

Contract no. 1262

**BOARD OF EDUCATION
OF THE
LAWRENCE TOWNSHIP SCHOOL DISTRICT**

**AGREEMENT BETWEEN
BOARD OF EDUCATION OF THE LAWRENCE TOWNSHIP SCHOOL DISTRICT
AND
LAWRENCE TOWNSHIP PRINCIPALS' AND
SUPERVISORS' ASSOCIATION**

EFFECTIVE DATE: JULY 1, 1990 THROUGH JUNE 30, 1993

TABLE OF CONTENTS

		Page
Article I	Recognition	1
Article II	Negotiations Procedures	2
Article III	Grievance Procedures	3
Article IV	Association Rights and Privileges	7
Article V	Supervisory Employee Rights	8
Article VI	Evaluations	9
Article VII	Leaves of Absence	10
	A. Sick Leave	
	B. Personal Leave	
	C. Death in Family	
	D. Sickness in Family	
	E. Leave Taken Pursuant to B & D	
	F. Maternity/Child Rearing	
	G. Military	
	H. Leave Without Pay	
	I. Return from Extended Leave	
	J. Additional Leave Without Pay	
	K. Termination of Leave	
Article VIII	Sabbatical Leaves of Absence	13
Article IX	Vacation	16
Article X	Professional Development	17
	A. Professional Dues	
	B. Reimbursement for Tuition	
	C. Loans for Tuition	
Article XI	Insurance Protection	19
	A. Blue Cross/Blue Shield, Rider J, Major Medical	
	B. Dental	
	C. Prescription	
	D. Teachers' Pension and Annuity Fund	
Article XII	Retirement Benefits	20
	A. Payment for Unused Sick Leave	
	B. Medical Coverage	
Article XIII	Transfers, Reassignments and Promotions	21
Article XIV	Miscellaneous	22
Article XV	Management Rights	24
Article XVI	Duration of Agreement	25
Article XVII	Salary and Factors	26

ARTICLE I - RECOGNITION

- A. In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Lawrence Township Principals' and Supervisors' Association, hereinafter known as "the Association", as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified supervisory personnel as defined by law employed by the Lawrence Township Board of Education, hereinafter known as "the Board."

- B. In addition, the following personnel are excluded from this bargaining unit: Superintendent and Central Office Administrators.

- C. Only the term "employee" or "employees" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined; categories of employees shall apply only to those categories mentioned.

ARTICLE II - NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, State of New Jersey, 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 October 1st of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members of the unit as defined, be reduced to writing, signed by the Board and the Association, be ratified by the Association, and be adopted by the Board.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. **Non-Arbitrable Grievances** - A "grievance" is an allegation by an employee covered by this Agreement or the Association, that there has been a violation of Board policies. The Board shall be that last step in this procedure on this type of grievance. These non-contract grievances may not be submitted to binding arbitration.
2. **Arbitrable Grievances** - A grievance is an allegation that there has been a violation of a provision of this Agreement. Such grievances may be submitted through the entire grievance procedure up to and including binding arbitration as the final step in that procedure. Only grievances that deal with violations of the provisions of this Agreement may be submitted to binding arbitration.
3. A "grievant" is an employee who files the grievance or the Association.
4. "Representative" is a person or agent designated to represent either party in this procedure.
5. "Day" means a day when district schools are open for business.
6. "Party in interest" is a person, agent or agency with an interest in the grievance.

B. Procedures

1. Grievances shall be processed promptly and expeditiously.
2. Formal grievances and appeals shall be filed in writing.
3. Communications and decisions concerning formal grievances shall be in writing.
4. A grievant shall be permitted a representative at all levels of the procedure.
5. There may be additional evidence submitted during the grievance process by either party once a grievance has been submitted to the Board.
6. Failure by a grievant to process a grievance within the specified time limits shall render the grievance null and void.

7. Failure by the Board to issue a decision within the special time limits shall render the grievance advanced to the next level.
8. Grievances shall be adjudicated according to the terms of this procedure and the filing, pendency or hearing of any grievance shall not impede the normal management of the work force or operations of any of the activities or functions of the Board, or of the grievant.
9. Forms for grievance processing shall be developed between the parties and shall be mutually agreed upon by the parties and distributed on an as needed basis by either party.
10. The parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
11. Notice of hearings shall be given to the grievant at least five (5) days in advance and such hearings shall be held on mutually agreeable premises.

C. Processing

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

D. Steps of the Grievance Procedure

1. STEP ONE - A grievance, to be considered under this procedure, must be initiated by the grievant within fifteen (15) work days from the time of its occurrence. Any employee covered by this Agreement who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level.
2. STEP TWO- If, as a result of the above discussion, the matter is not resolved satisfactorily within five (5) work days, the grievant shall set forth his/her grievance in writing to the immediate supervisor. Any grievance not submitted on the form provided will

- be considered void and not eligible for resubmission, except it may be resubmitted if the original time limit for submission of grievances has not expired and the grievance is resubmitted within the original time limit on the proper form. The appropriate supervisor shall communicate his/her decision to the grievant in writing within ten (10) work days after receipt of the written grievance.
3. STEP THREE - The grievant, no later than five (5) work days after receipt of the decision in the foregoing step, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made on the form provided, reciting the matter as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as promptly as possible, but within a period not to exceed fifteen (15) work days. The Superintendent shall communicate his/her decision in writing to the grievant and all related papers and evidence shall be attached.
 4. STEP FOUR - If the grievance is not resolved to the grievant's satisfaction, he/she may request, not later than five (5) work days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing to the Superintendent of Schools. All related papers and evidence shall be attached. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant within fifteen (15) working days and, render a decision in writing within fifteen (15) days of receipt of the grievance by the Board.
 5. STEP FIVE - If a decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Association wishes review by a third party, the grievance may be submitted to binding arbitration as long as the grievance concerns a matter that is an allegation that a provision of the contract has been violated. If arbitration is requested, the Association shall notify the Board of Education, within fifteen (15) work days of receipt of the Board's decision in Step Four. The notification to the Board of Education shall be submitted by certified mail to the office of the Superintendent of Schools.

E. Non-Arbitrable Grievances

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

F. The following procedures shall be used to secure the services of an arbitrator:

1. Once the Board of Education has received notification within the time limits stated in paragraph "A" above, the parties shall seek to agree upon an arbitrator to serve. If no agreement can be reached within fifteen (15) working days, the Association may invoke the arbitration selection procedures of the Public Employment Relations Commission (PERC). It is the responsibility of the parties to follow those procedures in determining who shall serve as the arbitrator in each instance.
2. The following rules will be binding on any arbitrator and the parties:
 - (a) The arbitrator must first rule on the arbitrability of the grievance if so requested by either party.
 - (b) The arbitrator shall have no power to add to, subtract from or alter the language of this agreement. He/she will have no power to make an award inconsistent with law and he/she shall have no power to entertain grievances that do not constitute violations of the Agreement. The arbitrator shall rule only on the allegation that a provision of the Agreement has been violated.
 - (c) The arbitrator's decision shall be final and binding on all parties on matters regarding violations of the contract.
 - (d) The cost of the services of the arbitrator shall be shared equally by the parties in interest.

ARTICLE IV- ASSOCIATION RIGHTS AND PRIVILEGES

A. Released Time for Meetings

Whenever it is mutually agreed that any employee participates during working hours in negotiations, grievance proceedings, conference or meetings, that employee shall suffer no loss in pay.

B. Use of School Buildings

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

C. Use of School Equipment

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

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

E. Exclusive Rights

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

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

ARTICLE V - SUPERVISORY EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the parties hereby agree that every employee in the unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations or to refrain from joining or participating in any way. The parties undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey of the Constitution of New Jersey and the United States: that they shall not discriminate against any supervisory employee with respect to hours, wages or any terms or conditions of employment by reason of membership or non-membership in the Association; participation in any activities of the Association or decision to refrain from such activities; collective negotiations with the Board; or institution of or refusal to institute any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Just Cause Provision

No employee shall be disciplined without just cause.

C. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter that may adversely affect the status of his/her employment, the employee shall be given 48 hours prior notice (which will be in written form) of the reasons for such meeting or interview and shall have the right to have (a) representative(s) of the Association and/or attorney present to provide advice and representation during such meeting or interview. Any suspension shall be in accordance with provisions of 18A:25-6 and shall be with pay in compliance with 18A-6-8.3 until formal determination by the Board to certify charges.

D. Criticism of Supervisory Employees

Any criticism of an employee by a supervisor or Board member shall be made in confidence and not in the presence of the employee, parents, students or at a public gathering, unless the employee has requested that the matter be discussed in public.

ARTICLE VI - EVALUATION

A. Recommendations for Improvement

The Board of Education and Superintendent subscribe to the principle that an employee has the right to know the judgement of his supervisor respecting the effectiveness of his/her performance and that, further, the employee is entitled to receive such recommendations for improvement that will assist in increasing the effectiveness of his/her performance.

B. Frequency of Review

Each administrator shall receive no less than one written evaluation per year if tenured, nor less than three (3) written evaluations per year if non-tenured.

C. Evaluation Procedures

1. Copies of Reports

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an employees' personnel file without the employee's signature. Further, each employee shall receive a copy of each written evaluation.

2. Right of Employee to Respond

A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee. At such time, the employee is entitled to have his/her response to the evaluation heard and appended to the evaluation report.

3. Notice of Contract Renewal

Each non-tenured employee shall receive written notice, prior to April 30 of each year, if the Superintendent does not intend to recommend a renewal of contract for the ensuing year.

4. Changes

The evaluation instrument and evaluation procedures shall be reviewed with a committee of administrators prior to any changes being made.

ARTICLE VII - LEAVES OF ABSENCE

A. Sick Leave

1. Ten (10) month employees will be allowed eleven (11) sick leave days per year. Twelve (12) month employees will be allowed thirteen (13) sick leave days per year. Any unused sick leave from one school year may accrue and be used in another school year.
2. A full-time professional employee who has exhausted all of his/her sick leave days provided for in (1) above will be entitled to additional non-accumulative sick leave days in number equal to the total number provided for in (1) above, but not to exceed fifty (50).

B. Personal Leave

Up to three days leave of absence per year for personal matters will be allowed. Unused personal days shall be accumulated as sick days to a total maximum of fifteen (15) days in any year.

C. Death in Family Leave

Up to five (5) days at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, and sister-in-law.

D. Sickness in the Family Leave

Up to two (2) days leave of absence per year will be allowed when personal presence is advisable due to illness of a spouse, parent, grandparent, child, brother, sister or spouse's parents.

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

F. Maternity - Child Rearing

1. All tenured or non-tenured pregnant employees may apply to the Board of Education for a leave of absence without pay and shall be granted that leave at any time before the expected date of birth to a maximum of one (1) full school year. The Board of Education may grant leave of absence to a tenured employee up to (2) full school years or to a non-tenured employee to the end of the contract school year in which that leave is obtained.

2. An employee shall notify her immediate supervisor of her pregnancy as soon as it is medically confirmed. A pregnant employee who anticipates leaving during the school year shall notify the Superintendent in writing as soon as the leaving date is known.
3. The Board of Education shall not remove any tenured or non-tenured employee from her duties during her pregnancy except on one of the following bases:
 - (a) The Board of Education has found that her job performance has noticeably declined.
 - (b) If the basis is for physical condition or capacity:
 - (1) and the pregnant employee cannot produce a certificate from her physician that she is medically able to perform her duties.
 - (2) and the Board of Education's physician and the employee's physician agree that she cannot continue her duties, provided, however, that if there is a difference of medical opinion between the Board's physician and the employee's physician, then the two (2) physicians shall agree in good faith on a third impartial physician who shall examine the employee at the Board's expense and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue performing her duties.
4. Any employee adopting a child may apply to the Board for a leave of absence without pay and shall be granted that leave in accordance with the same provisions applicable to child rearing leave for natural born children.

G. Military Leave

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

H. Leave Without Pay

A leave of absence without pay up to one (1) year may be granted a tenured employee for the purpose of caring for a sick member of the employee's immediate family, which is defined as father, mother, brother, sister, husband, wife, children, father-in-law, mother-in-law, grandmother or

grandfather. The terms and conditions upon which such leave is granted shall be established in each case by recommendation of the Superintendent of Schools and approval by the Board. Employees on such leave shall be excluded from the benefits of sick leave.

- I. Upon return to work from any approved extended leave of absence the employee shall be assigned to the same position assignment formerly held or another similar position within the system at the discretion of the Superintendent.
- J. The Board may grant such additional leaves of absence without pay as it may deem necessary and appropriate.
- K. A registered letter, mailed returned receipt requested, will be sent to the employee by the Superintendent thirty (30) days prior to the termination of leave and the employee involved will be required to notify the Superintendent by registered mail no later than three (3) days after receipt of the letter of the employee's intent to resume his/her employment.

ARTICLE VIII - SABBATICAL LEAVES OF ABSENCE

A. Appropriate Purposes for Sabbatical Leaves of Absence

1. Formal graduate study or approved professional improvement;
2. Independent research undertaken in consultation with the Superintendent;
3. Schedule of travel planned in consultation with the Superintendent;
4. Rest and/or recuperation.

B. Leaves for Study, Research or Professional Improvement

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

C. Leave for Travel

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

D. Leave for Rest and Recuperation

Any professional employee covered by this agreement may, on the recommendation of the Superintendent, be granted by the Board a leave of absence for one (1) semester for rest and recuperation. Requests for this leave will normally be considered only after 20 years of service.

E. Number of Leaves to be Granted to an Individual

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

F. Salary During Sabbatical Leaves

1. Any employees covered by this Agreement on sabbatical leave of absence as defined in A for one-half ($\frac{1}{2}$) year shall be entitled to their contractual salary and benefits during the leave.
2. Any employees covered by this Agreement on sabbatical leave of absence as defined in A for one (1) full year shall be entitled to one-half ($\frac{1}{2}$) their contractual salary. Full benefits for the year will be covered by the Board of Education.
3. Sabbatical leaves may be combined with programs of study, research, writing or travel which are financed by outside non-commercial agencies such as universities or foundations.

G. Application for Sabbatical Leaves of Absence

1. Applications for leaves starting the first semester may be submitted to the Superintendent no later than the first school day of the preceding April.
2. Applications for leave starting the second semester must be submitted to the Superintendent not later than the first school day of the preceding November.

H. Conditions Under Which Sabbatical Leaves of Absence Will Be Granted

1. A sabbatical leave of absence with pay will be granted for only one (1) academic year or one (1) semester's duration.
2. All activities for which leaves are granted must be planned in consultation with the Superintendent. Any major changes in such plans must also be planned in consultation with the Superintendent approved in advance by the Board. Such leaves will be conditional upon obtaining an acceptable replacement.
3. In cases of sabbatical leaves of absence for pursuance of formal graduate study, a minimum of twenty (20) credit points will be required for full-year leaves and ten (10) credit points for one (1) semester leaves. The study must be in courses for which formal college graduate credit is granted. The content of the course pursued should be in the staff member's own field of work in the Lawrence Township Schools or in closely related fields.

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

ARTICLE IX - VACATION

- A. All twelve month LTPSA members shall receive twenty-two (22) days annual vacation per year. In addition these members shall be required to work only one-half ($\frac{1}{2}$) time during the normal winter and spring recess. With the approval of the Superintendent, a 12 month member may elect to work full-time during the specified recesses and thus earn up to the maximum days accrued leave. These days may then be used at some other time during the school year. However, such days must be used during the school year in which they are earned.
- B. Any 12 month employee who is hired during the fiscal year shall receive pro-rated vacation time at the rate of 1.83 days per month of employment prior to the new school year and shall be required to work only one-half ($\frac{1}{2}$) time during the winter and spring recesses.
- C. Any member who dies before the contract period is completed shall have payment for accumulated vacation days paid to his/her estate.
- D. Any member whose employment is terminated or who leaves the district before the contract period is completed shall receive compensation for unused accumulated vacation days.

ARTICLE X - PROFESSIONAL DEVELOPMENT

A. Professional dues

The Board shall pay professional dues for each administrator and supervisor according to the following table:

	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Supervisors	\$375	\$410	\$450
Administrators	\$600	\$660	\$725

B. Reimbursement for Tuition

Administrators are eligible to receive reimbursement for the costs associated with the enrollment in and attendance at approved courses for professional development. To be eligible for reimbursement a course must relate to a member's current assignment or be part of an advanced degree program or provide benefit to the school district. A sum of \$3,000 per year will be provided to cover the costs of approved tuition and expenses.

Reimbursement shall be made to the administrator after submission of proof of the completion of a course(s) and evidence of payment of tuition costs.

Application for reimbursement for tuition and related costs shall be made to the Superintendent by August 30 of the school year in which formal study will be undertaken. In the case of more than one member applying for reimbursement the amount should be divided equally among the applicants. Upon exhaustion of the said amount, administrators may apply for district loans for tuition.

C. Loans for tuition

Administrators with at least one year of service in Lawrence Township are eligible to apply for loans to cover the costs of tuition, books, and fees at an accredited institution where he/she is enrolled in selected courses or in a program of study leading to an advanced degree. Loans will be granted upon recommendation of the Superintendent that completion of the courses of study will make the individual more effective in this school system.

The total loaned to an individual is not to exceed \$2,000 and in no case will more than \$500 be loaned in any given year.

Interest on these loans will be paid at the rate of 3% per annum. The loan, exclusive of interest, will be forgiven, upon successful completion of the course of study, at a rate of 20% per year for a total of five years, as long as the individual remains in the employment of the Board.

If the administrator terminates his/her connection with the Board, the unforgiven part of the loan and any accrued interest must be paid back immediately upon termination.

ARTICLE XI - INSURANCE PROTECTION

- A. "The Board of Education will assume 100% premium payments for Blue Cross-Blue Shield (PACE Series) and Rider J plus 100% Major Medical premiums for all administrators/supervisors and their families as per their selected insurance plan.
- B. The Board will pay the full cost of dental insurance for all administrators/supervisors and their families.
- C. The Board will pay the full cost of the approved prescription plan for all administrators/supervisors and their families.
- D. The Board will pay Contributory Life Insurance Premiums provided through the Teachers' Pension and Annuity Fund for all LTPSA members.

ARTICLE XII - RETIREMENT BENEFITS

A. Unused Sick Leave

1. The Board will pay upon retirement, at the employees daily rate, the following maximums for unused sick leave accrued in the Lawrence Township School District:

	Principals, Ass't. Principals and Directors	Supervisors
1990-91	\$14,168	\$7,041
1991-92	\$16,868	\$9,441
1992-93	\$19,568	\$11,841

2. Such unused sick leave must have been accumulated while working in the Lawrence School district. The daily rate of pay for twelve month administrators equals the annual contractual salary divided by 240 days, for 10 month Supervisors divided by 200 days.

B. Medical Coverage

1. The Board of Education shall pay the full cost of the Blue Cross/Blue Shield Basic Plan, for a period not to exceed three years, to begin the date of retirement, for all LTPSA members employed in the 1989-90 school year.
2. For the retiring LTPSA member with 25 years of participation in the New Jersey State Teachers' Pension and Annuity Plan, medical coverage(Blue Cross/Blue Shield) would be paid for the employee and spouse under the State Plan.
3. The Board of Education shall pay 100% coverage for the current dental and drug prescription plans for the retiree and spouse to the age of 65.

ARTICLE XIII - TRANSFERS, REASSIGNMENTS, AND PROMOTIONS

- A. The parties recognize that the assignment, transfer and promotion of personnel is a management function vested by law exclusively in the Board, and that nothing in this Agreement should be construed to derogate from the power and responsibility of the Board in regard to such matters. In order to assist the Board in performing this function, as well as to make available as many opportunities as possible for voluntary transfers and promotions within the school system, the parties agree to the procedural provisions hereinafter set forth.
- B. Vacancies
1. No later than three (3) weeks before the final date when applications must be submitted, the Superintendent shall deliver to the Association a list of the known vacancies.
 2. Professional employees who desire a change in assignment, may file a written statement of such desire with the Superintendent not later than April 15. Such statement shall include an accurate description of the position(s) to which the professional employee desires to be transferred, in order of preference.
- C. Involuntary Transfers
1. Notice of an involuntary transfer or reassignment shall be given to professional employees as soon as practicable, and, except in cases of emergency, not later than June 1.
 2. An involuntary transfer or reassignment shall be made only after a meeting between the professional employee and the Superintendent, at which time the professional employee shall be notified of the reason thereof.

ARTICLE XIV - MISCELLANEOUS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Whenever any legal notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified mail at the following addresses:
 - 1. If by Association, to Board at 2565 Princeton Pike, Lawrenceville, New Jersey 08648.
 - 2. If by Board, to Association President at home address.
- C. Copies of this Agreement shall be issued at the expense of the Board within thirty (30) days after the Agreement is signed, and presented to all employees now employed, and hereafter employed, by the Board.
- D. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- E. The Board shall have the right to terminate the employment of any employee not under tenure upon written notice of not less than sixty (60) days, except that such notice shall not be required where such termination is made by the Board on grounds permitted by appropriate statutes. An employee may voluntarily cease his/her employment with the Board providing he/she has first given the Board at least sixty (60) days written notice of his/her intention.
- F. Whenever the Administration recommends not to renew the contract of an individual employee not under tenure, the Administration shall give written notice of such intention to the employees as early as possible but in no event later than April 30 of the year in which the contract expires. An employee receiving such notice shall be afforded an opportunity promptly,

upon request, to discuss the matter with the Superintendent of Schools, or his/her designee. Any employee who intends not to renew his/her employment contract with the Board shall give written notice of such intention to the Board as early as possible but in not fewer than sixty (60) days.

- G. Whenever any employee is required to appear before the Board, or any committee thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position of employment or the salary or any increments pertaining thereto then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.
- H. Any newly hired staff member who works less than fifty (50%) percent of the work year as defined by his/her specific job description shall not be entitled to a salary increment in the subsequent year. Any such staff member who works more than fifty (50%) percent of the work year in any school year shall be entitled to a salary increment for the subsequent year, absent Board action withholding same.
- I. The parties agree that for the life of this Agreement, there will be no strikes, slow downs, job actions or work stoppages.
- J. The Board will assume all cost for the printing of this agreement.

ARTICLE XV - MANAGEMENT RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of State law, retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:
- (a) to hire, promote, transfer, assign and retain employees in positions within the school district and for just cause to suspend, demote, discharge or take other disciplinary action against employees;
 - (b) to abolish any such position for reasons of economy or because of reduction in the number of pupils or of change in the reorganization of the district or for other good cause;
 - (c) to maintain the efficiency of the school district operations entrusted them;
 - (d) to determine the means by which such operations are to be conducted; and
 - (e) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. The rights of the Board shall include, but not be limited to, the provisions set forth in this paragraph.
 - (f) To establish and administer (not related to terms and conditions of employment) Board activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Board;
 - (g) to determine areas worked, to control and regulate the use of facilities, supplies, equipment, materials and any other property of the Board.
- B. It is understood by all parties that under the ruling of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

ARTICLE XVI - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1990 and shall continue in full force and effect until June 30, 1993. This Agreement shall not be extended orally and may not be modified in whole or in part except by an instrument in writing, duly executed by both parties.
- B. IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by the President, attested to by its Secretary and its corporate seal to be placed hereon.

LAWRENCE TOWNSHIP
BOARD OF EDUCATION

LAWRENCE TOWNSHIP
PRINCIPALS' AND SUPERVISORS'
ASSOCIATION

President

President

Attest:

Attest:

Secretary

Secretary

ARTICLE XVII - SALARY AND FACTORS

A) - ADMINISTRATORS' SALARY GUIDE

1990-91 STEP	HS PRNCPL	INT&MDL	ELEM	HS VICE	1990-91 ALL OTHER
1	72,774	67,498	65,463	63,855	62,855
2	74,174	68,898	66,663	65,055	64,055
3	75,574	70,298	67,863	66,255	65,255
4	76,974	71,698	69,063	67,455	66,455
5	78,614	73,338	70,503	68,895	67,895

1991-92 STEP	HS PRNCPL	INT&MDL	ELEM	HS VICE	1991-92 ALL OTHER
1	77,968	72,692	71,097	69,489	68,489
2	79,368	74,092	72,297	70,689	69,689
3	80,768	75,492	73,497	71,889	70,889
4	82,168	76,892	74,697	73,089	72,089
5	83,787	78,511	76,116	74,508	73,508

1992-93 STEP	HS PRNCPL	INT&MDL	ELEM	HS VICE	1992-93 ALL OTHER
1	83,718	78,442	77,325	75,717	74,717
2	85,118	79,842	78,525	76,917	75,917
3	86,518	81,242	79,725	78,117	77,117
4	87,918	82,642	80,925	79,317	78,317
5	89,519	84,243	82,326	80,718	79,718

ADMINISTRATORS/SUPERVISORY GUIDE

Longevity	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
15 years	1200	1350	1500
20 years	1300	1650	2000
25 years	1800	2150	2500
30 years	-	-	3000

B) - SUPERVISORS GUIDE

	GROUP I	GROUP II	GROUP III
		<u>1990-1991</u>	
STEP			
1	48,788	49,288	49,788
2	49,788	50,288	50,788
3	50,788	51,288	51,788
4	51,788	52,288	52,788
5	52,788	53,288	53,788

		<u>1991-1992</u>	
STEP			
1	52,891	53,391	53,891
2	53,891	54,391	54,891
3	54,891	55,391	55,891
4	55,891	56,391	56,891
5	56,891	57,391	57,891

		<u>1992-1993</u>	
STEP			
1	57,334	57,834	58,334
2	58,334	58,834	59,334
3	59,334	59,834	60,334
4	60,334	60,834	61,334
5	61,334	61,834	62,334

C) - MISCELLANEOUS PROVISIONS

A. Salary Payment Schedule

1. Employees on a twelve (12) month basis shall be paid in twenty-six (26) bi-weekly installments.
2. Employees on a ten (10) month basis shall be paid in twenty-two (22) bi-weekly installments.
3. When a payday falls on or during a school holiday, ten (10) month employees shall receive their paychecks on the last previous working day. Ten (10) month employees shall receive their final checks for the school year and a list of pay dates for the following year on their last working day in June.
4. When requested by 10 month supervisors, the Board shall deduct 10% of their salary from each of their pay checks. These funds shall be paid to the employees on July 15 of the next fiscal year. All funds so deducted shall be deposited by the business office in an interest bearing account. Whenever interest earnings accrue, they shall be deposited in an account designated the LTPSA Scholarship Fund.

B. In accordance with state statutes, the Board may withhold any increment provided by the Salary Guide and the employee denied an increment to which he/she is otherwise entitled shall have recourse only to the appeals procedures prescribed by such statutes.

C. The Board shall deduct from employees' salaries money for any or all of the following as requested by such employees:

1. Disability and accident insurance.
2. Annuities.
3. Professional Dues.
4. Public Employee Charitable Campaign.
5. United States Savings Bonds.

D. The Board shall contribute \$150 in tax sheltered annuities per year for each Principal, Assistant Principal, and Director. The Board shall make payment in July of each contract year.