

AGREEMENT

between the

LIVINGSTON BOARD OF EDUCATION

and the

LIVINGSTON EDUCATION
ASSOCIATION

**For the Period
July 1, 2017 through June 30, 2020**

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PREAMBLE

THIS AGREEMENT is made and entered into this 18th day of April, Two Thousand and Eighteen BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF LIVINGSTON, ESSEX COUNTY, NEW JERSEY, hereafter the "Board;" AND THE LIVINGSTON EDUCATION ASSOCIATION, hereafter the "Association;"

WHEREAS, certain agreements have been reached between the Board and the Association, the said Association being the recognized majority representative of the unit for the Board's employees, consisting of all full-time and regular part-time certificated personnel, members of the administrative support staff, teacher assistants, instructional aides, kindergarten aides, lead playground aides, as well as athletic trainers, occupational therapists, non-certified school nurses, all members of the custodial and maintenance staff including personnel with the title bus driver/custodian, bus driver/mechanic, bus drivers, 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 May 22, 2017 shall take effect July 1, 2017, and shall continue in full force and effect without change through June 30, 2020.

**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.

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 six representatives as designated by the LEA president and no more than six representatives as designated by the superintendent.

B. Conference with Board

1. Purpose

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

2. Meetings

- a. Two (2) meetings per year shall be scheduled in advance when the Board meeting calendar is established. One (1) meeting shall be scheduled for October and one (1) for May. A written agenda shall be prepared. This agenda will be adhered to at the meeting and

will contain items submitted by both sides through the Superintendent's office no later than ten (10) school days prior to the meeting. Every effort will be made to discuss all items on the agenda. Background or supportive materials may be attached to the agenda by either party. Scheduled meetings may be canceled by mutual agreement between the Board and the Association when it appears that there are no substantive issues for an agenda.

- b. Additional meetings may be scheduled based upon mutual agreement between the parties as a result of the written request of one (1) of the parties for such a meeting. These additional meetings may be requested if the Association or the Board believes that issues have not been alleviated through the LEA/Superintendent Liaison. A written request from the Association will be forwarded to the Board of Education LEA Liaison who will determine with the Association President and the Superintendent if a conference with the Board should be scheduled for the purpose of clarifying the positions of the parties.
- c. These Board conferences shall in no way deny an individual's right to process a grievance.
- d. These conferences shall in no way be construed as a part of the negotiations procedure.
- e. The Board may render a response at the conference or the Board may respond to the issues presented at a conference in writing to the LEA president within ten (10) working days after the conference.
- f. It is understood that the Board response is not grievable by the Association.
- g. A copy of the minutes of these meetings shall be provided to LEA.

**ARTICLE III
EMPLOYEE RIGHTS/REPRESENTATION**

I. Representation Fee

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

II. Demand and Return System

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

III. Save Harmless

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

IV. Notice of Claims

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

V. Defense of Claims

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

VI. Defense Monitoring

The Board may monitor the defense by the Association.

VII. Rights to Representation

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

**ARTICLE IV
GRIEVANCE PROCEDURE**

I. Statement of Purpose

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

II. Definition of Terms

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

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

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

III. General Principles

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

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

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

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

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

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

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

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

IV. Stage I

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

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

V. Stage II

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

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

1. A brief description of the grievance and the essential facts relating to the grievance, including an identification of the provisions of the contract, board policy, or administrative decision which it is alleged to have misinterpreted, misapplied or violated.
2. The dates upon which the aggrieved first commenced Stage I proceedings and received notice of the Stage I determination.
3. The aggrieved's understanding of the Stage I determination.

4. A description of the action requested to be taken or of the relief requested to be granted by the superintendent.
5. The signature of the aggrieved shall constitute a representation that the petition's contents are accurate and that it is filed in good faith for the purposes stated.

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

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

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

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

F. In an effort to expedite the process involving an Association grievance at stage II, two representatives of the superintendent's office, two representatives of the Association and the superintendent will hold an informal hearing on the merits of the grievance, receive

information from the parties involved and attempt to resolve the grievance to the satisfaction of all parties.

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

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

VI. Stage III

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

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

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

C. Promptly after the filing of the petition, the superintendent shall prepare a full and complete written report of his/her findings and determination made at the Stage II level, if one has not been previously prepared, and

he/she shall file the findings with the Board and deliver a copy to the aggrieved.

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

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

ARTICLE V TEACHING STAFF MEMBERS

I. Mentoring

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

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

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 lead playground 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 10 minutes
Middle School:	7 hours and 21 minutes
High School:	7 hours and 21 minutes

IV. Guaranteed Prep Time

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

- A. Elementary - four (4) forty (40) minute preparation periods each week and one (1) additional forty (40) minute preparation period each week to be assigned by the principal and designated as common planning time for grade level team planning and grade level meetings. This time will be provided during special area

instruction time with no more than one (1) period per day if possible (art, music, physical education, media).

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

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

- C. Secondary - five (5) unassigned preparation periods each week.
- D. In the high school four (4) day rotating-drop schedule, each high school teaching staff member shall have a lunch period every day, a preparation period every day, and a minimum of three (3) on-call periods per four (4) day cycle, (two (2) on-call periods for Science teachers per four (4) day cycle), and no more than one (1) lunch duty per four (4) day cycle. The on-call period is a duty-free period to be utilized on a non-routine basis. A non-routine basis is defined as a situation where an assignment, meeting or duty is not assigned to a particular teacher on a regular basis.
- E. If the high school returns to a nine period day each high school teaching staff member shall have one

(1) on-call period, one (1) preparation period and one (1) lunch period per day. It is agreed that in the event LHS is returned to an eight (8) period day, the LEA reserves the right to bargain the impact of more than a five (5) minute change in each period. Principals and supervisors may conduct meetings during a common planning period. No scheduled meetings should be held during a teacher's preparation period or lunch. A teacher's preparation period may be used for conferences involving observations or evaluations when mutually agreed between the teacher and principal/supervisor.

V. Lost Prep Time

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

A. Compensatory Time Options

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

B. Teacher Coverage

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

If there is no other way to provide coverage and an opportunity exists at the secondary level for the building administrator to switch a service/duty period and preparation period on the same day in order to accomplish the coverage this will be allowed without payment necessary. If there is no other way to provide coverage and an opportunity exists at the elementary level for the building administrator to replace the preparation period with an equivalent preparation period within the

same week in order to balance the coverage this will be allowed without payment necessary. The building administrator will submit a list of individuals entitled to payment to the Payroll Department on the appropriate form on the 15th 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 15th.

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 January 15th. 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.

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 "in attendance" degree programs rather than offer only online and/or correspondence courses, 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. Proof of attainment of a higher salary status must be submitted to the superintendent or his/her designee before October 1 to be retroactive to September 1, and prior to January 31 to be effective February 1.
5. If for any reason this procedure cannot be followed, a request for an extension of time should be sent in writing to the manager of human resources.

IV. Stipends

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

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

C. Any change in a stipend must be negotiated.

V. Longevity

Longevity payments are as follows:

Years of Service In District	July 1, 2017-June 30, 2020
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 7 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.

2017-2018

Step	BA	BA+16	BA+32	M	M+16	M+32	D
1	52,358	54,234	56,632	59,446	62,885	65,130	68,163
2	52,960	54,850	57,265	60,101	63,566	65,687	68,883
3	53,645	55,552	57,989	60,851	64,347	66,628	69,711
4	54,365	56,290	58,749	61,637	65,166	67,470	70,581
5	55,090	57,034	59,516	62,431	65,993	68,318	71,459
6	55,824	57,785	60,170	63,232	66,828	69,176	72,345
7	56,690	58,582	61,000	63,839	67,308	69,573	72,631
8	60,676	62,565	64,979	67,812	71,276	74,010	77,049
9	64,717	66,606	69,018	71,851	75,140	78,516	81,540
10	68,759	70,481	73,057	75,888	79,348	83,022	86,030
11	72,801	74,687	77,096	79,926	83,383	87,529	90,521
12	76,843	78,728	81,136	83,963	87,419	92,036	95,012
13	80,885	82,768	85,160	88,001	91,454	96,542	99,502
14	87,961	89,910	92,402	95,326	98,900	101,049	103,993
15						109,325	112,358

2018-2019

Step	BA	BA+16	BA+32	M	M+16	M+32	D
1	52,515	54,397	56,802	59,624	63,074	65,326	68,367
2	53,119	55,014	57,437	60,281	63,757	65,884	69,090
3	53,806	55,719	58,163	61,033	64,540	66,828	69,920
4	54,528	56,459	58,925	61,822	65,362	67,672	70,793
5	55,255	57,205	59,695	62,618	66,191	68,523	71,673
6	55,991	57,958	60,350	63,422	67,029	69,383	72,562
7	56,860	58,758	61,183	64,031	67,510	69,782	72,849
8	60,797	62,690	65,109	67,948	71,419	74,158	77,203
9	64,846	66,739	69,156	71,994	75,290	78,673	81,703
10	68,896	70,622	73,203	76,039	79,506	83,189	86,202
11	72,947	74,836	77,251	80,086	83,549	87,704	90,702
12	76,997	78,886	81,298	84,131	87,594	92,220	95,202
13	81,047	82,934	85,330	88,177	91,637	96,735	99,701
14	85,047	86,934	89,330	92,177	95,637	101,251	104,201
15	89,307	91,286	93,815	96,784	100,413	105,651	108,601
16						110,998	114,077

2019-2020

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

**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 (190) days, excluding security personnel.
2. 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 and three (3) days after the teachers are dismissed for the school year for a total of 190 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 (190) 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 (190) 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 December 26th) and an early dismissal day on December 23 if on a weekday, New Year's (December 31st through January 1st), Martin Luther King Day, President's Day, Good Friday, and Memorial Day.

On the Wednesday prior to Thanksgiving Day, the work schedule shall be as follows for support staff:

F/T Secretarial Support Staff: 4 hours 50 minutes

P/T Secretarial Support Staff: 2 hours 25 minutes

Lead playground aides: 3 hours

4. In-lieu of days:

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

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 workdays 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 member shall, by the administrator's direction, advise the central office that the building has cleared of all pupils. That individual is then free to leave.

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

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

III. Assignment of Additional Duties

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

IV. Aides and Teacher Assistants

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

V. Breaks/Lunches

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

VI. Workshops

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

VII. Evaluation Procedures

Employees who are under contract shall be evaluated by persons determined by the superintendent at least once each work year. Evaluations shall be completed by May 15. All observations of work performance shall be conducted openly and shall be done in a standard and consistent manner. The forms and criteria may be developed jointly between representatives of the Board and Association. A copy of the forms and procedures will be given to each employee in advance. Employees shall be given a copy of all evaluation reports. No person shall

be required to sign a blank or incomplete evaluation form. The signing of the form is an indication that the employee has read the report. A signed written rebuttal and/or comments may be made within ten (10) working days of the receipt of the evaluation report. Each employee shall be evaluated by one (1) primary evaluator. The name of the primary evaluator shall be given to each employee prior to any evaluation. The primary evaluator may draw upon other administrative sources for evaluation input.

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

No employee shall be disciplined, reprimanded or reduced in compensation without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall, at the option of the employee, be subject to the grievance procedure.

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

VII. Reduction in Force Notice

Individuals in receipt of a reduction in force notice will be notified as to their employment status for the following school year by June 15, to the extent possible.

**ARTICLE IX
SUPPORT STAFF SALARIES**

I. Increments

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

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

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

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

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

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

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

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

1. Periodic evaluations shall be made to determine the level of improvement.
2. Dependent upon the improvement made during a year in which an increment/guide raise has been withheld, a staff member may be returned to the

proper step on the salary guide according to training and experience the following year, continue to receive no increment/guide raise, or any other legally appropriate salary restoration plan may be implemented as a result of discussions between the superintendent and the Board.

II. Stipends

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

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

III. Longevity

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

Years of Service In District	July 1, 2017- June 30, 2020
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, Lead Playground Aides and Bus Aides:

Years of Service In District	July 1, 2017- June 30, 2020
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

2017-2018

Step	12 Month Adm. Sec.	12 Month 1 st Sec.	12 Month Off. Supp. FT	10 Month Adm. Sec.	10 Month 1 st Sec.	10 Month Off. Supp. FT	10 Month Off. Supp. PT	Security
1	44,128	46,171	43,077	36,774	38,477	35,897	20,512	41,077
2	46,760	48,804	45,708	38,968	40,670	38,090	21,765	42,641
3	49,639	51,683	48,587	41,366	43,069	40,489	23,136	45,376
4	52,767	54,810	51,713	43,971	45,675	43,095	24,626	47,814
5	56,172	58,215	55,120	46,810	48,513	45,933	26,246	50,470
6	59,949	61,992	58,896	49,957	51,660	49,080	28,046	53,418
7	64,066	66,109	63,014	53,389	55,092	52,511	30,007	56,628
8	68,865	70,908	67,813	57,387	59,091	56,510	32,291	60,371

2018-2019

Step	12 Month Adm. Sec.	12 Month 1 st Sec.	12 Month Off. Supp. FT	10 Month Adm. Sec.	10 Month 1 st Sec.	10 Month Off. Supp. FT	10 Month Off. Supp. PT	Security
1	44,816	46,891	43,749	37,348	39,077	36,457	20,832	41,718
2	47,490	49,565	46,421	39,575	41,304	38,684	22,105	43,306
3	50,414	52,489	49,345	42,012	43,740	41,121	23,497	46,084
4	53,590	55,665	52,520	44,657	46,387	43,767	25,010	48,560
5	57,048	59,123	55,980	47,540	49,270	46,649	26,656	51,258
6	60,884	62,959	59,814	50,737	52,465	49,846	28,483	54,251
7	65,066	67,141	63,997	54,222	55,952	53,330	30,475	57,511
8	69,939	72,014	68,871	58,283	60,012	57,392	32,795	61,313

2019-2020

Step	12 Month Adm. Sec.	12 Month 1st Sec.	12 Month Off. Supp. FT	10 Month Adm. Sec.	10 Month 1st Sec.	10 Month Off. Supp. FT	10 Month Off. Supp. PT	Security
1	45,488	47,595	44,405	37,908	39,663	37,004	21,145	42,344
2	48,202	50,308	47,117	40,169	41,924	39,265	22,436	43,956
3	51,170	53,276	50,085	42,642	44,397	41,737	23,850	46,775
4	54,394	56,500	53,308	45,327	47,083	44,424	25,386	49,289
5	57,904	60,010	56,819	48,253	50,009	47,349	27,055	52,026
6	61,797	63,904	60,712	51,498	53,252	50,593	28,911	55,065
7	66,041	68,148	64,957	55,035	56,791	54,130	30,932	58,374
8	70,988	73,095	69,904	59,157	60,913	58,252	33,287	62,233

Salary guides for employees hired after 7/1/12

2017-2018

Step	12 Month Adm. Sec.	12 Month 1st Sec.	12 Month Off. Supp. FT	10 Month Adm. Sec.	10 Month 1st Sec.	10 Month Off. Supp. FT	10 Month Off. Supp. PT	Security
1	45,286	47,383	44,208	37,740	39,486	36,839	21,050	42,155
2	46,910	49,007	45,831	39,093	40,840	38,191	21,824	43,422
3	48,534	50,631	47,454	40,446	42,193	39,545	22,597	44,688
4	50,157	52,254	49,078	41,798	43,545	40,898	23,371	45,955
5	51,780	53,877	50,701	43,151	44,898	42,251	24,143	47,221
6	53,404	55,501	52,325	44,504	46,251	43,603	24,916	48,488
7	55,028	57,125	53,948	45,857	47,605	44,957	25,689	49,754
8	56,651	58,748	55,572	47,211	48,958	46,309	26,462	51,020
9	58,274	60,371	57,195	48,564	50,310	47,662	27,236	52,287
10	59,898	61,995	58,819	49,917	51,664	49,014	28,008	53,553
11	60,740	62,810	59,673	50,617	52,341	49,727	28,416	54,122

2018-2019

Step	12 Month Adm. Sec.	12 Month 1st Sec.	12 Month Off. Supp. FT	10 Month Adm. Sec.	10 Month 1st Sec.	10 Month Off. Supp. FT	10 Month Off. Supp. PT	Security
1	46,581	48,739	45,472	38,819	40,615	37,893	21,652	43,361
2	48,252	50,409	47,141	40,211	42,008	39,284	22,448	44,664
3	49,922	52,079	48,812	41,603	43,400	40,677	23,243	45,967
4	51,591	53,748	50,482	42,993	44,791	42,067	24,039	47,269
5	53,261	55,418	52,151	44,385	46,182	43,459	24,834	48,571
6	54,931	57,089	53,821	45,777	47,574	44,850	25,629	49,874
7	56,602	58,759	55,491	47,169	48,966	46,243	26,424	51,177
8	58,271	60,428	57,162	48,561	50,358	47,634	27,219	52,479
9	59,941	62,098	58,831	49,953	51,749	49,025	28,015	53,782
10	61,611	63,768	60,501	51,344	53,142	50,416	28,809	55,085
11	62,477	64,607	61,379	52,064	53,838	51,150	29,229	55,670

2019-2020

Step	12 Month Adm. Sec.	12 Month 1st Sec.	12 Month Off. Supp. FT	10 Month Adm. Sec.	10 Month 1st Sec.	10 Month Off. Supp. FT	10 Month Off. Supp. PT	Security
1	47,956	50,176	46,814	39,964	41,813	39,011	22,291	44,640
2	49,675	51,896	48,532	41,397	43,247	40,442	23,110	45,981
3	51,395	53,615	50,252	42,830	44,680	41,876	23,929	47,323
4	53,113	55,334	51,971	44,262	46,112	43,308	24,748	48,664
5	54,832	57,053	53,689	45,695	47,545	44,741	25,567	50,004
6	56,552	58,773	55,409	47,127	48,978	46,173	26,385	51,346
7	58,271	60,492	57,128	48,560	50,411	47,607	27,203	52,687
8	59,990	62,210	58,848	49,993	51,844	49,039	28,022	54,027
9	61,709	63,930	60,566	51,426	53,275	50,472	28,841	55,369
10	63,429	65,649	62,286	52,859	54,709	51,903	29,659	56,710
11	64,320	66,512	63,190	53,600	55,426	52,659	30,091	57,312

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

2017-2018

Step	Teacher Assts. **	Instructional Aides & Kindergarten Aides 35 hrs/week *	Lead Playground Aides	Bus Aides
1	33,989	29,426	14,178	11,530
2	34,770	30,101	14,505	12,354
3	35,588	30,809	14,845	13,178
4		31,799		
5		32,792		
6		33,783		

2018-2019

Step	Teacher Assts. **	Instructional Aides & Kindergarten Aides 35 hrs/week*	Lead Playground Aides	Bus Aides
1	34,733	29,533	14,495	11,865
2	35,532	30,211	14,828	12,712
3	36,367	30,921	15,176	13,560
4		32,103		
5		33,285		
6		34,467		

2019-2020

Step	Teacher Assts. **	Instructional Aides & Kindergarten Aides 35 hrs/week*	Lead Playground 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 for Lead Playground Aides. Aides working other hours will be pro-rated accordingly.*

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

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

Step	2017-2018	2018-2019	2019-2020
1	46,047	47,364	48,761
2	48,682	50,074	51,551
3	51,694	53,172	54,741
4	55,080	56,656	58,327
5	58,845	60,528	62,314
6	63,049	64,852	66,765
7	67,753	69,691	71,747
8	73,054	75,143	77,360

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

I. Job Security Clause/Maintenance and Custodial Staff

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

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

II. Employment Practices

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

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

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

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

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

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

E. Employees working on holidays shall be paid a total of two (2) times their regular hourly rate of pay for all hours worked. The following days are to be considered holidays: July 4, Labor Day, Thanksgiving Holidays (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 staff who report to work during a “State of Emergency” will be paid one times their salary plus an additional one times their salary for all hours worked while the “State of Emergency” is in effect. Once the “State of Emergency” 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 1/2) 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 1/2) hours with an unpaid one half (1/2) hour meal break and two (2) fifteen (15) minute breaks.

II. Full Vacation Rights/Maintenance and Custodial Staff

A. Twelve - Month Employees

1. Vacation Schedule - If hired prior to December 1st of the school year, a contractual employee shall be entitled to 2 weeks of vacation at the end of that school year. One week of vacation is allowed for those employees hired between December 1st and April 1st, and 1 day per month after April 1st.
2. In the second year through the sixth year of employment -- 2 weeks; in the seventh year through the fifteenth year of employment -- 3 weeks; in the sixteenth year and ensuing years -- 4 weeks.

3. Twelve month employees shall have off on the following days: July 4, Labor Day, NJEA Convention, Thanksgiving (partial day on Wednesday and full days on Thursday and Friday), Christmas (December 24th through December 26th) and (early dismissal when December 23 is on a weekday), New Year's (December 31st through January 1st), Martin Luther King Day, President's Day, Good Friday, and Memorial Day. On the Wednesday prior to Thanksgiving Day, the work schedule shall be as follows for Custodial/Maintenance*: 5 hours, no break, no lunch
*Custodial shift overlap is understood
4. Five days additional vacation shall be granted in-lieu of Columbus Day, Election Day, Veterans' Day, Lincoln's Birthday and one additional day. If Martin Luther King Day and/or President's Day becomes a day when school is in session additional in-lieu of days will be granted accordingly.

B. Vacation Notice

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

III. License Renewal

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

Custodial/Maintenance

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

Custodians 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.

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

Coveralls will be provided for all employees when necessary.

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

V. Evaluation Procedures

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

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

Employees shall be given a copy of all evaluation reports. No person shall be required to sign a blank or incomplete evaluation form. The signing of the form is an indication that the employee has read the report. A signed written rebuttal and/or comments may be made within ten (10) working days of the receipt of the evaluation report. Each employee shall be evaluated by at least two (2) evaluators. Their names shall be given to each employee prior to any observation.

A mid-year conference shall be held no later than December 31. The employee and the appropriate administrator or supervisor shall meet to discuss the employee's work performance. A conference report will

be compiled by the supervisor and a copy given to the employee within ten (10) working days. The report shall contain the items discussed.

No employee shall be disciplined, reprimanded or reduced in compensation without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall, at the option of the employee, be subject to the grievance procedure.

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

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:

	2017-2020
Night Custodian	\$975
Night Supervisor (includes differential)	\$1,325
Head – Elementary School	\$2,025
Head – Middle School	\$2,300
Head – High School	\$2,825
Possession of Black Seal License	\$625
Possession of HVAC Certification	\$600
Possession of a Plumber’s License	\$3,100
Possession of Electrician License	\$3,100
Journeyman License	\$1,550

III. Salary Payments

- 1.** Employees shall be paid in equal semi-monthly installments.
- 2.** When a payday falls on a school or bank holiday, or during a vacation, employees will receive their pay check on the last previous day of work.
- 3.** Employees shall receive their final June check and the pay schedule for the following year on the last day of teacher attendance in June.
- 4.** Employees working on the night shift shall receive their 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:

Years of Service In District	July 1, 2017- June 30, 2020
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.

IV. Salary Guides

2017-2018

Step	Maintenance	Custodian	25 Hour Bus Driver
1	45,857	39,638	20,334
2	46,467	40,247	20,959
3	47,077	40,859	21,648
4	47,748	41,529	22,380
5	48,417	42,199	23,399
6	50,002	43,784	24,461
7	51,832	45,614	25,650
8	53,905	47,686	27,308
9	56,221	50,002	29,351
10	59,366	53,234	
11	63,545	57,223	

2018-2019

Step	Maintenance	Custodian	25 Hour Bus Driver
1	46,302	40,023	20,531
2	46,918	40,638	21,162
3	47,533	41,255	21,857
4	48,211	41,932	22,597
5	48,887	42,608	23,626
6	50,487	44,209	24,699
7	52,334	46,056	25,899
8	54,428	48,148	27,572
9	56,766	50,487	29,636
10	59,942	53,750	
11	64,161	57,778	

2019-2020

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

**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 \$750.00 per course. Employees will be reimbursed for approved courses on a first-come, first-served basis for any funds still available after those initial courses are taken. All staff who enroll for in-district courses will forward a check in the amount of \$75.00 to the Staff Development office. Upon the individual's completion of the course, this check will be returned to the employee. These courses will not be subject to the terms of reimbursement as described in this Article.

B. Payment to individual employees will be made upon presentation of proof of successful completion of courses which have been approved in advance by the superintendent or his designee, with a copy in writing to the employee and a file copy. Successful completion shall be interpreted as the employee earning a passing grade in a pass/fail grading system where the pass/fail system is the only grading system available or a grade of "B" or better in a standard grading system. Recognizing that circumstances may prevent an employee from obtaining a "B" or better in every course taken during his/her career in Livingston, the following exceptions are allowed. During the career of an individual, a grade of "C" in a maximum of one (1) course will be allowed as a passing grade without prejudice. One (1) additional course with a grade of "C" will be allowed if a committee comprised of the superintendent and the Association president agree that the individual's explanation of the circumstances warrant acceptance of the "C". The determination of the committee shall be final.

Each support staff member or other employee may arrange with the superintendent or his designee for an evaluation of his/her record, and together, they will work out courses to be taken for stipend credit on his/her salary level on an individual basis.

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

D. Courses for which the Board has paid tuition may be 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 - Teachers

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 teacher. Purchase requisition number will appear on check stub to identify course taken.

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

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

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

III. Procedure - All Other Staff

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

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

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

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

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

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

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

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

IV. Payment

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

V. Reports

The superintendent or his designee will submit a report to the Association president containing the following: the number of applications for reimbursement, the number of approved applications, the funds expended for first round request and, when applicable, the amount of funds expended or allocated for all other rounds. These reports will be submitted by October 31 and March 31 of the year covered by the agreement. A final report will be submitted to the Association president by July 31 for the year covered by the previous agreement.

**ARTICLE XIII
INVOLUNTARY TRANSFERS**

I. Definition

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

II. Procedure

A. Involuntary transfer assignment notifications, when possible, will be given by May 15th.

- B. It is the intent that all transfer assignment notifications will be completed by the last week of school.
- C. Situations which cause changes after May 15th should be resolved at the earliest possible time.
- D. Principal/administrators will communicate with each person being proposed for a transfer notifying him/her of a possible new assignment at least seven (7) working days prior to the final board action on the transfer.
- E. A staff member may, upon request, have a conference with the superintendent or his designee to discuss (in confidence) the reasons for the transfer.
- F. The superintendent or his designee and principal or administrator will communicate directly with those who are being transferred. A letter from the superintendent or his designee regarding the transfer decision shall follow the conference.

**ARTICLE XIV
HEALTH INSURANCE**

I. Eligibility

- A.** Unless otherwise indicated, all regular employees who work at least 25 hours each week in their job category shall be eligible for employee benefits paid by the Board as described herein.
- B.** Employees contracted for 10 or more months each year shall be eligible for 12 months' benefit coverage under this policy. Employees contracted for less than a 10 month period shall be eligible providing they work 50% or more of the contract year normal for their classification, and at least 25 hours each week.

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

II. Benefits

A. 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).

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. 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.

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

III. Waiver of Health Benefits

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

**ARTICLE XV
LEAVES OF ABSENCES**

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

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

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

I. Personal Illness

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

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 separation pay.

C. Absences under this category include:

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

7. Court appearance, provided proof is filed with the Board.
8. Legal business that cannot be done at a time other than during the school day.
9. Graduation of employee, spouse or child.
10. Miscellaneous - Instances not specifically provided for above, at the discretion of the superintendent.

IV. Bereavement Absences (No Charge)

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

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

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

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

V. Jury Duty

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

VI. Maternity Leave

A. Definition

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

B. Options

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

C. Application/Duration

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

D. Reinstatement

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

E. Application for Early Return

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

F. Health Benefits

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

VII. Child Care Leave

A. Definition

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

B. Application/Duration

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

C. Reinstatement

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

D. Application for Early Return

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

E. Application for Extension

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

F. Health Benefits

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

VIII. Sabbatical Leave

I. Purpose

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

II. Eligibility

- A.** Any teacher who complies with stipulations hereinafter described may be granted a sabbatical leave of absence upon the recommendation of the superintendent and with the approval of the Board.
- B.** Sabbatical leave shall be understood to include one or more of the following activities: study in an accredited institution of learning, research and/or observation of problems connected with the professional's area of responsibility, and any other program approved by the superintendent and the Board.
- C.** Teachers will be eligible for sabbatical leave after 10 years of full-time, in-district employment.

III. Number of Leaves Authorized

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

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

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

IV. Application for Leave

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

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

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

V. Salary

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

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

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

VI. Outside Employment

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

VII. Status of Tenure And Position

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

VIII. Reinstatement

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

IX. Final Report

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

**ARTICLE XVI
PAYROLL DEDUCTIONS**

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

**ARTICLE XVII
CHILDREN OF STAFF MEMBERS**

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

**ARTICLE XVIII
MILEAGE RATE**

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

**ARTICLE XIX
SEPARATION PAY**

I. Eligibility

All teaching staff members covered by this agreement, after fifteen (15) years of service in the district, shall be eligible for separation pay. Secretarial, maintenance, custodial, bus drivers, 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	\$55.00
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B. If a certificated employee provides notice of a June 30th retirement no later than March 31st of the effective year, the daily rate for compensation for separation pay shall be increased by ten dollars (\$10) per category.

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

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

III. Method of Payment

- A.** Payments shall be made to the individuals Tax Sheltered Annuity if available or in two (2) equal installments, the first on the first July 1 or January 1 following actual retirement and the second on January 1 or July 1 following the first payment provided it is in accordance with the IRS code. At the employee's option, three (3) equal payments may be requested, the third payment on January 1 or July 1 following the second payment.
- B.** Monies will be paid to an employee's estate if death occurs while the employee is in service in the district or if death occurs in the interim period between separation and the completion of payments pursuant to the schedules referenced above.

IV. Restrictions

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

**ARTICLE XX
STIPEND SCHEDULES**

LIVINGSTON HIGH SCHOOL ATHLETIC STIPENDS

Position	# of Positions	2017/2018 Amount	2018/2019 Amount	2019/2020 Amount
Football - Head	1	\$12,395	\$12,457	\$12,519
Football - Assistants	6	\$9,296	\$9,342	\$9,389
Baseball - Head	1	\$10,535	\$10,588	\$10,641
Baseball - Assistant	2	\$8,057	\$8,097	\$8,137
Boys' Basketball - Head	1	\$10,535	\$10,588	\$10,641
Boys' Basketball - Assistants	2	\$8,057	\$8,097	\$8,137
Bowling - Head	1	\$8,057	\$8,097	\$8,137
Girls' Basketball - Head	1	\$10,535	\$10,588	\$10,641
Girls Basketball - Assistants	2	\$8,057	\$8,097	\$8,137
Cheerleaders Fall - Head	1	\$4,958	\$4,983	\$5,008
Cheerleaders Fall - Assistant	2	\$3,718	\$3,737	\$3,756
Cheerleaders Winter - Head	1	\$4,958	\$4,983	\$5,008
Cheerleaders Winter - Assistant	2	\$3,718	\$3,737	\$3,756
Boys' Cross Country - Head	1	\$10,535	\$10,588	\$10,641
Girls' Cross Country - Head	1	\$10,535	\$10,588	\$10,641
Cross Country - Assistant (Shared)	1	\$8,057	\$8,097	\$8,137
Facility Equipment Manager	1	\$3,409	\$3,426	\$3,443
Site Manager (hourly rate \$41.94)	1	\$4,028	\$4,048	\$4,069
Boys Fencing - Head	1	\$9,296	\$9,342	\$9,389
Girls Fencing - Head	1	\$9,296	\$9,342	\$9,389
Field Hockey - Head	1	\$10,535	\$10,588	\$10,641
Field Hockey - Assistants	2	\$8,057	\$8,097	\$8,137

Position	# of Positions	2017/2018 Amount	2018/2019 Amount	2019/2020 Amount
Golf - Head	1	\$8,057	\$8,097	\$8,137
Ice Hockey - Head	1	\$10,535	\$10,588	\$10,641
Ice Hockey - Assistant	1	\$8,057	\$8,097	\$8,137
Boys' Lacrosse - Head	1	\$10,535	\$10,588	\$10,641
Boys Lacrosse - Assistants	2	\$8,057	\$8,097	\$8,137
Girls Lacrosse - Head	1	\$10,535	\$10,588	\$10,641
Girls Lacrosse - Assistants	2	\$8,057	\$8,097	\$8,137
Boys Soccer - Head	1	\$10,535	\$10,588	\$10,641
Boys Soccer - Assistants	2	\$8,057	\$8,097	\$8,137
Girls Soccer - Head	1	\$10,535	\$10,588	\$10,641
Girls Soccer - Assistants	2	\$8,057	\$8,097	\$8,137
Girls Softball - Head	1	\$10,535	\$10,588	\$10,641
Girls Softball - Assistants	2	\$8,057	\$8,097	\$8,137
Boys Swimming - Head	1	\$9,296	\$9,342	\$9,389
Girls Swimming - Head	1	\$9,296	\$9,342	\$9,389
Boys Tennis - Head	1	\$9,296	\$9,342	\$9,389
Boys Tennis - Assistant	1	\$7,437	\$7,474	\$7,511
Girls Tennis - Head	1	\$9,296	\$9,342	\$9,389
Girls Tennis - Assistant	1	\$7,437	\$7,474	\$7,511
Boys Track Winter - Head	1	\$10,535	\$10,588	\$10,641
Boys Winter Track - Assistant	1	\$8,057	\$8,097	\$8,137
Girls Track Winter - Head	1	\$10,535	\$10,588	\$10,641
Girls Winter Track - Assistant	1	\$8,057	\$8,097	\$8,137
Boys Track Spring - Head	1	\$10,535	\$10,588	\$10,641
Boys Track Spring - Assistants	2	\$8,057	\$8,097	\$8,137

Position	# of Positions	2017/2018 Amount	2018/2019 Amount	2019/2020 Amount
Girls Track Spring - Head	1	\$10,535	\$10,588	\$10,641
Girls Track Spring - Assistants	2	\$8,057	\$8,097	\$8,137
Boys Volleyball - Head	1	\$10,535	\$10,588	\$10,641
Boys Volleyball - Assistants	2	\$8,057	\$8,097	\$8,137
Girls Volleyball - Head	1	\$10,535	\$10,588	\$10,641
Girls Volleyball - Assistants	2	\$8,057	\$8,097	\$8,137
Wrestling - Head	1	\$10,535	\$10,588	\$10,641
Wrestling - Assistants	2	\$8,057	\$8,097	\$8,137
Strength Training Fall - Head	2	\$3,099	\$3,114	\$3,130
Strength Training Winter - Head	2	\$3,099	\$3,114	\$3,130
Strength Training Spring - Head	2	\$3,099	\$3,114	\$3,130
Strength Training Summer Head @ \$41.94 hrly	1	\$3,099	\$3,114	\$3,130
High School Intramural - Coordinator	1	\$3,099	\$3,114	\$3,130
Intramural Coaches				
44 sessions * 3 seasons @ \$36.70 per session	132	\$4,958	\$4,983	\$5,008

**LIVINGSTON HIGH SCHOOL CO-CURRICULAR
STIPENDS**

Position	# of Positions	2017/2018 Amount	2018/2019 Amount	2019/2020 Amount
Academic Team	1	\$5,578	\$5,605	\$5,634
Affirmative Action Officer	1	\$1,239	\$1,246	\$1,252
Area/Reg/All State Musical Ensemble \$39.78/hour - not to exceed 135 hours	4	\$5,392	\$5,419	\$5,446
AM Wired	1	\$6,197	\$6,228	\$6,259
Marching Band Director - Head	1	\$8,057	\$8,097	\$8,137
Marching Band Director - Assistant	1	\$5,578	\$5,605	\$5,634
Marching Band Tech	1	\$1,239	\$1,246	\$1,252
Color Guard Instructor - Head	1	\$3,099	\$3,114	\$3,130
Color Guard Instructor - Assistant	1	\$2,479	\$2,491	\$2,504
Percussion Instructor	1	\$3,099	\$3,114	\$3,130
Chess Club	1	\$1,239	\$1,246	\$1,252
Class Advisor - Freshmen	2	\$1,859	\$1,868	\$1,878
Class Advisor - Sophomore (2020)	2	\$1,859	\$1,868	\$1,878
Class Advisor - Junior (2019)	2	\$2,479	\$2,491	\$2,504
Class Advisor - Senior (2018)	2	\$3,099	\$3,114	\$3,130
* Computer Lab Extended Hours (Art, Business, Math, Tech & Photoshop) - 2 hours per week, 34 weeks, @ 35.91 per hour not to exceed \$2467	5	\$12,395	\$12,457	\$12,519
Forensics	1	\$3,718	\$3,737	\$3,756
FBLA	2	\$2,479	\$2,491	\$2,504
Gay Straight Alliance	1	\$1,859	\$1,868	\$1,878
Inner Circle Theater	1	\$1,239	\$1,246	\$1,252
Lancer Jazz Band	1	\$3,099	\$3,114	\$3,130

Position	# of Positions	2017/2018 Amount	2018/2019 Amount	2019/2020 Amount
Lab Jazz Band	1	\$2,479	\$2,491	\$2,504
Key Club	2	\$2,479	\$2,491	\$2,504
Lead Teacher PE, WL, Art/Music, Business	4	\$8,057	\$8,097	\$8,137
Leo Club	1	\$1,239	\$1,246	\$1,252
*Inner Voices Magazine	2	\$1,239	\$1,246	\$1,252
Math Team Advisor	1	\$1,859	\$1,868	\$1,878
Mock Trial Advisor	1	\$1,859	\$1,868	\$1,878
Model UN	1	\$1,859	\$1,868	\$1,878
National Art Honor Society	1	\$1,859	\$1,868	\$1,878
National Business Honor Society	1	\$1,239	\$1,246	\$1,252
National Honor Society	1	\$2,479	\$2,491	\$2,504
National Science Honor Society	1	\$1,859	\$1,868	\$1,878
National English Honor Society	1	\$1,239	\$1,246	\$1,252
National Chinese Lang Honor Society	1	\$1,239	\$1,246	\$1,252
National French Lang Honor Society	1	\$1,239	\$1,246	\$1,252
National Italian Lang Honor Society	1	\$1,239	\$1,246	\$1,252
National Spanish Lang Honor Society	1	\$1,239	\$1,246	\$1,252
Newspaper	1	\$6,197	\$6,228	\$6,259
Notations Vocal Ensemble	1	\$2,479	\$2,491	\$2,504
Organization of Student Tutors	1	\$1,859	\$1,868	\$1,878
People Helping People	1	\$1,859	\$1,868	\$1,878
Radio Broadcasting Advisor	1	\$1,859	\$1,868	\$1,878
Robotics	1	\$2,479	\$2,491	\$2,504
Select Chorus Group	1	\$2,479	\$2,491	\$2,504
Senior Buddies (9th Grade mentors)	1	\$2,479	\$2,491	\$2,504
Science League Advisor	1	\$1,239	\$1,246	\$1,252
Science Olympiad Advisor	1	\$1,859	\$1,868	\$1,878
SGA	1	\$3,099	\$3,114	\$3,130

Position	# of Positions	2017/2018 Amount	2018/2019 Amount	2019/2020 Amount
Chamber Orchestra Conductor	1	\$3,718	\$3,737	\$3,756
Tri-M Honor Society	1	\$1,896	\$1,906	\$1,915
Web Master	1	\$2,479	\$2,491	\$2,504
Yearbook	1	\$9,916	\$9,965	\$10,015
Yearbook Business Manager	1	\$2,479	\$2,491	\$2,504
SPRING MUSICAL				
Director	1	\$8,057	\$8,097	\$8,137
Costumes	1	\$1,859	\$1,868	\$1,878
Set Construction	1	\$3,099	\$3,114	\$3,130
Orchestra Prep	1	\$3,099	\$3,114	\$3,130
Music	1	\$4,338	\$4,360	\$4,382
Choreography	1	\$3,099	\$3,114	\$3,130
Publicity	1	\$1,239	\$1,246	\$1,252
FALL DRAMA				
Director	1	\$5,578	\$5,605	\$5,634
Costumes	1	\$1,859	\$1,868	\$1,878
Set Construction	1	\$3,099	\$3,114	\$3,130
Publicity	1	\$1,239	\$1,246	\$1,252
Detention AM/PM		\$24.62	\$24.75	\$24.87
Detention Saturday		\$40.86	\$41.07	\$41.27

ELEMENTARY SCHOOL STIPENDS

Position	# of Positions	2017/2018 Amount	2018/2019 Amount	2019/2020 Amount
Asst to the Principal	1	\$ 4,958	\$ 4,983	\$ 5,008
Safety Patrol Leader	1	\$ 1,239	\$ 1,246	\$ 1,252
Student Council	1	\$ 1,239	\$ 1,246	\$ 1,252
Test Prep	3	\$ 1,438	\$ 1,445	\$ 1,452
3 teachers * 2 hrs * 6 weeks = 36 hrs \$1,432.08 @ \$39.78 per hr				

MT. PLEASANT MIDDLE SCHOOL STIPENDS

Position	# of Positions	2017/2018 Amount	2018/2019 Amount	2019/2020 Amount
Advisory Coord.	1	\$1,859	\$1,868	\$1,878
Computer/AVA	1	\$3,099	\$3,114	\$3,130
Earth Keepers	1	\$1,239	\$1,246	\$1,252
Jazz Band	1	\$1,859	\$1,868	\$1,878
Literary Magazine	1	\$1,859	\$1,868	\$1,878
Math Counts	1	\$1,859	\$1,868	\$1,878
Memory Book	1	\$2,479	\$2,491	\$2,504
Newspaper	1	\$1,239	\$1,246	\$1,252
Select Chorus	1	\$1,859	\$1,868	\$1,878
Select Orchestra	1	\$1,859	\$1,868	\$1,878
Student Council	1	\$1,859	\$1,868	\$1,878
Team Coord.	4	\$3,718	\$3,737	\$3,756
Web Master	1	\$2,479	\$2,491	\$2,504
Intramural Coaches	Not to exceed	\$4,958	\$4,983	\$5,008
amount per season \$36.70 - 44 sessions * 3 seasons	132 sessions @ \$36.70 per session			
Fall Production				
Stage Director	1	\$3,099	\$3,114	\$3,130
Musical Director	1	\$1,239	\$1,246	\$1,252
Set Design	1	\$620	\$623	\$626
House Manager	1	\$620	\$623	\$626

Position	# of Positions	2017/2018 Amount	2018/2019 Amount	2019/2020 Amount
Spring Production				
Stage Director	1	\$1,859	\$1,868	\$1,878
Set Design	1	\$620	\$623	\$626

HERITAGE MIDDLE SCHOOL STIPENDS

Position	# of Positions	2017/2018 Amount	2018/2019 Amount	2019/2020 Amount
Affirm. Action	1	\$ 310	\$ 311	\$ 313
Builders Club	1	\$ 992	\$ 997	\$ 1,002
Classical Literature Book Club	1	\$ 744	\$ 747	\$ 751
Computer /AVA	1	\$ 3,099	\$ 3,114	\$ 3,130
Diversity Club	1	\$ 1,239	\$ 1,246	\$ 1,252
Garden Club	1	\$ 1,239	\$ 1,246	\$ 1,252
Femgineers	1	\$ 1,859	\$ 1,868	\$ 1,878
FBLA	1	\$ 880	\$ 884	\$ 889
Jazz Band	1	\$ 1,859	\$ 1,868	\$ 1,878
Lancer Jazz Band	1	\$ 1,859	\$ 1,868	\$ 1,878
Literary Magazine	1	\$ 1,859	\$ 1,868	\$ 1,878
Math Counts	1	\$ 1,859	\$ 1,868	\$ 1,878
Memory Book	1	\$ 4,958	\$ 4,983	\$ 5,008
Newspaper	1	\$ 1,239	\$ 1,246	\$ 1,252
Science Olympiad	1	\$ 1,859	\$ 1,868	\$ 1,878
Select Chorus	1	\$ 1,859	\$ 1,868	\$ 1,878
Select Orchestra	1	\$ 1,859	\$ 1,868	\$ 1,878
Student Council	1	\$ 2,479	\$ 2,491	\$ 2,504
Team Coord.- Core	8	\$ 3,718	\$ 3,737	\$ 3,756
Team Coord-1 Sp. Ed & 1 Cycle	2	\$ 3,718	\$ 3,737	\$ 3,756
Web Master	1	\$ 2,479	\$ 2,491	\$ 2,504
SPRING MUSICAL				
Director	1	\$ 6,197	\$ 6,228	\$ 6,259
Orchestra	1	\$ 2,479	\$ 2,491	\$ 2,504

Position	# of Positions	2017/2018 Amount	2018/2019 Amount	2019/2020 Amount
FALL DRAMA				
Director	1	\$ 3,099	\$ 3,114	\$ 3,130
Coord.of Intramural (amount *20 hours * 3 seasons)	1	\$ 2,479	\$ 2,491	\$ 2,504
Intramural Coaches amount per session * 95 sessions*3 seasons @ \$36.70	285 hrs			
	Not to exceed	\$ 10,535	\$ 10,588	\$ 10,641
Area/Reg./All State Musical Ensemble not to exceed 136 hours @ \$39.78 per hr	4	\$ 5,392	\$ 5,446	\$ 5,446

DISTRICT STIPENDS

Position	# of Positions	2017/2018 Amount	2018/2019 Amount	2019/2020 Amount
Nurses	1	\$ 4,958	\$ 4,983	\$ 5,008
G&T Coordinator	1	\$ 2,479	\$ 2,491	\$ 2,504
Media	1	\$ 4,958	\$ 4,983	\$ 5,008
Home Economics	1	\$ 3,099	\$ 3,114	\$ 3,130
Coordinator of ESL	1	\$ 4,958	\$ 4,983	\$ 5,008

HOURLY RATES

Summer Curriculum Writing		\$ 48.39	\$ 48.63	\$ 48.88
In House Tutor		\$ 60.00	\$ 60.00	\$ 60.00
Summer Academy - Teacher		\$ 65.00	\$ 60.00	\$ 60.00
Extended School Year-Teacher		\$ 65.00	\$ 60.00	\$ 60.00
Summer Academy & Extended School Year Teacher Assistants		\$ 20.00	\$ 20.00	\$ 20.00

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 Child Date: 9/11/17

Witness: [Signature] Date: 9/11/17

LIVINGSTON EDUCATION ASSOCIATION

By: Jennifer Larsen Date: 9/11/17

Witness: [Signature] Date: 9/11/17