and the Board on an individual basis.
3. Beginning and terminating dates of leave will be determined by mutual agreement between the superintendent and the employee. In the case of an employee who adopts a child for whom that employee will have direct and major responsibility for rearing, child care may be granted upon receiving de facto custody of the child, or earlier, if necessary, in order to fulfill the requirements for adoption.

### **C. Reinstatement**

At the expiration of the leave, the employee shall be reinstated as a full-time employee of the Livingston Public Schools, at the appropriate step on the salary schedule.

### **D. Application for Early Return**

If unusual conditions prevail, the employee may apply, on recommendation of the superintendent to the Board, for permission to return to the position for which the employee qualifies, prior to the termination of the period for which leave was granted.

**E. Application for Extension**

An employee may apply for and be granted by the Board, upon recommendation by the superintendent, an extension of child care leave.

**F. Health Benefits**

Employees granted a leave pursuant to this section of the contract that terminates at the end of the current school year who decide not to return to active employment for the following school year will be entitled to their current level of health benefits for July and August at the Board's expense provided that they notify the Superintendent in writing of their intention to resign no later than May 15th of the current school year.

**VIII. Sabbatical Leave**

**I. Purpose**

Sabbatical leaves are designed to: (1) promote professional improvement, (2) improve professional competence so as to be of immediate and direct benefit to the efficiency of the Livingston Public Schools, (3) satisfy the paramount needs of the Livingston Public Schools.

**II. Eligibility**

**A.** Any teacher who complies with stipulations hereinafter described may be granted a sabbatical leave of absence upon the recommendation of the superintendent and with the approval of the Board.

**B.** Sabbatical leave shall be understood to include one or more of the following activities: study in an accredited institution of learning, research and/or observation of problems connected with the professional's area of responsibility, and any other program approved by the superintendent and the Board.

**C.** Teachers will be eligible for sabbatical leave after 10 years of full-time, in-district employment.

**III. Number of Leaves Authorized**

**A.** The following number of sabbaticals may be granted each school year. Two (2) sabbaticals for one-half (1/2) year at full pay. One (1) sabbatical for a full year at full pay.

**B.** At the time when successful applicants are approved, an alternate for each sabbatical leave will be selected, provided that the application submitted by an alternate otherwise meets the applicable criteria and is recommended by the superintendent and approved by the Board.

**C.** In no case will an alternate be granted a sabbatical after July 1.

**IV. Application for Leave**

**A.** Application for sabbatical leave shall be made to the superintendent on or before November 15. Applications shall also include a formal sabbatical leave request and shall also include a program to be followed by the professional during the period of the leave.

**B.** Approved sabbatical leave shall begin officially at the beginning of the immediately following school year in accordance with the official school calendar. The Board will notify all applicants of their status by February 15. Successful applicants are to notify the Board of their intentions by April 15. Any exceptions to this date will be considered by the superintendent or his designee in conference with the teacher.

**C.** As a condition prerequisite to the granting of a sabbatical leave, the employee shall agree to continue in the service of the Livingston Public Schools for a period of at least 2 years after the expiration of the sabbatical leave.

**V. Salary**

**A.** Sabbatical salaries will be at full pay in accordance with the applicant's step and status on the approved salary guide.

**B.** Sabbatical salaries will be in accordance with the general time schedule for the payment of salaries in the Livingston Public Schools.

**C.** In no case shall any employee's total earnings while on sabbatical leave exceed the amount of money he would have earned under contract had he remained in his teaching position for the year. If the sabbatical recipient is entitled to a financial consideration pursuant to the terms of the sabbatical program, that amount shall be treated as a fee payable directly to the Board.

**VI. Outside Employment**

During the period of the sabbatical leave of absence, personnel may not engage in any remunerative employment which interferes with the proper use of the sabbatical leave.

**VII. Status of Tenure And Position**

The period of sabbatical leave shall count as regular service for the purpose of retirement planning. Tenure rights shall not be impaired and the employee shall advance the usual step on the salary schedule.

**VIII. Reinstatement**

At the expiration of the sabbatical leave, the employee shall be reinstated as a full-time employee of the Board.

**IX. Final Report**

The employee will submit a final written report to the superintendent which will be reprinted in the superintendent's monthly report. The report will relate the ideas gained and subsequent benefits expected and will be submitted not later than 90 days after the beginning of the period immediately following the sabbatical leave.

**ARTICLE XVI  
PAYROLL DEDUCTIONS**

The Board agrees to provide, for those requesting them, the following payroll deduction services: Association dues, payroll savings at a rate of 10%, 15%, or 20%, and Tax Deferred Annuity Funds. (Tax Deferred Annuity Funds may be designated twice yearly). A summer payroll plan shall be implemented to allow the employee to deposit money in an account in his or her name.

**ARTICLE XVII  
CHILDREN OF STAFF MEMBERS**

Children of staff members who live out of the district may attend the Livingston Public Schools at the tuition rate set by the Board annually, provided that the child receive only in-district services in a placement within the district public schools, at the superintendent's discretion.



**ARTICLE XVIII  
MILEAGE RATE**

Employees using their personal automobiles for district business, shall be reimbursed by the Board at the rate permitted by the OMB, as same may change from time to time.

**ARTICLE XIX  
SEPARATION PAY**

**I.           Eligibility**

All teaching staff members covered by this agreement, after fifteen (15) years of service in the district, shall be eligible for separation pay. Secretarial, maintenance, custodial, bus drivers, individual student assistants, teacher assistants and early arrival aide/lead playground aide employees, after twelve (12) years of service in the district, shall be eligible for separation pay.

**II.           Rate**

**A.** Certificated staff are entitled to a rate of compensation for each accumulated sick and contingency day (without limit) as follows:

All Accumulated days	\$55.00
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**B.** If a certificated employee provides notice of a June 30th retirement no later than March 31st of the effective year, the daily rate for compensation for separation pay shall be increased by ten dollars (\$10) per category.

**C.** Full-time support staff as well as teaching assistants, instructional aides, kindergarten aides, maintenance and custodial personnel, as well as bus and van drivers are entitled to a rate of compensation for each accumulated sick and contingency day (without limit) as follows:

All Accumulated days	\$50.00
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**D.** Lead Playground Aides are entitled to a rate of compensation for each accumulated sick and contingency day (without limit) which is eighty-five percent (85%) of the regular daily rate for separation pay as shown in Section B.

**E.** Part-time secretarial staff employed prior to January 1, 2002 who separate from the position of part-time secretary shall be eligible for separation pay at the full daily rate as shown in Section C. Part-time secretarial staff employed after January 1, 2002 are entitled to a rate of compensation for each accumulated sick and contingency day which is eighty-five percent (85%) of the regular daily rate for separation pay as shown in Section C.

All employees hired on or after May 21, 2010 will be capped at \$15,000 for separation pay in accordance with N.J.S.A. 18A:30-3.6.

**III. Method of Payment**

**A.** Payments shall be made to the individuals Tax Sheltered Annuity if available or in two (2) equal installments, the first on the first July 1 or January 1 following actual retirement and the second on January 1 or July 1 following the first payment provided it is in accordance with the IRS code. At the employee's option, three (3) equal payments may be requested, the third payment on January 1 or July 1 following the second payment.

**B.** Monies will be paid to an employee's estate if death occurs while the employee is in service in the district or if death occurs in the interim period between separation and the completion of payments pursuant to the schedules referenced above.

**IV. Restrictions**

Payment will not be made to an employee in the maintenance, custodial, bus driver and van driver classification if the employee is discharged for cause or terminates employment improperly.

**ARTICLE XX  
STIPEND SCHEDULES**

**LIVINGSTON HIGH SCHOOL ATHLETIC STIPENDS**

Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Football Head	1	\$11,779	\$12,049	\$12,333
Football Assistants	6	\$8,834	\$9,037	\$9,249
Baseball Head	1	\$10,012	\$10,242	\$10,483
Baseball Assistant	2	\$7,656	\$7,832	\$8,016
Boys' Basketball Head	1	\$10,012	\$10,242	\$10,483
Boys' Basketball Assistants	2	\$7,656	\$7,832	\$8,016
Bowling Head	1	\$7,656	\$7,832	\$8,016
Girls' Basketball Head	1	\$10,012	\$10,242	\$10,483
Girls Basketball Assistants	2	\$7,656	\$7,832	\$8,016
Cheer Fall Head	1	\$4,711	\$4,820	\$4,933
Cheer Fall Assistant	2	\$3,534	\$3,615	\$3,700
Cheer Winter Head	1	\$4,711	\$4,820	\$4,933

Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Cheer Winter Assistant	2	\$3,534	\$3,615	\$3,700
Boys' Cross Country Head	1	\$10,012	\$10,242	\$10,483
Girls' Cross Country Head	1	\$10,012	\$10,242	\$10,483
Cross Country Assistant (Shared)	1	\$7,656	\$7,832	\$8,016
Facility Equip. Manager	1	\$7,067	\$7,230	\$7,400
Boys Fencing Head	1	\$8,834	\$9,037	\$9,249
Girls Fencing Head	1	\$8,834	\$9,037	\$9,249
Field Hockey Head	1	\$10,012	\$10,242	\$10,483
Field Hockey Assistants	2	\$7,656	\$7,832	\$8,016
Golf Head	1	\$7,656	\$7,832	\$8,016
Ice Hockey Head	1	\$10,012	\$10,242	\$10,483
Ice Hockey Assistant	1	\$7,656	\$7,832	\$8,016
Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Boys' Lacrosse Head	1	\$10,012	\$10,242	\$10,483
Boys Lacrosse Assistants	2	\$7,656	\$7,832	\$8,016
Girls Lacrosse Head	1	\$10,012	\$10,242	\$10,483
Girls Lacrosse Assistants	2	\$7,656	\$7,832	\$8,016
Boys Soccer Head	1	\$10,012	\$10,242	\$10,483
Boys Soccer	2	\$7,656	\$7,832	\$8,016

Assistants				
Girls Soccer Head	1	\$10,012	\$10,242	\$10,483
Girls Soccer Assistants	2	\$7,656	\$7,832	\$8,016
Girls Softball Head	1	\$10,012	\$10,242	\$10,483
Girls Softball Assistants	2	\$7,656	\$7,832	\$8,016
Boys Swimming Head	1	\$8,834	\$9,037	\$9,249
Girls Swimming Head	1	\$8,834	\$9,037	\$9,249
Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Boys Tennis Head	1	\$8,834	\$9,037	\$9,249
Boys Tennis Assistant	1	\$7,067	\$7,230	\$7,400
Girls Tennis Head	1	\$8,834	\$9,037	\$9,249
Girls Tennis Assistant	1	\$7,067	\$7,230	\$7,400
Boys Track Winter Head	1	\$10,012	\$10,242	\$10,483
Girls Track Winter Head	1	\$10,012	\$10,242	\$10,483
Winter Track Assistants (Shared)	2	\$7,656	\$7,832	\$8,016
Boys Track Spring Head	1	\$10,012	\$10,242	\$10,483
Boys Track Spring Assistants	2	\$7,656	\$7,832	\$8,016
Girls Track Spring Head	1	\$10,012	\$10,242	\$10,483
Girls Track Spring Assistants	2	\$7,656	\$7,832	\$8,016

Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Boys Volleyball Head	1	\$10,012	\$10,242	\$10,483
Boys Volleyball Assistants	2	\$7,656	\$7,832	\$8,016
Girls Volleyball Head	1	\$10,012	\$10,242	\$10,483
Girls Volleyball Assistants	2	\$7,656	\$7,832	\$8,016
Wrestling Head	1	\$10,012	\$10,242	\$10,483
Wrestling Assistants	2	\$7,656	\$7,832	\$8,016
Strength Training Fall Head	2	\$2,945	\$3,012	\$3,083
Strength Training Winter Head	2	\$2,945	\$3,012	\$3,083
Strength Training Spring Head	2	\$2,945	\$3,012	\$3,083
Strength Training Summer Head (hourly @ 41.94)	1	\$2,945	\$3,012	\$3,083

Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Intramural Coord.	1	\$2,945	\$3,012	\$3,083
Intramural Coaches amount per session * 44 sessions * 3 seasons	Not to exceed  134	\$4,711  \$35.05	\$4,820  \$35.86	\$4,933  \$36.70

**LIVINGSTON HIGH SCHOOL CO-CURRICULAR STIPENDS**

Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Academic Team	1	\$5,300	\$5,422	\$5,550
Affirm. Action Officer	1	\$1,178	\$1,205	\$1,233
Area/Reg. /All State Musical Ensemble	4	not to exceed 135 hours		
		\$38.00/ hour	\$38.87/ hour	\$39.78/ hour
AM Wired	1	\$5,889	\$6,025	\$6,166
Marching Band Director Head	1	\$7,656	\$7,832	\$8,016



Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Marching Band Director Assistant	1	\$5,300	\$5,422	\$5,550
Color Guard Instructor Head	1	\$4,122	\$4,217	\$4,316
Color Guard Instructor Assistant	1	\$2,356	\$2,410	\$2,467
Percussion Instructor	1	\$2,356	\$2,410	\$2,467
Class Advisor Freshmen	2	\$1,767	\$1,807	\$1,850
Class Advisor Soph.	2	\$1,767	\$1,807	\$1,850
Class Advisor Junior	2	\$2,356	\$2,410	\$2,467
Class Advisor Senior	2	\$2,945	\$3,012	\$3,083
Comp. Lab Ext. Hours (Art, Bus. Math, Tech & Photoshop)	5	2 hours per week, 34 weeks, @ 34.30 per hour not to exceed \$2,356	2 hours per week, 34 weeks, @ 35.09 per hour not to exceed \$2,410	2 hours per week, 34 weeks, @ 35.91 per hour not to exceed \$2,467
Detention AM/PM		\$23.40	\$23.94	\$24.50
Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Detention Saturday		\$38.84	\$39.73	\$40.66
Forensics	1	\$3,534	\$3,615	\$3,700
FBLA	2	\$2,356	\$2,410	\$2,467
Gay Straight Alliance	1	\$1,767	\$1,807	\$1,850
Inner Circle Theater	1	\$1,178	\$1,205	\$1,233
Lancer Jazz Band	1	\$2,945	\$3,012	\$3,083
Lab Jazz Band	1	\$2,356	\$2,410	\$2,467
Key Club	2	\$2,356	\$2,410	\$2,467

Lead Teacher PE and WL Art/Music	3	\$7,656	\$7,832	\$8,016
Leo Club	1	\$1,178	\$1,205	\$1,233
Inner Voices Magazine	2	\$1,178	\$1,205	\$1,233
Math Team Advisor	1	\$1,767	\$1,807	\$1,850
Mock Trial Advisor	1	\$1,767	\$1,807	\$1,850
Model UN	1	\$1,767	\$1,807	\$1,850
National Art Honor Society	1	\$1,767	\$1,807	\$1,850

Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
National Honor Society	1	\$2,356	\$2,410	\$2,467
National Science Honor Society	1	\$1,767	\$1,807	\$1,850
National Chinese Lang Honor Society	1	\$1,178	\$1,205	\$1,233
National French Lang Honor Society	1	\$1,178	\$1,205	\$1,233
National Italian Lang Honor Society	1	\$1,178	\$1,205	\$1,233
National Spanish Lang Honor Society	1	\$1,178	\$1,205	\$1,233
News-paper	1	\$5,889	\$6,025	\$6,166
Notations Vocal Ensemble	1	\$2,356	\$2,410	\$2,467

Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Org. of Student Tutors	1	\$1,767	\$1,807	\$1,850
People Helping People	1	\$1,767	\$1,807	\$1,850
Radio Broad-casting Advisor	1	\$1,767	\$1,807	\$1,850
Select Chorus Group	1	\$2,356	\$2,410	\$2,467
Senior Buddies (9th Grade mentors)	1	\$2,356	\$2,410	\$2,467
Science League Advisor	1	\$1,178	\$1,205	\$1,233
Science Olympiad Advisor	1	\$1,767	\$1,807	\$1,850
SGA	1	\$2,945	\$3,012	\$3,083
Chamber Orchestra Conductor	1	\$3,534	\$3,615	\$3,700
Tri-M Honor Society	1	\$1,800	\$1,841	\$1,885
Web Master	1	\$2,356	\$2,410	\$2,467
Yearbook	1	\$9,423	\$9,640	\$9,866
Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Yearbook Business Manager	1	\$2,356	\$2,410	\$2,467
<b>Spring Musical</b>				
Director	1	\$7,656	\$7,832	\$8,016
Costumes	1	\$1,767	\$1,807	\$1,850
Set Construct.	1	\$2,945	\$3,012	\$3,083
Orchestra Prep	1	\$2,945	\$3,012	\$3,083
Music	1	\$4,122	\$4,217	\$4,316
Choreog.	1	\$2,945	\$3,012	\$3,083
Publicity	1	\$1,178	\$1,205	\$1,233
<b>Fall Drama</b>				

Director	1	\$5,300	\$5,422	\$5,550
Costumes	1	\$1,767	\$1,807	\$1,850
Set Construct.	1	\$2,945	\$3,012	\$3,083
Publicity	1	\$1,178	\$1,205	\$1,233

## ELEMENTARY SCHOOL STIPENDS

Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Assistant to the Principal	6	\$4,711	\$4,820	\$4,933
Safety Patrol Leader	6	\$1,178	\$1,205	\$1,233
Student Council	6	\$1,178	\$1,205	\$1,233
State Mandated Test Prep (grades 3, 4 & 5)	18 (3 per elementary school)	(3 teachers x 6 schools x 2 hours per week for 6 weeks) not to exceed 216 hours		
		\$38.00/ hour	\$38.87/ hour	\$39.78/ hour

MT. PLEASANT MIDDLE SCHOOL STIPENDS

Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Advisory Coord.	1	\$1,767	\$1,807	\$1,850
Computer /AVA	1	\$2,945	\$3,012	\$3,083
Earth Keepers	1	\$1,178	\$1,205	\$1,233
Intramural Coaches amount per session * 44 sessions * 3 seasons	Not to exceed  134	\$4,711  \$35.05	\$4,820  \$35.86	\$4,933  \$36.70
Jazz Band	1	\$1,767	\$1,807	\$1,850
Literary Magazine	1	\$1,767	\$1,807	\$1,850
Math Counts	1	\$1,767	\$1,807	\$1,850
Memory Book	1	\$2,356	\$2,410	\$2,467
News-paper	1	\$1,178	\$1,205	\$1,233
Select Chorus	1	\$1,767	\$1,807	\$1,850
Select Orchestra	1	\$1,767	\$1,807	\$1,850
Student Council	1	\$1,767	\$1,807	\$1,850
Team Coord.	4	\$3,534	\$3,615	\$3,700

Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Web Master	1	\$2,356	\$2,410	\$2,467
AM/PM Duty		\$23.40	\$23.94	\$24.49
Fall Production				
Stage Director	1	\$2,945	\$3,013	\$3,084
Musical Director	1	\$1,178	\$1,205	\$1,233
Set Design	1	\$589	\$602	\$617
House Manager	1	\$589	\$602	\$617
Spring Production				
Stage Director	1	\$1,767	\$1,807	\$1,850
Set Design	1	\$589	\$602	\$617



### HERITAGE MIDDLE SCHOOL STIPENDS

Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Affirm. Action	1	\$294	\$301	\$308
Area/Reg. /All State Musical Ensemble	4	not to exceed 135 hours		
		\$38.00/ hour	\$38.87/ hour	\$39.78/ hour
Computer /AVA	1	\$2,945	\$3,012	\$3,083
Diversity Club	1	\$1,178	\$1,205	\$1,233
Garden Club	1	\$1,178	\$1,205	\$1,233
Femgineers	1	\$1,767	\$1,807	\$1,850
FBLA	1	\$840	\$859	\$880
Coord.of Intramural (amount *20 hours * 3 seasons)	1	\$2,356	\$2,410	\$2,467
Intramural Coaches amount per session * 95 sessions*3 seasons	Not to exceed	\$10,012	\$10,242	\$10,483
	285	\$35.05	\$35.86	\$36.70
Jazz Band Lab	1	\$1,767	\$1,807	\$1,850
Lancer Jazz Band	1	\$1,767	\$1,807	\$1,850

Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Literary Magazine	1	\$1,767	\$1,807	\$1,850
Math Counts	1	\$1,767	\$1,807	\$1,850
Memory Book	1	\$2,356	\$2,410	\$2,467
News-paper	1	\$1,178	\$1,205	\$1,233
Science Olympiad	1	\$1,767	\$1,807	\$1,850
Select Chorus	1	\$1,767	\$1,807	\$1,850
Select Orchestra	1	\$1,767	\$1,807	\$1,850
Student Council	1	\$2,356	\$2,410	\$2,467
Team Coord.- Core	8	\$3,534	\$3,615	\$3,700
Team Coord.- 1 Sp. Ed & 1 Cycle	2	\$3,534	\$3,615	\$3,700
Web Master	1	\$2,356	\$2,410	\$2,467
AM/PM Duty		\$23.40	\$23.94	\$24.49
Spring Musical - Director	1	\$5,889	\$6,025	\$6,166
Spring Musical - Orchestra	1	\$2,356	\$2,410	\$2,467
Fall Drama - Director	1	\$2,945	\$3,012	\$3,083

**DISTRICT STIPENDS**

Coordinator of:				
Position Name	Number of Stipends	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Nurses	1	\$4,711	\$4,820	\$4,933
G&T	1	\$2,356	\$2,410	\$2,467
Media	1	\$4,711	\$4,820	\$4,933
Home Economics	1	\$2,945	\$3,012	\$3,083
Driver Education	1	\$4,122	\$4,217	\$4,316

**HOURLY RATES**

Position Name	2014-2015 Amount	2015-2016 Amount	2016-2017 Amount
Summer Curric. Writing	\$45.99	\$47.05	\$48.15
In House Tutor	\$60.00		
AM/PM Duty	\$23.40	\$23.94	\$24.50
Driver Education Instruct.	\$42.86	\$43.85	\$44.88

**ARTICLE XXI**  
**ENTIRE UNDERSTANDING OF AGREEMENT**

**I.** THIS AGREEMENT incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the term of this agreement, neither party shall be required to renegotiate concerning said issues for the period covered herein.

**II.** IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

LIVINGSTON BOARD OF EDUCATION

By: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

LIVINGSTON EDUCATION ASSOCIATION

By: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

**Livingston Board of Education**  
~ and ~  
**Livingston Education Association**

**A. Letter of Understanding**

The undersigned parties desire to provide direction as to the intention of the parties with respect to the option of scheduling of summer hours for 12 month unit members.

The determination to provide a differentiated summer schedule shall be at the discretion of the Board of Education. Summer hours shall begin and end on dates determined by the Administration.

When summer hours are to be established, they shall be the subject of discussion with the Association in May of the school year to determine the scheduling of such hours and the employees to which such hours apply for the coming summer.

It is understood that the prior arrangements for summer hours shall not be binding, but shall provide guidance to the parties in arranging a summer schedule.

It is further understood by the parties that the foregoing concept is not considered a part of the collective bargaining agreement, but is intended to provide guidance in dealing with the workday for employees during the summer months.

In witness whereof the parties have affixed their signatures:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_