

AGREEMENT

between the

LIVINGSTON BOARD OF EDUCATION

and the

LIVINGSTON EDUCATION  
ASSOCIATION

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**For the Period**  
**July 1, 2020 through June 30, 2023**

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## **PREAMBLE**

THIS AGREEMENT is made and entered into this 7<sup>th</sup> day of December, Two Thousand and Twenty 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, security personnel, teacher assistants, instructional aides, kindergarten aides, campus 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, van drivers and bus aides, 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 , database administrator, network administrator, technicians, applications architect, manager of technology, assistant business administrator, 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 December 7, 2020 shall be retroactive to July 1, 2020, and shall continue in full force and effect without change through June 30, 2023.

**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 hours during the school day.

The Association President and one designee shall have access to the district email system to communicate with bargaining unit members for all union matters with the exception of political communications.

The association agrees that while utilizing the district email system it will comply with board policy 2360 regarding use of technology.

The Association recognizes that all communications over the district's email system remain the property of the district.

**II. Association Meeting Dates**

**A. General Meetings**

1. 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 Superintendent, 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 chairperson.

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, all employees will be notified.

**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 seven representatives as designated by the LEA president and no more than seven 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, tenure-eligible 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 the Stage III hearing, 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 supervisor 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.

**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.** Employee having a grievance shall present it in the first instance in writing to the Livingston Education Association grievance chairperson within 10 working days of the occurrence or his or her awareness of the event or events giving rise to the grievance.

**B.** The grievance chairperson will meet with the executive board of the Livingston Education Association within 5 working days from written notification of the employee to determine whether to pursue this matter as an official grievance.

**C.** If after conference with the Livingston Education Association Executive Board, a decision is made to not pursue the grievance that decision will be rendered in writing to the employee upon determination within 10 days from written notification by the employee.

**D.** The employee has the option to appeal the LEA Executive Board decision to the LEP Rep Council in closed session. A majority vote of the Rep Council shall be the final determination on the pursuance of the grievance.

**E.** If it is so determined to file a grievance, the association shall present it in the first instance to the immediate superior within 30 school days after the occurrence or his or her awareness of the event or events giving rise to the grievance.

**F.** The Grievance Chairperson and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the Grievance Chairperson 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, the Grievance Chairperson 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 supervisor 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, the Grievance Chairperson 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 Grievance Chairperson.

**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 Grievance Chairperson 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.

The district will make every attempt not to ask a teacher to mentor 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 twenty (20) hour per year 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. 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. Only approved graduate level courses will count towards advancement on the salary guide. The Board will continue to reimburse for graduate level 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.

All non-tenured certificated staff members will avail themselves to at least ten (10) hours of professional development per year for their first four years. Professional development will be offered by the District outside of regular school hours/days. These hours are in addition to any State mandated training or requirements.

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

The school calendar will consist of 184 days (180 school days and 4 professional development days) for certificated teaching staff, teaching assistants, instructional aides, kindergarten aides and campus aides. The day before Thanksgiving shall be considered an early dismissal day. December 23 shall be considered an early dismissal day when it falls on a weekday.

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. 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 21 minutes
Middle School:	7 hours and 21 minutes
High School:	7 hours and 21 minutes

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

In 2020-2021, 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. For 2020-2021, elementary specialists\* (art, music, physical education, & world language teachers) shall be assigned as follows:
  - a. On days that they travel between



buildings – they will be assigned up to five (5) teaching periods and on days that they are assigned to the same building – they may be assigned up to six (6) teaching periods. Elementary specialists may be assigned up to 33 periods in a six day cycle.

- b. Compensation for extra teaching assignments shall be applicable to elementary specialists if they are assigned to sections in excess of those stated above.
- C. Beginning in the 2021-2022 school year, each teacher will have guaranteed preparation time according to the following schedule:

Elementary - seven (7) preparation periods each week when school is in session five days that week. One (1) of the preparation periods each week is to be assigned by the principal and designated as common planning time for grade level team planning and grade level meetings.

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

- a. Elementary specialists may be assigned up to 33 periods (a period constitutes either 43 minutes for K-5 PE and Developmental PE or 60 minutes (2-30 minute class sessions) for Pre-K PE and Adaptive PE), in a five day cycle. There will not be any circumstances in which an elementary PE teacher assigned to Pre-K or Adaptive PE periods teach more instructional minutes weekly than one who teaches a regular schedule.
- b. Compensation for extra teaching assignments shall be applicable to elementary specialists if they are assigned to teach sections in excess of

those stated above.

- c. Shared elementary specialists will be home based at the building they are scheduled for on Mondays for staff meetings as well as district and building level responsibilities.
- d. If an elementary specialist is assigned to teach in more than one elementary school per day that individual shall be provided with a period to travel from building to building.
- e. Building responsibilities may be assigned to or requested of elementary specialists only on days which they are assigned to teach fewer than seven periods in a day.
- f. Elementary specialists, who as a part of the schedule, teach classes prior to the start of the official school day should not be scheduled for a teaching assignment during the last period of the day to the extent possible and may be dismissed early on that day (up to the equivalent of one period) or another arrangement may be made in collaboration with their building principal.

*\*ESL teachers are not considered specialists for the purposes of this section.*

- D. Secondary - five (5) unassigned preparation periods each week.
- E. 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.

- F. 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 the 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 lunchtime 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.

### **VIII. AM/PM Duty**

Certified staff members who volunteer to supervise students before or after school hours shall be eligible for compensatory time. Class schedules for staff who volunteer will be created to allow for compensatory time to be taken either the first or last period of the day, to the extent possible.

## **ARTICLE VI OBSERVATIONS AND EVALUATIONS**

Observations and evaluations are completed in accordance with the district's Evaluation Framework for Professional Practice and State Law. Employees may locate regulations and timeframes on the employee portal.

### **I. 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>.

### **II. 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 or his/her designee by February 15<sup>th</sup>. If the individual issued the warning does not remediate the concerns identified within sixty (60) calendar days, the individual may be (1) advised that his/her employment for the following year may not be renewed or (2) he/she may be placed on a more formal **Corrective Action Plan** for the balance of the current school year and/or for the following school year.

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

All employees will be advised as to their employment status for the following school year, in writing, no later than May 15. If there is a circumstance in which a determination cannot be made on or before May 15, a letter will be issued to that effect and the employee's name may be submitted for renewal to the Board for approval at a later date, if warranted.

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.

### **III. 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 in the 2020-2021 school year and on September 1 in all subsequent years.

**B. Guidelines:**

1. 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.
2. To be eligible for lateral movement on the teacher's salary guide, the course and credits must be:
  - a. pre-approved by the Superintendent.
  - b. from a duly authorized institution of higher education as defined by law at which the employee is registered as a student.
  - c. for a course or degree related to the employee's current or future job responsibilities.
  - d. offered through a matriculated, graduate degree program, except as permitted by II.B.
3. In addition to the above, to be eligible for lateral movement on the teacher's salary guide:
  - a. online courses must be offered by a duly authorized institution of higher education as defined by law that offers the same courses to students in physical attendance at the institution, subject to sufficient students enrolling in the course.
  - b. The institution must offer a graduate degree in the subject area of the proposed online course and accept the specific online course in meeting requirements for that degree.
  - c. The institution must conduct accredited degree programs, and
  - d. The individual must be enrolled at the duly authorized institution of higher education that issues the credits. A teacher will not be eligible for lateral movement if he/she is enrolled in a course through a third party entity that

will transfer credits to a duly authorized institution of higher education as defined by law for graduate credits.

### **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 shall submit written proof which demonstrates the employee's courses satisfy the criteria for lateral advancement to the manager of human resources. Written proof shall include, but not be limited to, an official transcript from the duly authorized institution, a course guide, and proof of the duly authorized institution's accreditation.
4. For the 2020-2021 school, 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. Beginning with the 2021-2022 school year, proof of attainment of a higher salary status must be submitted to the superintendent or his/her designee before August 31 for a September 1 lateral move.
6. 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, 2020–June 30, 2023
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 mid-year 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 mid-year 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 mid-year 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 mid-year 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 8 for a full year course, shall be prorated 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 school year.

#### 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, Child Study Team Member, 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**

Any staff member who is hired mid-year during the 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, 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 school year and will receive an opportunity to move up on the guide the following September.

**2020-2021**  
**(September 1, 2020-January 31, 2021)**

<b>Step</b>	<b>BA</b>	<b>BA+1 6</b>	<b>BA+3 2</b>	<b>M</b>	<b>M+16</b>	<b>M+32</b>	<b>D</b>
<b>1</b>	52,673	54,560	56,972	59,803	63,263	65,522	68,572
<b>2</b>	53,278	55,179	57,610	60,462	63,948	66,082	69,297
<b>3</b>	53,968	55,886	58,338	61,216	64,733	67,029	70,130
<b>4</b>	54,691	56,628	59,102	62,007	65,558	67,875	71,005
<b>5</b>	55,421	57,376	59,874	62,806	66,390	68,729	71,888
<b>6</b>	56,159	58,132	60,532	63,612	67,230	69,591	72,780
<b>7</b>	57,031	58,934	61,366	64,223	67,713	69,991	73,068
<b>8</b>	60,919	62,815	65,239	68,084	71,562	74,306	77,358
<b>9</b>	64,976	66,872	69,295	72,138	75,441	78,831	81,867
<b>10</b>	69,034	70,763	73,350	76,192	79,665	83,355	86,375
<b>11</b>	73,093	74,986	77,405	80,246	83,717	87,879	90,883
<b>12</b>	77,151	79,043	81,460	84,299	87,769	92,405	95,392
<b>13</b>	81,209	83,100	85,501	88,353	91,820	96,929	99,900
<b>14</b>	85,217	87,108	89,509	92,361	95,828	101,453	104,409
<b>15</b>	90,200	92,199	94,753	97,752	101,417	105,862	108,818
<b>16</b>						112,108	115,218

**2020-2021**  
**(February 1, 2021-June 30, 2021)**

<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>	53,240	55,202	57,614	60,445	63,905	66,164	69,840
<b>2</b>	53,840	55,816	58,247	61,099	64,585	66,719	70,440
<b>3</b>	54,540	56,533	58,985	61,863	65,380	67,676	71,140
<b>4</b>	55,265	57,265	59,751	62,656	66,207	68,524	71,865
<b>5</b>	56,015	58,015	60,543	63,475	67,059	69,398	72,615
<b>6</b>	56,765	58,765	61,213	64,293	67,911	70,272	73,365
<b>7</b>	57,665	59,643	62,075	64,932	68,422	70,777	74,213
<b>8</b>	60,965	62,936	65,360	68,205	71,683	74,477	77,513
<b>9</b>	65,025	66,996	69,419	72,262	75,565	78,977	82,013
<b>10</b>	69,085	70,889	73,476	76,318	79,791	83,477	86,513
<b>11</b>	73,145	75,113	77,532	80,373	83,844	87,977	91,013
<b>12</b>	77,205	79,172	81,589	84,428	87,898	92,502	95,513
<b>13</b>	81,265	83,231	85,632	88,484	91,951	97,028	100,038
<b>14</b>	85,300	87,266	89,667	92,519	95,986	101,508	104,518
<b>15</b>	88,400	90,400	92,955	95,955	99,620	104,608	107,618
<b>16</b>	91,000	93,000	95,555	98,555	102,220	107,008	110,018
<b>17</b>						112,908	116,018



**2021-2022**

<b>Step</b>	<b>BA</b>	<b>BA+1 6</b>	<b>BA+32</b>	<b>M</b>	<b>M+16</b>	<b>M+32</b>	<b>D</b>
<b>1/2</b>	54,550	56,550	59,032	61,884	65,370	67,504	71,225
<b>3</b>	55,250	57,250	59,770	62,648	66,165	68,461	71,925
<b>4</b>	55,950	57,950	60,505	63,416	66,967	69,284	72,625
<b>5</b>	56,700	58,700	61,255	64,235	67,819	70,158	73,375
<b>6</b>	57,450	59,450	61,973	65,005	68,670	71,133	74,243
<b>7</b>	58,350	60,350	62,835	65,692	69,182	72,033	75,143
<b>8</b>	61,350	63,350	65,820	68,665	72,143	75,033	78,143
<b>9</b>	65,250	67,250	69,719	72,562	75,865	79,233	82,343
<b>10</b>	69,250	71,250	73,716	76,558	80,031	83,658	86,768
<b>11</b>	73,250	75,250	77,712	80,553	84,024	88,108	91,218
<b>12</b>	77,300	79,300	81,759	84,598	88,068	92,608	95,718
<b>13</b>	81,350	83,350	85,792	88,644	92,111	97,308	100,218
<b>14</b>	85,400	87,400	89,842	92,694	96,161	101,708	104,618
<b>15</b>	88,600	90,600	93,155	96,155	99,820	104,908	107,818
<b>16</b>	91,800	93,800	96,355	99,355	103,020	107,908	110,918
<b>17</b>						113,708	116,818

**2022-2023**

<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>	54,900	56,900	59,455	62,455	66,120	68,500	71,900
<b>2/3</b>	55,600	57,600	60,155	63,155	66,820	69,200	72,600
<b>4</b>	56,300	58,300	60,855	63,855	67,520	69,900	73,300
<b>5</b>	57,000	59,000	61,555	64,555	68,220	70,600	74,000
<b>6</b>	57,750	59,750	62,305	65,305	68,970	72,200	75,200
<b>7</b>	58,650	60,650	63,205	66,067	69,650	73,100	76,100
<b>8</b>	61,450	63,450	66,005	68,840	72,318	75,900	78,900
<b>9</b>	65,350	67,350	69,905	72,737	76,040	79,800	82,800
<b>10</b>	69,350	71,350	73,705	76,733	80,206	84,000	87,000
<b>11</b>	73,350	75,350	77,905	80,728	84,199	88,400	91,400
<b>12</b>	77,400	79,400	81,955	84,773	88,243	92,900	95,900
<b>13</b>	81,450	83,450	86,005	88,819	92,286	97,400	100,400
<b>14</b>	85,500	87,500	90,055	92,869	96,336	101,800	104,800
<b>15</b>	89,000	91,000	93,555	96,555	100,220	105,300	108,300
<b>16</b>	92,600	94,600	97,155	100,155	103,820	108,900	111,900
<b>17</b>						114,508	117,618

**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 and ninety three (193) days, excluding security personnel.
2. Other than Item A1 above, ten (10) month employees shall work the published teachers' school calendar between September 1 and June 30.
3. Ten (10) month support staff will report to work three (3) days prior to the teachers, three (3) days after the teachers are dismissed, and three (3) days over the summer for the school year for a total of 193 days. 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- three (193) 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 ninety-three (193) days.
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 determining vacation time allotments.

## **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 January 1) and an early dismissal day on December 23 if on a weekday, 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:**

Two days additional vacation shall be granted in lieu of Veterans' Day and Lincoln's Birthday. 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.

#### **5. Summer Fridays**

Currently, all LEA 12-month support staff members are expected to work a 7 hour day and have an hour for lunch (total 8 hours). After the regular school year ends, it is the intent to close the Board and school offices within the Livingston Public Schools on eight summer Fridays. It is understood that 12-month support staff will work an additional 15 minutes per day, without shortening their lunch period, on all other work days throughout the year.

### **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 members shall, by the administrator's direction, advise the central office that the building has been 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.

Any Instructional Aide, Kindergarten Aide or Teacher Assistant who has been approved by the Board of Education as a certified substitute will be compensated an additional \$50/day for said coverage. This amount will be prorated for coverage that lasts less than a day or on a per period basis.

### **IV. Aides and Teacher Assistants**

Beginning 1/1/2021, Teacher Assistants contracted to work 35 hours per week will be eligible for single only benefits under the NJEHP. These individuals may elect to purchase, at their own expense, additional coverage above single only coverage under any plan.

Beginning 9/1/2021, Instructional, Kindergarten and Campus Aides contracted to work full-time (i.e., 35 hours per week) will be eligible for single only benefits under the NJEHP. These individuals may elect to purchase, at their own expense, additional coverage above single only coverage under any plan.

### **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.

## **VII. Reduction in Force Notice**

District administrators will work to evaluate Instructional Aides, Kindergarten Aides, Campus Aides and Teacher Assistants by May 15 so that their status for the following school year can be determined by that date. Only those individuals whose status cannot be determined by May 15 will receive a Reduction In Force (RIF) Notice.

Those individuals who receive a RIF notice on May 15 may be contacted by the District on or before June 15 if there is an employment opportunity for which they are qualified.

## **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.

Per the Sidebar agreement dated September 23, 2019, individuals hired prior to July 1, 2007 as a support staff member who had credits less than the value of a BA degree were given the option to forfeit their right to additional credits and instead opt for the \$1,200 for the BA degree stipend.

### **III. Longevity**

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

<b>Years of Service In District</b>	<b>July 1, 2020-June 30, 2023</b>
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, Campus Aides and Bus Aides:

<b>Years of Service In District</b>	<b>July 1, 2020-June 30, 2023</b>
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 mid-year 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 mid-year 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 mid-year 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 mid-year 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**

**July 1, 2020-January 31, 2021**

Step	12 Month 1st Sec.	12 Month Adm. Sec.	12 Month Off. Supp. FT	10 Month 1st Sec.	10 Mon. Adm. Sec.	10 Month Off. Supp. FT	10 Mon. Off. Supp. PT	Security
1	47,595	45,488	44,405	39,663	37,908	37,004	21,145	45,520
2	50,308	48,202	47,117	41,924	40,169	39,265	22,436	47,253
3	53,276	51,170	50,085	44,397	42,642	41,737	23,850	50,283
4	56,500	54,394	53,308	47,083	45,327	44,424	25,386	52,986
5	60,010	57,904	56,819	50,009	48,253	47,349	27,005	55,928
6	63,904	61,797	60,712	53,252	51,498	50,593	28,911	59,195
7	68,148	66,041	64,957	56,971	55,035	54,130	30,932	62,752
8	73,095	70,988	69,904	60,913	59,157	58,252	33,287	66,900

**February 1, 2021-June 30, 2021**

Step	12 Month 1st Sec.	12 Month Adm. Sec.	12 Month Off. Supp. FT	10 Month 1st Sec.	10 Month Adm. Sec.	10 Mon. Off. Supp. FT	10 Mon. Off. Supp. PT	Security
1	48,342	46,202	45,102	40,286	38,503	37,585	21,477	46,235
2	51,098	48,959	47,857	42,582	40,800	39,881	22,788	47,995
3	54,112	51,973	50,871	45,094	43,311	42,392	24,224	51,072
4	57,387	55,248	54,145	47,822	46,039	45,121	25,785	53,818
5	60,952	58,813	57,711	50,794	49,011	48,092	27,480	56,806
6	64,907	62,767	61,665	54,088	52,307	51,387	29,365	60,124
7	69,218	67,078	65,977	57,683	55,899	54,980	31,418	63,737
8	74,397	72,247	71,143	61,993	60,206	59,285	33,878	68,086

*Beginning with the 2021-2022 school year, all full-time 12 and 10 month office support personnel will move to the respective 10 and 12 month administrative secretary guides.*

**2021-2022**

<b>Step</b>	<b>12 Month 1st Sec.</b>	<b>12 Month Adm. Sec.</b>	<b>10 Month 1<sup>st</sup> Sec.</b>	<b>10 Month Adm. Sec.</b>	<b>10 Month Off. Supp. PT</b>	<b>Security</b>
<b>1</b>	48,892	46,728	41,689	39,888	22,692	46,761
<b>2</b>	51,679	49,516	44,008	42,208	24,016	48,541
<b>3</b>	54,728	52,564	46,545	44,744	25,466	51,653
<b>4</b>	58,040	55,877	49,300	47,499	27,043	54,430
<b>5</b>	61,646	59,482	52,302	50,501	28,755	57,452
<b>6</b>	65,646	63,481	55,629	53,830	30,659	60,808
<b>7</b>	70,006	67,841	59,260	57,458	32,732	64,462
<b>8</b>	75,260	73,081	63,613	61,808	35,217	68,861

**2022-2023**

<b>Step</b>	<b>12 Month 1st Sec.</b>	<b>12 Month Adm. Sec.</b>	<b>10 Month 1<sup>st</sup> Sec.</b>	<b>10 Month Adm. Sec.</b>	<b>10 Month Off. Supp. PT</b>	<b>Security</b>
<b>1</b>	49,806	47,602	42,469	40,634	23,116	47,635
<b>2</b>	52,645	50,442	44,831	42,997	24,465	49,449
<b>3</b>	55,751	53,547	47,415	45,581	25,942	52,619
<b>4</b>	59,125	56,922	50,222	48,387	27,549	55,448
<b>5</b>	62,799	60,594	53,280	51,445	29,293	58,526
<b>6</b>	66,874	64,668	56,669	54,837	31,232	61,945
<b>7</b>	71,315	69,110	60,368	58,532	33,344	65,667
<b>8</b>	76,670	74,450	64,803	62,964	35,876	70,149

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

**July 1, 2020-January 31, 2021**

<b>Step</b>	<b>12 Month 1<sup>st</sup> Sec.</b>	<b>12 Month Adm. Sec.</b>	<b>12 Month Off. Supp. FT</b>	<b>10 Mon. 1<sup>st</sup> Sec.</b>	<b>10 Month Adm. Sec.</b>	<b>10 Month Off. Supp. FT</b>	<b>10 Month Off. Supp. PT</b>	<b>Security</b>
<b>1</b>	50,176	47,956	46,814	41,813	39,964	39,011	22,291	47,988
<b>2</b>	51,896	49,675	48,532	43,247	41,397	40,442	23,110	49,430
<b>3</b>	53,615	51,395	50,252	44,680	42,830	41,876	23,929	50,872
<b>4</b>	55,334	53,113	51,971	46,112	44,262	43,308	24,748	52,314
<b>5</b>	57,053	54,832	53,689	47,545	45,695	44,741	25,567	53,754
<b>6</b>	58,773	56,552	55,409	48,978	47,127	46,173	26,385	55,197
<b>7</b>	60,492	58,271	57,128	50,411	48,560	47,607	27,203	56,639
<b>8</b>	62,210	59,990	58,848	51,844	49,993	49,039	28,022	58,079
<b>9</b>	63,930	61,709	60,566	53,275	51,426	50,472	28,841	59,522
<b>10</b>	65,649	63,429	62,286	54,709	52,859	51,903	29,659	60,963
<b>11</b>	66,512	64,320	63,190	55,426	53,600	52,659	30,091	61,610

**February 1, 2021-June 30, 2021**

<b>Step</b>	<b>12 Month 1<sup>st</sup> Sec.</b>	<b>12 Month Adm. Sec.</b>	<b>12 Month Off. Supp. FT</b>	<b>10 Mon. 1<sup>st</sup> Sec.</b>	<b>10 Month Adm. Sec.</b>	<b>10 Mon. Off. Supp. FT</b>	<b>10 Month Off. Supp. PT</b>	<b>Security</b>
<b>1</b>	50,964	48,709	47,549	42,469	40,591	39,623	22,641	48,741
<b>2</b>	52,711	50,455	49,294	43,926	42,047	41,077	23,473	50,206
<b>3</b>	54,457	52,202	51,041	45,381	43,502	42,533	24,305	51,671
<b>4</b>	56,203	53,947	52,787	46,836	44,957	43,988	25,137	53,135
<b>5</b>	57,949	55,693	54,532	48,291	46,412	45,433	25,968	54,598
<b>6</b>	59,687	57,440	56,279	49,747	47,867	46,898	26,799	56,064
<b>7</b>	61,442	59,186	58,025	51,202	49,322	48,354	27,630	57,528
<b>8</b>	63,187	60,932	59,772	52,658	50,778	49,809	28,462	58,991
<b>9</b>	64,934	62,678	61,517	54,111	52,233	51,264	29,294	60,456
<b>10</b>	66,680	64,425	63,264	55,568	53,689	52,718	30,125	61,920
<b>11</b>	67,691	65,461	64,310	56,409	54,551	53,593	30,624	62,702

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**2021-2022**

<b>Step</b>	<b>12 Month 1<sup>st</sup> Sec.</b>	<b>12 Month Adm. Sec.</b>		<b>10 Month 1<sup>st</sup> Sec.</b>	<b>10 Month Adm. Sec.</b>		<b>10 Month Off. Supp. PT</b>	<b>Security</b>
<b>1</b>	51,544	49,263		43,894	41,997		23,867	49,296
<b>2</b>	53,311	51,029		45,365	43,467		24,838	50,777
<b>3</b>	55,077	52,796		46,835	44,937		25,548	52,259
<b>4</b>	56,843	54,561		48,304	46,407		26,338	53,740
<b>5</b>	58,608	56,327		49,774	47,876		27,228	55,219
<b>6</b>	56,330	58,094		51,244	49,346		28,067	56,702
<b>7</b>	62,141	59,860		52,714	50,815		28,906	58,183
<b>8</b>	63,906	61,625		54,185	52,286		29,747	59,662
<b>9</b>	65,673	63,391		55,652	53,755		30,587	61,144
<b>10</b>	67,439	65,158		57,124	55,226		31,424	62,625
<b>11</b>	68,465	66,210		57,973	56,097		31,930	63,416

**2022-2023**

Step	12 Month 1 <sup>st</sup> Sec.	12 Month Adm. Sec.		10 Month 1 <sup>st</sup> Sec.	10 Month Adm. Sec.		10 Month Off. Supp. PT	Security
1	52,508	50,184		44,715	42,782		24,313	50,218
2	54,308	51,983		46,213	44,280		25,164	51,727
3	56,107	53,783		47,711	45,777		26,026	53,236
4	57,906	55,581		46,207	47,275		26,881	54,745
5	59,704	57,380		50,705	48,771		27,737	56,252
6	61,495	59,180		52,202	50,269		28,592	57,762
7	63,303	60,979		53,700	51,765		29,447	59,271
8	65,101	62,777		55,198	53,264		30,303	60,778
9	66,901	64,576		56,693	54,760		31,159	62,287
10	68,700	66,376		58,192	56,259		32,012	63,796
11	69,745	67,448		59,057	57,146		32,527	64,602

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

**2020-2021  
(September 1, 2020-January 31, 2021)**

Step	Teacher Assts. **	Instructional Aides & Kindergarten Aides 35 hrs/week*	Campus Aides	Bus Aides
1	35,723	29,680	14,908	12,203
2	36,544	30,362	15,251	13,075
3	37,404	31,075	15,609	13,946
4		32,383		
5		33,693		
6		35,000		

*\*based upon 35 hours for Instructional and Kindergarten Aides and 20 hours a week for Campus Aides. Aides working other hours will be prorated accordingly.*



*\*\*based upon 35 hours for ABA Discrete Trial TA's, PRIDE TA's, Job Coaches and Life-Skills Teacher Assistants*

**2020-2021  
(February 1, 2021-June 30, 2021)**

<b>Step</b>	<b>Teacher Assts. **</b>	<b>Instructional Aides &amp; Kindergarten Aides *</b>	<b>Campus Aides*</b>	<b>Bus Aides</b>
<b>1</b>	32,692	25,440	20,464	12,569
<b>2</b>	33,673	26,025	21,078	12,820
<b>3</b>	34,683	26,635	21,711	13,076
<b>4</b>	35,723	27,758	22,362	13,467
<b>5</b>	36,544	28,880	22,876	13,911
<b>6</b>	37,404	30,000	23,413	14,364

*\*based upon 29.75 hours for Instructional and Kindergarten Aides and 25 hours a week for Campus Aides. Aides working other hours will be prorated accordingly.*

*\*\*based upon 35 hours for ABA Discrete Trial TA's, PRIDE TA's, Job Coaches and Life-Skills Teacher Assistants*

**2021-2022**

<b>Step</b>	<b>Teacher Assts.</b>	<b>Instructional Aides &amp; Kindergarten Aides</b>	<b>Campus Aides</b>	<b>Bus Aides</b>
<b>1</b>	33,048	25,717	20,687	12,600
<b>2</b>	34,040	26,309	21,308	12,900
<b>3</b>	35,061	26,925	21,948	13,200
<b>4</b>	36,112	28,061	22,606	13,500
<b>5</b>	36,942	29,195	23,125	14,000
<b>6</b>	37,814	30,329	23,670	14,700

**2022-2023**

<b>Step</b>	<b>Teacher Assts.</b>	<b>Instructional Aides &amp; Kindergarten Aides</b>	<b>Campus Aides</b>	<b>Bus Aides</b>
<b>1</b>	33,454	26,033	20,941	12,700
<b>2</b>	34,459	26,633	21,570	13,000
<b>3</b>	35,492	27,256	22,218	13,300
<b>4</b>	36,556	28,406	22,884	13,600
<b>5</b>	37,396	29,554	23,409	14,100
<b>6</b>	38,270	30,690	23,960	14,900

*\*based upon 35 hours for TA's, Instructional, Kindergarten and Campus Aides. Aides working other hours will be prorated accordingly.*

**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 workforce 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 (1/2 day Wednesday, full days Thursday and Friday), Christmas Eve Day (early dismissal if December 23 is a weekday), Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, and Memorial Day. For other days in which the district is closed and which are published on the approved district calendar, custodial and maintenance work may be scheduled to be performed. Employees reporting for work on those days shall be compensated for the normal hourly rate of pay plus one times their regular rate of pay for all hours worked.

**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 at the direction of the Superintendent or his/her designee, the Business Administrator or the Manager of Buildings & Grounds, shall be compensated for a minimum of two (2) hours of work.

**I.** Custodial and Maintenance are considered essential personnel for the purposes of snow removal and cleanup after inclement weather. If a “State of Emergency” is called, custodial and maintenance personnel will have up to a 24 hour period during which they shall be considered non-essential personnel and subject to the “State of Emergency” that has been called. If a “State of Emergency” extends for more than the period of time referred to above, custodial and maintenance personnel shall not be under the “State of Emergency” provisions within the contract unless there are driving restrictions put in place along with the “State of Emergency.” Custodial and maintenance staff who report to work during a “State of Emergency” with driving restrictions will be paid one times their salary, plus an additional one times their salary for all hours worked while the “State of Emergency” with driving restrictions is in effect. Once the “State of Emergency” with driving restrictions is lifted, the rate of pay will be one times their salary, plus an additional half times their salary. Irrespective of how long the “State of Emergency” is in place, this provision shall be subject to a minimum of two hours of pay at the higher rate.

### **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 January 1) and (early dismissal when December 23 is on a weekday), 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. When July 4 falls on Thursday, custodial and maintenance employees shall also receive July 5 as a day off.  
\*Custodial shift overlap is understood
4. Two days additional vacation shall be granted in-lieu of Veterans' Day and Lincoln's Birthday. 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**

Beginning 1/1/2021, Custodial employees are required to hold at least a black seal license. Prior to that date Custodial employees hired who did not hold such a license must have obtained the same within eighteen (18) months of the initial date of hire and failure to have obtained such license within the specified time period cannot be contested as grounds for termination of employment. Those who were hired prior to 1/1/2021 and grandfathered will continue to receive the stipend for the license. 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 employed as of July 1, 2007 who were able to demonstrate to the Superintendent or his/her designee a pre-existing disability or handicap which prevented them from obtaining a black seal license are 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.

Custodial and Maintenance employees shall be reimbursed up to three hundred (\$300) dollars annually for safety shoes when a receipt for the purchase is presented to the Board. All 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 ensuring 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.

## **VI. Physicals**

All custodial and maintenance employees will submit to a physical examination every three years to ensure they are fit for duty. If the Board physician is utilized, the exam will be at no cost to the employee.

**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>2020-2023</b>
<b>Night Custodian</b>	975
<b>Night Supervisor (includes differential)</b>	1,600
<b>Weekend Differential</b>	975
<b>Head – Elementary School</b>	2,100
<b>Head – Middle School</b>	2,500
<b>Head – High School</b>	3,500
<b>Possession of Black Seal License*</b>	625
<b>Possession of HVAC Certification</b>	1,550
<b>Possession of a Plumber’s License (including journeyman plumber)</b>	3,100
<b>Possession of Electrician License (including journeyman electrician)</b>	3,100
<b>Journeyman - Other License</b>	1,550
<b>Lead Bus Driver</b>	3,000

*\*only applies to those hired before 1/1/2021*

### **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 paycheck 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 paycheck 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:

<b>Years of Service In District</b>	<b>July 1, 2020- June 30, 2023</b>
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 mid-year 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 mid-year 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 mid-year 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 mid-year 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.

### III. Salary Guides

**2020-2021  
(July 1, 2020-January 31, 2021)**

<b>Step</b>	<b>Maintenance</b>	<b>Custodian</b>	<b>25 Hour Bus Driver</b>
<b>1</b>	47,011	40,635	20,845
<b>2</b>	47,636	41,260	21,486
<b>3</b>	48,261	41,886	22,192
<b>4</b>	48,949	42,573	22,943
<b>5</b>	49,635	43,260	23,987
<b>6</b>	51,259	44,885	25,076
<b>7</b>	53,135	46,761	26,295
<b>8</b>	55,261	48,885	27,994
<b>9</b>	57,635	51,259	30,089
<b>10</b>	60,859	54,573	
<b>11</b>	65,143	58,662	

**2020-2021**  
**(February 1, 2021-June 30, 2021)**

<b>Step</b>	<b>Maintenance</b>	<b>Custodian</b>	<b>25 Hour Bus Driver</b>
<b>1</b>	47,655	41,192	21,131
<b>2</b>	48,289	41,825	21,780
<b>3</b>	48,922	42,460	22,496
<b>4</b>	49,620	43,156	23,257
<b>5</b>	50,315	43,853	24,316
<b>6</b>	51,961	45,500	25,420
<b>7</b>	53,863	47,402	26,655
<b>8</b>	56,018	49,555	28,378
<b>9</b>	58,425	51,961	30,501
<b>10</b>	61,693	55,321	
<b>11</b>	66,022	59,454	

**2021-2022**

<b>Step</b>	<b>Maintenance</b>	<b>Custodian</b>	<b>25 Hour Bus Driver</b>
<b>1</b>	48,187	41,652	21,367
<b>2</b>	48,828	42,292	22,023
<b>3</b>	49,468	42,934	22,747
<b>4</b>	50,174	43,638	23,517
<b>5</b>	50,877	44,343	24,588
<b>6</b>	52,541	46,008	25,704
<b>7</b>	54,465	47,931	26,953
<b>8</b>	56,644	50,109	28,695
<b>9</b>	59,078	52,541	30,842
<b>10</b>	62,382	55,939	
<b>11</b>	66,759	60, 116	



**2022-2023**

<b>Step</b>	<b>Maintenance</b>	<b>Custodian</b>	<b>25 Hour Bus Driver</b>
<b>1</b>	48,765	42,152	21,623
<b>2</b>	49,414	42,800	22,287
<b>3</b>	50,062	43,449	23,020
<b>4</b>	50,776	44,162	23,799
<b>5</b>	51,488	44,875	24,883
<b>6</b>	53,171	46,560	26,012
<b>7</b>	55,119	48,506	27,276
<b>8</b>	57,324	50,710	29,039
<b>9</b>	59,787	53,171	31,212
<b>10</b>	63,131	56,610	
<b>11</b>	67,550	60,835	

**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 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 \$1,000 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. 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 composed 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 hired prior to July 1, 2007 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.

Requests for graduate level reimbursement will be accepted for TA's or Instructional Aides unless the graduate reimbursement request is in a field related to education.

Only requests that are aligned to a support staff member's current job assignment (i.e., bookkeeping, school counseling) will be approved.

**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 considered toward advanced standing on the salary schedule in accordance with Article VII, Sections II & III.

**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 - Certificated Staff**

**A.** Upon completion of the course, a separate set of the following documents must be submitted for each course to the Office of the Director of Curriculum, Instruction, and Professional Development:

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 the teacher. Purchase requisition number will appear on the check stub to identify the 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 intersession courses should submit no later than September 15.

**E.** Non-tenured certificated staff may only be reimbursed for graduate courses in their current position. They may not be reimbursed for supervisory or educational administration programs.

**F.** Certificated staff may be reimbursed for up to 16 credits, however, in order to be reimbursed for additional coursework above the 16 credits, they must matriculate into a program.

### **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 the 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 15<sup>th</sup>.
- 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 provided 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.** For employees hired prior to 1/1/2021: All eligible employees have the opportunity to enroll into the School Employee Health Benefit Plan (SEHBP). NJ Direct 15 shall be the base level. Members have the right to choose a different plan to impact their contributions. (i.e., if an individual wishes to enroll into a more expensive plan, the individual will be responsible for the cost differential. Alternatively, if an individual wishes to enroll into a less expensive plan, they will not contribute as much for their insurance).

For employees hired on or after 1/1/2021: All eligible employees have the opportunity to enroll into the NJEHP as the base level. Members have the right to choose a different plan to impact their contributions.

(i.e., if an individual wishes to enroll into a more expensive plan, the individual will be responsible for the cost differential. Alternatively, if an individual wishes to enroll into a less expensive plan, they will not contribute as much for their insurance).

**B.** 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. For employees hired before 1/1/21, the Board agrees to provide full individual or family premium coverage for all employees for a Benecard Prescription Plan with a \$10.00 generic/ \$35.00 preferred brand/ \$55 non-preferred brand copay structure. Mail order prescriptions (3 month supply) will only require one co-payment amount. ). The Plan will also cover approved GED's at 20% of the cost, not to exceed \$200. This plan is subject to employee contributions as provided by law.

For employees hired on or after 1/1/21, the Board agrees to provide full individual or family premium coverage for all employees for a Benecard Prescription Plan through the NJEHP. 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.** A standing committee will exist to monitor and evaluate the implementation and operation of the health benefit plan. This committee will be composed 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, who was hired prior to 1/1/2021, 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 (in the 2020-2021 school year);  
\$4,000 (in the 2021-2022 school year); and,  
\$3,000 (in the 2022-2023 school year)

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.

An employee who has health benefit coverage through a spouse, civil union partner, or from another source other than the SEHBP or SHBP, who was hired or eligible for benefits was on or after 1/1/2021 shall be eligible for a maximum waiver payment of \$500.

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.

Sick days for part time employees will be prorated based on the number of days an employee works if fewer than 5 days per week (i.e. 4 days/week = 80% of allotted sick time).

**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 workdays, 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 prorated 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 those listed in Article XV or Article XIX.

**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.

Contingency Days taken prior to or just after a holiday must be approved, in advance, by the Superintendent or his/her designee.

#### **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 another 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 the 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.

## **G. Bonding with a new child/Caring for sick family members**

Individuals accessing family leave to bond with a new baby/child or take care of an ill family member may access up to 30 contingency days from their accumulated contingency day bank, to be paid. This time must run concurrently with FMLA or NJFLA.

## **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 receives 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 the 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, aides, teacher assistants and lead playground aides, 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	\$75.00
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**B.** If a certificated employee provides notice of a June 30th retirement no later than February 1st 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 and aides are entitled to a rate of compensation for each accumulated sick and contingency day as follows:

All Accumulated days	\$75.00
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**D.** Campus 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 C.

**E.** 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.

All employees hired before May 21, 2010 and have accumulated in excess of 307 days will be capped at \$20,000.

### **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**

<b>Position</b>	<b># of Positions</b>	<b>2020/2021 Amount</b>	<b>2021/2022 Amount</b>	<b>2022/2023 Amount</b>
Football - Head	1	12,519	12,707	13,000
Football - Assistants	6	9,389	9,530	9,620
Baseball - Head	1	10,641	10,801	11,050
Baseball - Assistant	3	8,137	8,259	8,320
Boys' Basketball - Head	1	10,641	10,801	11,050
Boys' Basketball - Assistants	2	8,137	8,259	8,320
Bowling - Head	1	8,137	8,259	8,320
Girls' Basketball - Head	1	10,641	10,801	11,050
Girls Basketball - Assistants	2	8,137	8,259	8,320
Cheerleaders Fall - Head	1	5,008	5,083	5,200
Cheerleaders Fall - Assistant	2	3,756	3,812	3,900
Cheerleaders Winter - Head	1	5,008	5,083	5,200
Cheerleaders Winter - Assistant	2	3,756	3,812	3,900
Boys' Cross Country - Head	1	10,641	10,801	11,050
Girls' Cross Country - Head	1	10,641	10,801	11,050
Cross Country - Assistant (Shared)	1	8,137	8,259	8,320
Facility Equipment Manager	1	3,443	3,495	3,575
Site Manager	1	10,000 42.92 per hour	10,150 43.56 per hour	10,302 44.21 per hour
Boys Fencing - Head	1	9,389	9,530	9,750
Girls Fencing - Head	1	9,389	9,530	9,750
Fencing Assistants	2	7,511	7,624	7,670
Field Hockey - Head	1	10,641	10,801	11,050

<b>Position</b>	<b># of Positions</b>	<b>2020/2021 Amount</b>	<b>2021/2022 Amount</b>	<b>2022/2023 Amount</b>
Field Hockey - Assistants	2	8,137	8,259	8,320
Golf - Head	1	8,137	8,259	8,320
Ice Hockey - Head	1	10,641	10,801	11,050
Ice Hockey - Assistant	1	8,137	8,259	8,320
Boys' Lacrosse - Head	1	10,641	10,801	11,050
Boys Lacrosse - Assistants	2	8,137	8,259	8,320
Girls Lacrosse - Head	1	10,641	10,801	11,050
Girls Lacrosse - Assistants	2	8,137	8,259	8,320
Boys Soccer - Head	1	10,641	10,801	11,050
Boys Soccer - Assistants	3	8,137	8,259	8,320
Girls Soccer - Head	1	10,641	10,801	11,050
Girls Soccer - Assistants	3	8,137	8,259	8,320
Girls Softball - Head	1	10,641	10,801	11,050
Girls Softball - Assistants	2	8,137	8,259	8,320
Boys Swimming - Head	1	9,389	9,530	9,750
Girls Swimming - Head	1	9,389	9,530	9,750
Boys Tennis - Head	1	9,389	9,530	9,750
Boys Tennis - Assistant	1	7,511	7,624	7,670
Girls Tennis - Head	1	9,389	9,530	9,750
Girls Tennis - Assistant	1	7,511	7,624	7,670
Boys Track Winter - Head	1	10,641	10,801	11,050
Boys Winter Track - Assistant	1	8,137	8,259	8,320
Girls Track Winter - Head	1	10,641	10,801	11,050
Girls Winter Track - Assistant	1	8,137	8,259	8,320
Boys Track Spring - Head	1	10,641	10,801	11,050



<b>Position</b>	<b># of Positions</b>	<b>2020/2021 Amount</b>	<b>2021/2022 Amount</b>	<b>2022/2023 Amount</b>
Boys Track Spring - Assistants	2	8,137	8,259	8,320
Girls Track Spring - Head	1	10,641	10,801	11,050
Girls Track Spring - Assistants	2	8,137	8,259	8,320
Boys Volleyball - Head	1	10,641	10,801	11,050
Boys Volleyball - Assistants	2	8,137	8,259	8,320
Girls Volleyball - Head	1	10,641	10,801	11,050
Girls Volleyball - Assistants	2	8,137	8,259	8,320
Wrestling - Head	1	10,641	10,801	11,050
Wrestling - Assistants	2	8,137	8,259	8,320
Strength Training Fall - Head	2	3,130	3,177	3,250
Strength Training Winter - Head	2	3,130	3,177	3,250
Strength Training Spring - Head	2	3,130	3,177	3,250
Strength Training Summer Head 74 hours	1	3,130	3,177	3,250
High School Intramural - Coordinator	1	3,130	3,177	3,250
Intramural Coaches				
44 sessions * 3 seasons	132	37.94 per hour 5,008	38.51 per hour 5,083	39.39 per hour 5,200

**LIVINGSTON HIGH SCHOOL CO-CURRICULAR  
STIPENDS**

<b>Position</b>	<b># of Positions</b>	<b>2020/2021 Amount</b>	<b>2021/2022 Amount</b>	<b>2022/2023 Amount</b>
Academic Team	1	5,634	5,718	5,804
Affirmative Action Officer	1	1,252	1,271	1,290
Area/Reg/All State Musical Ensemble - not to exceed 135 hours	4	40.34 per hour 5,446	40.95 per hour 5,528	41.56 per hour 5,610
Marching Band Director - Head	1	8,137	8,260	8,383
Marching Band Director - Assistant	1	5,634	5,718	5,804
Marching Band Tech	1	1,252	1,271	1,290
Coding Club	1	N/A	1,271	1,290
Color Guard Instructor - Head	1	3,130	4,193	4,256
Color Guard Instructor - Assistant	1	2,504	2,541	2,579
Chess Club	1	1,252	1,271	1,290
Class Advisor - Freshmen	2	1,878	1,906	1,935
Class Advisor - Sophomore (2020)	2	1,878	1,906	1,935
Class Advisor - Junior (2019)	2	2,504	2,541	2,570
Class Advisor - Senior (2018)	2	3,130	3,177	3,224
* Computer Lab Extended Hours (Art, Business, Math, Tech & Photoshop) - 2 hours per week, 34 weeks,	5	36.82 per hour 12,519	37.37 per hour 12,707	37.93 per hour 12,897
Ecolancer	1	N/A	2,541	2,579
Forensics and Debate Team	2	3,756	3,812	3,869
FBLA	2	2,504	3,812	3,869
Gay Straight Alliance	1	1,878	1,906	1,935
HOSA-Health Occupations	1	N/A	1,906	1,935
Improv Club	1	N/A	1,271	1,290

<b>Position</b>	<b># of Positions</b>	<b>2020/2021 Amount</b>	<b>2021/2022 Amount</b>	<b>2022/2023 Amount</b>
Inner Circle Theater	1	1,252	1,271	1,290
Lancer Jazz Band	1	3,130	3,177	3,224
Lab Jazz Band	1	2,504	2,541	2,579
Key Club	2	2,504	2,541	2,579
Lead Teacher PE, WL, Art/Music, Business	4	8,137	8,260	8,383
Leo Club	1	1,252	1,271	1,290
*Inner Voices Magazine	2	1,252	1,271	1,290
Math Team Advisor	1	1,878	1,906	1,935
Mock Trial Advisor	1	1,878	1,906	1,935
Model UN	1	1,878	1,906	1,935
Mu Alpha Theta Mathematics Honor Society	1	N/A	1,271	1,290
National Art Honor Society	1	1,878	1,906	1,935
National Business Honor Society	1	1,252	1,271	1,290
National Honor Society	1	2,504	2,541	2,579
National Social Studies Honor Society	1	N/A	1,271	1,290
National Science Honor Society	1	1,878	1,906	1,935
National English Honor Society	1	1,252	1,271	1,290
National Chinese Language Honor Society	1	1,252	1,271	1,290
National French Lang Honor Society	1	1,252	1,271	1,290
National Italian Lang Honor Society	1	1,252	1,271	1,290
National Spanish Lang Honor Society	1	1,252	1,271	1,290
National Technology Honor Society	1	1,252	1,271	1,290
Newspaper	1	6,259	6,354	6,449
Notations Vocal Ensemble	1	2,504	2,541	2,579
Ocean Science Bowl	1	N/A	1,271	1,290
Organization of Student Tutors	1	1,878	1,906	1,935
People Helping People	1	1,878	1,906	1,935

<b>Position</b>	<b># of Positions</b>	<b>2020/2021 Amount</b>	<b>2021/2022 Amount</b>	<b>2022/2023 Amount</b>
Percussion Instructor	2	3,130	3,177	3,224
Radio Broadcasting Advisor	1	1,878	1,906	1,935
Robotics	2	2,504	3,812	3,869
Select Chorus Group	1	2,504	2,541	2,579
Senior Buddies (9th Grade mentors)	1	2,504	2,541	2,579
Science League Advisor	1	1,252	1,271	1,290
Science Olympiad Advisor	1	1,878	1,906	1,935
Science Bowl	1	N/A	1,271	1,290
Ski Club	1	N/A	1,271	1,290
SGA	1	3,130	3,177	3,224
Chamber Orchestra Conductor	1	3,756	3,812	3,869
Tri-M Honor Society	1	1,915	1,944	1,973
Webmaster	1	2,504	2,541	2,579
Yearbook	1	10,015	10,166	10,318
Yearbook Business Manager	1	2,504	2,541	2,579
<b>SPRING MUSICAL</b>				
Director	1	8,137	8,260	8,383
Costumes	1	1,878	4,447	4,514
Technical Director of Stage Crew	1	3,130	4,447	4,514
Orchestra Prep	1	3,130	3,177	3,224
Music	1	4,382	4,447	4,514
Choreography	1	3,130	3,177	3,224
Publicity	1	1,252	1,271	1,290
<b>FALL DRAMA</b>				
Director	1	5,634	5,718	5,804
Costumes	1	1,878	3,177	3,224
Technical Director of Stage Crew	1	3,130	3,177	3,224
Publicity	1	1,252	1,271	1,290

<b>Position</b>	<b># of Positions</b>	<b>2020/2021 Amount</b>	<b>2021/2022 Amount</b>	<b>2022/2023 Amount</b>
Detention AM/PM		24.87	25.24	25.62
Detention Saturday		41.27	41.89	42.52

## ELEMENTARY SCHOOL STIPENDS

<b>Position</b>	<b># of Positions</b>	<b>2020/2021 Amount</b>	<b>2021/2022 Amount</b>	<b>2022/2023 Amount</b>
Asst to the Principal	1	5,008	5,083	5,159
Safety Patrol Leader	1	1,252	1,271	1,290
Student Council	1	1,252	1,271	1,290
Test Prep	3	1,452	1,474	1,496
3 teachers * 2 hrs * 6 weeks = 36 hrs		40.33 per hour	40.94 per hour	41.56 per hour

MT. PLEASANT MIDDLE SCHOOL STIPENDS

<b>Position</b>	<b># of Positions</b>	<b>2020/2021 Amount</b>	<b>2021/2022 Amount</b>	<b>2022/2023 Amount</b>
Advisory Coord.	1	1,878	1,906	1,935
Computer/AVA	1	3,130	3,177	3,224
Earth Keepers	1	1,252	1,271	1,290
Jazz Band	1	1,878	1,906	1,935
Literary Magazine	1	1,878	1,906	1,935
Math Counts	1	1,878	1,906	1,935
Memory Book	1	2,504	2,541	2,579
Newspaper	1	1,252	1,271	1,290
Select Chorus	1	1,878	1,906	1,935
Select Orchestra	1	1,878	1,906	1,935
Student Council	1	1,878	1,906	1,935
Team Coord.	4	3,756	3,812	3,869
Team Coord. for Cycles	1	1,800	\$1,827	1,854
WebMaster	1	2,504	2,541	2,579
Intramural Coaches	Not to exceed	5,008	5,083	5,159
amount per season \$36.70 - 44 sessions * 3 seasons	132 sessions	37.94 per hour	38.51 per hour	39.08 per hour
<b>Fall Production</b>				
Stage Director	1	3,130	3,177	3,224
Musical Director	1	1,252	1,271	1,290
Costumes	1	N/A	1,271	1,290

<b>Position</b>	<b># of Positions</b>	<b>2020/2021 Amount</b>	<b>2021/2022 Amount</b>	<b>2022/2023 Amount</b>
Technical Director of Stage Crew	1	626	1,271	1,290
House Manager	1	626	635	645
<b>Spring Production</b>				
Stage Director	1	1,878	1,906	1,935
Costumes	1	N/A	1,271	1,290
Technical Director of Stage Crew	1	626	1,271	1,290



## HERITAGE MIDDLE SCHOOL STIPENDS

<b>Position</b>	<b># of Positions</b>	<b>2020/2021 Amount</b>	<b>2021/2022 Amount</b>	<b>2022/2023 Amount</b>
Affirm. Action	1	313	318	322
Builders Club	1	1,002	1,017	1,032
Classical Literature Book Club	1	751	762	774
Computer /AVA	1	3,130	3,177	3,224
Diversity Club	1	1,252	1,271	1,290
Garden Club	1	1,252	1,271	1,290
Femgineers	1	1,878	1,906	1,935
FBLA	1	889	902	916
Jazz Band	1	1,878	1,906	1,936
Lancer Jazz Band	1	1,878	1,906	1,935
Literary Magazine	1	1,878	1,906	1,935
Math Counts	1	1,878	1,906	1,935
Memory Book	1	5,008	5,083	5,159
Newspaper	1	1,252	1,271	1,290
Science Olympiad	1	1,878	1,906	1,935
Select Chorus	1	1,878	1,906	1,935
Select Orchestra	1	1,878	1,906	1,935
Spectrum	1	N/A	1,271	1,290
Student Council	1	2,504	2,541	2,579
Team Coord.- Core	8	3,756	3,812	3,869
Team Coord-1 Sp. Ed & 1 Cycle	2	3,756	3,812	3,869
Web Master	1	2,504	2,541	2,579
<b>SPRING MUSICAL</b>				
Director	1	6,259	6,354	6,449

<b>Position</b>	<b># of Positions</b>	<b>2020/2021 Amount</b>	<b>2021/2022 Amount</b>	<b>2022/2023 Amount</b>
Costumes	1	N/A	1,271	1,290
Choreography	1	N/A	1,271	1,290
Technical Director of Stage Crew	1	N/A	1,271	1,290
Orchestra	1	2,504	2,541	2,579
<b>FALL DRAMA</b>				
Director	1	3,130	3,177	3,224
Costumes	1	N/A	1,271	1,290
Technical Director of Stage Crew	1	N/A	1,271	1,290
Coord.of Intramural (amount *20 hours * 3 seasons)	1	2,504	2,541	2,579
Intramural Coaches Amount per session * 95 sessions*3 seasons	285 hrs	37.34	37.90	38.46
	Not to exceed	10,641	10,801	10,962
Area/Reg./All State Musical Ensemble not to exceed 136 hours	4	5,446	5,528	5,610
	Not to exceed	40.04	40.65	41.25

## DISTRICT STIPENDS

<b>Position</b>	<b># of Positions</b>	<b>2020/2021 Amount</b>	<b>2021/2022 Amount</b>	<b>2022/2023 Amount</b>
Nurses	1	5,008	5,083	5,159
G&T Coordinator	1	2,504	2,541	2,579
Media	1	5,008	5,083	5,159
Home Economics	1	3,130	3,177	3,224
Coordinator of ESL	1	5,008	5,083	5,159

## HOURLY RATES

Summer Curriculum Writing		48.88	49.61	50.36
In House Tutor		60.00	60.90	61.81
Summer Academy - Teacher		60.00	60.90	61.81
Extended School Year-Teacher		60.00	60.90	61.81
Summer Academy & Extended School Year Teacher Assistants		20.00	20.30	20.60

**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: *Pamela Chis* Date: 4/23/21

Witness: *[Signature]* Date: 4/23/21

LIVINGSTON EDUCATION ASSOCIATION

By: *Jennifer Lavin* Date: 4/23/21

Witness: *[Signature]* Date: 4/23/21