

AGREEMENT BETWEEN  
LODI BOARD OF EDUCATION  
AND  
THE LODI EDUCATION ASSOCIATION  
2009 – 2010, 2010 – 2011, 2011 – 2012

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## PREAMBLE

This Agreement entered into this 1<sup>st</sup> day of July, 2009, by and between the **LODI BOARD OF EDUCATION** (hereinafter referred to as the "Board"), and **THE LODI EDUCATION ASSOCIATION OF THE STATE OF NEW JERSEY**, (hereinafter referred to as the "Association"), shall be entered for three (3) years, dated July 1, 2009 to June 30, 2012.

## **W I T N E S S E T H:**

**WHEREAS**, the Board and the Association recognize and declare that providing a quality education for the children of the Lodi School District is their mutual aim and that the character of such education depends predominately upon the quality and morals of the teaching service, and

**WHEREAS**, the Association herewith offers its aid and assistance to the Board in the formulation of programs designed to improve education standards, and

**WHEREAS**, the Board and Association have an obligation, pursuant to Chapter 123, Public Laws 1974, to negotiate with respect to the terms and conditions of employment, and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

**RESOLVED**, in consideration of the following mutual covenants, it is hereby agreed as follows:

# ARTICLE I

## RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certified personnel whether under contract, on leave or employed by the Board, but excluding:

Superintendent of Schools

Principals

Vice Principals

Psychologist

Guidance Director

Guidance Counselors

Supervisor of Guidance

Social Worker

Learning Disability Specialist

Athletic Director

Department Supervisor

Substance Abuse Coordinator

Supervisor of Curriculum and Instruction

Supervisor of Special Services

Other newly created Administrative/Supervisory Positions

Unless otherwise indicated, the term "employee", when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in good-faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall begin not later than January 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to members of the Lodi Education Association, be reduced to writing, signed by the members of the Board's negotiation team and the Association's negotiation team, and presented to the full Board and Association membership for a vote.
  - B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection the following records, data, and information of the Lodi School System: a budget report, an audit report, a complete list of teachers' names, salaries, step on guide, degree, and certification.
  - C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.
  - D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization or individual other than the Association for the duration of this Agreement.
  - E. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the
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knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

- F. A stenographer may be selected to keep minutes of the proceedings, if agreed by both parties; he/she shall not be considered to be part of either negotiating team and the cost of the stenographer shall be shared equally by the Board and the Association.
- G. 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.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. DEFINITION

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or group of employees.

An "aggrieved person" is the person or persons making the claim.

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. PROCEDURE

1. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Since it is important that grievances be processed as rapidly as possible, 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 agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. Level One: Principal

An employee with a grievance shall first discuss it with his/her principal, either directly or through the Association's designated representative, with the objective of resolving the matter within twenty (20) school days of its occurrence or when knowledge of the grievance would reasonably be expected. In the event a grievance is not resolved within five (5) school days of oral presentation, the grievance shall be stated in writing and submitted to the principal no later than ten (10) school days from oral presentation. The written notice of

grievance shall include the date(s) of the alleged grievance, a precise explanation of article(s), policy(ies) and/or administrative decision(s) claimed to be violated, misinterpreted and/or misapplied and by whom. The written explanation shall describe the adverse effect, loss or damage and the remedy sought.

4. Level Two: Superintendent of Schools

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered, the grievance may be submitted in writing to the Superintendent within ten (10) school days of the submission of the written grievance to the Principal. The Superintendent shall schedule a hearing within ten (10) school days of receipt of the grievance.

5. Level Three: Board

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was heard by the Superintendent, he/she may within five (5) school days after a decision by the Superintendent or ten (10) school days after the grievance was heard by the Superintendent, whichever is sooner, refer it to the Board. Within ten (10) school days after receiving the written grievance, the Board shall make arrangements for a meeting to hear and consider the grievance. The Board shall render a decision on the matter within twenty (20) school days after receipt of the grievance.

6. Level Four: Arbitration

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may within twenty (20) school days after the decision by the Board request in writing that the Association submit his/her grievance to arbitration.

Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

The arbitrator so selected shall confer with the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her.

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding with reference to grievances concerning the alleged misapplication, misinterpretation or violation of the Agreement commencing July 1, 2001. Advisory arbitration shall continue to be the final step for all other grievances of Board policy and administrative decisions.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne by the party whom the arbitrator ruled against. If a consent award is agreed to by the parties, costs shall be split. If the complaint is settled, costs shall be split. If the parties disagree as to whom shall pay, the arbitrator shall have authority to assess costs.

Any grievance not answered within the prescribed time limits, at the level of the Superintendent, or the Board of Education, shall be sustained.

#### **A. RIGHTS OF TEACHERS TO REPRESENTATION**

No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the Board of Education by any member of the administration or by any member of the Association against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

#### **B. MISCELLANEOUS**

1. If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance

through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Decisions rendered at Levels One, Two, and Three of the grievance procedure which are unsatisfactory to the aggrieved person shall be in writing setting forth the decision and reasons and shall be transmitted promptly to all parties in interest.
3. 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.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this Article.
5. Beyond Level Three (Board) a grievance will not be processed if it applies to the following:
  - a) In the matters which according to law are beyond the scope of Board authority.
  - b) A complaint of a non-tenure teacher which arises by reason of his/her not being reemployed, unless such non-reemployment is violative of the expressed provisions of this Agreement. It is understood that the arbitrator shall not have the power to award reinstatement.
  - c) Pending the final outcome of a grievance, the aggrieved shall continue under the direction of the Board and/or Administration.

## **ARTICLE IV**

### **TEACHER RIGHTS**

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- C. Whenever any employee is required to appear before the Superintendent, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or 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.
- D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

## **ARTICLE V**

### **ASSOCIATION RIGHTS: PRIVILEGES AND RESPONSIBILITIES**

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information that is in the public domain and is not protected by the Sunshine Law, together with the information which is necessary for the processing of any grievance or in connection with contractual negotiations provided such requests are in writing and specifically describe the information requested.
  
- B. Whenever any representative of the Association or any teacher is mutually required by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.
  
- C. The Association and its representatives shall have access to school buildings at all reasonable hours for meeting provided permission is first obtained from the Superintendent or from the Board Secretary, in the absence of the Superintendent. This permission will not be unreasonably withheld. All officers of the LEA shall be permitted to transact Association business at all reasonable times, provided it does not interfere with or interrupt normal school operations.
  
- D. The Association shall have access to school facilities and equipment, including typewriters, computers/word processors, duplicating machines and all types of audio-visual equipment at reasonable times after first receiving permission from the Superintendent. Permission may not be unreasonably withheld. 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.
  
- E. The Association shall have in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall be assigned adequate space on the bulletin board in the central office for Association notices. The location of Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building Principal prior to such posting.
  
- F. The Association shall have the privilege of making reasonable use of the interschool mail facilities and school mail boxes for distribution of general

Association materials, with full knowledge of the Superintendent and building Principal.

- G. The Board may grant excused absences without the loss of pay to the President of the Association, during his/her term of office to attend meetings, conferences, workshops, and conventions of affiliate associations according to reasonable prior notice and the approval of the Superintendent of Schools.
- H. All orientation programs for new teachers shall be sponsored by the Board. To the extent permitted by Law, the Board shall assume cost.
- I. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.
- J. The provisions of this Agreement are subject to the Statutes and Laws of New Jersey, and shall not annul or modify any Statute or Statutes of this State. If any provision of this Agreement shall be found contrary to the law, that provision shall be considered void, but all other provisions shall continue in full force and effect.
- K. Names and addresses of new teachers shall be released to the LEA as soon as practicable.



## **ARTICLE VI**

### **TEACHER WORK YEAR**

#### **A. IN-SCHOOL WORK YEAR**

1. Ten (10) Month Personnel

The in-school work year for teachers employed on a ten-month basis shall not exceed one hundred eighty-four (184) days, except for teachers new to the Lodi schools who may be required to be in attendance for up to two (2) additional days for orientation purposes. In no event shall past practices regarding the "in-school work year" apply to this contract.

2. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

3. On the last school day before the Thanksgiving and Christmas vacations begin, and the last three (3) days of the school year and election days, said days shall be half-day sessions. All other days shall be full session days.

4. The parent-teacher evening conference day shall be a half-day session for elementary school teachers only. Elementary teachers shall be dismissed at 1:05 P.M. on the district scheduled evening parent-teacher conferences only if they have scheduled conferences that evening. If a teacher does not have any evening conferences scheduled, said teacher shall have a full day schedule. There shall be no more than two parent-teacher evening conference days scheduled per school year.

5. On State Testing Days, Lodi High School and Thomas Jefferson Middle School students shall have a half day session.

## ARTICLE VII

### TEACHING HOURS AND TEACHING LOAD

#### A. TEACHER DAY

##### 1. *Check-In Procedure*

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

##### 2. *Length of the Day*

The arrival and departure time for all teachers shall be as designated in the Time Schedules of this Agreement. On Fridays, and the day immediately preceding Holidays and the day prior to NJEA Convention, teachers may leave their buildings no sooner than five (5) minutes after student dismissal.

##### 3. *Arrival and Dismissal Time*

No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day, and each such teacher may leave twenty (20) minutes after the close of the pupils' school day, except as otherwise designated in the Time Schedules of this Agreement. On Fridays or on the day immediately preceding holidays or vacations, the teachers' day shall end no later than five (5) minutes after the close of the pupils' day. When there is a regularly scheduled meeting, P.T.A., or special meeting of teachers called by the Principal or other Administrators, the above schedule may be varied.

#### A. TEACHING HOURS AND TEACHING LOAD

##### 1. *Student Instruction Period*

A student instruction period means any period during which a teacher is responsible for directing the learning or supervising the behavior of students.

##### 2. *Instructional Planning*

Employees shall provide substitutes with daily, weekly, and/or alternate plans as needed, according to procedures developed by the principal.

### *3. Professional Development*

All teachers have the option to attend four (4) professional meetings per year which may extend to 5:00 P.M. for professional development credits. Schedules of professional development dates must be posted in October of each school year.

### *4. Evening Meetings*

All teachers shall be required to attend one (1) "Back To School" evening and two (2) additional PTA meetings each school year.

#### **A. LUNCH PERIODS**

Effective October 6, 1998, unit members in the elementary schools and Special Area teachers shall assume a thirty (30) minute lunch duty for three (3) consecutive school days when lunch is provided, and will have a thirty (30) minute lunch on those three (3) days when they are assigned duty. On days when they have no duty they shall have a one hour duty free lunch. Teachers shall be assigned three (3) days on, three (3) days off.

This provision does not pertain to school nurses who will receive a fifty (50) minute lunch. In the event the Board determines this new scheduling is not workable, then the unit is entitled to resume the existing practice of a daily forty (40) minute, duty-free lunch.

1. Middle School - 44 minutes
2. High School - 40 minutes

#### **A. EXTRA-CURRICULAR ACTIVITIES**

1. Participation in extra-curricular activities, including athletic activities, which occur outside the regularly scheduled in-school day shall be voluntary.
2. An employee may be assigned to participate in extra-curricular activities which occur during the regularly scheduled in-school work day by the building principal with the exception of those ECAs listed in Schedule B within the prescribed in-school day.

3. Compensated extra-curricular activities are listed in the Appendix with the respective stipends that shall be paid employees performing these responsibilities.

#### **A. FIELD TRIPS**

Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the employees participating in them. Written permission for field trips shall be obtained from the Superintendent through the building principal to guarantee insurance coverage as a school sponsored activity.

Staff participating in overnight field trips shall be compensated as follows: \$150.00 per night not to exceed \$300.00 for the duration of the contract. This reimbursement shall not be applied for athletic activities.

#### **B. CLASSROOM COVERAGE**

1. When a regularly employed elementary classroom teacher is assigned students from another teacher's class for the day, the teacher(s) so assigned shall be compensated by dividing the substitute teacher pay by the number of teachers assigned to substitute for the absent teacher.
2. The Board of Education shall make every effort to provide a substitute for high school, middle school, and elementary school classes including special area substitute for art, gifted K-3, music, physical education, librarian, and speech.
3. When a special subject area teacher is absent and no substitute is available, and any unit member substitutes for a teacher beyond their normal workday, the unit member shall be compensated at the rate of thirty (\$30.00) dollars for the 2009-2010 school year; thirty (\$30.00) dollars for the 2010-2011 school year; and thirty five (\$35.00) dollars for the 2011-2012 school year.
4. Middle School and High School teachers will receive substitution pay for both their duty and preparation period coverages.

#### **A. PREP TIME**

All teachers servicing the elementary schools are guaranteed four (4) prep periods per week in the first year of the contract, and five (5) prep periods per week beginning September, 2002 for the duration of the contract. Teachers shall receive a minimum of thirty (30) minutes for each prep period for the first year of the contract and thirty-five (35) minutes for each prep period for the duration of the contract.

**B. HIGH SCHOOL AND MIDDLE SCHOOL TEACHING LOAD**

High School teachers shall be responsible to teach up to a maximum of six (6) periods per school day with one (1) prep, one (1) duty, and a duty-free lunch period. In the event a teacher teaches five periods or less, an additional duty shall be assigned. High School and Middle School teachers teaching more than five (5) periods in any day are entitled to two (2) additional personal days for a maximum of four (4) personal days in any school year. These personal days shall not be included in the June tally as per Article XXI.

- C.** Middle School teachers shall be responsible to teach up to a maximum of five (5) periods per school day with one (1) prep and one (1) duty for an eight (8) period school day with a duty-free lunch. However, a teacher who teaches six (6) periods shall not be assigned a duty period.

**D. TEACHERS AT TJMS ASSIGNED TO CALL ABSENT STUDENTS**

Teachers at the TJMS assigned to call middle school students during their prep period in order to verify the absence of a student shall be compensated at the current classroom coverage rate. Said assignment shall be upon mutual agreement between the teacher and the building Principal or Vice Principal.

## **ARTICLE VIII**

### **CLASS SIZE**

The Board and the Association recognize that class size has an impact on the learning experiences of children. They shall endeavor insofar as possible to maintain class sizes which are conducive to improving the educational experience and which are consistent with the recommendations of the State Department of Education.

## **ARTICLE IX**

### **SPECIALISTS**

Whenever a specialist is assigned to work with a class, the classroom teacher shall be unassigned for that period of time. Such time shall normally be used in preparation for classes.

Special Area teachers shall be formally evaluated by one principal as assigned by the Superintendent of Schools.

All other principals may informally evaluate the Special Area teachers assigned to their building.

The above shall not pertain to any Special Area teacher on the Intensive Support Plan.

## ARTICLE X

### TEACHER EMPLOYMENT

#### A. CERTIFICATION

1. Notification

Upon employment the Superintendent shall make available to the Association whatever information that is in the public domain and not protected by the Sunshine Law upon request of the Association.

#### A. PLACEMENT ON SALARY SCHEDULE

1. *Initial Placement*

Initial placement on the salary guide shall be negotiated among the prospective employee, Superintendent and the Board. Once guide placement is agreed upon, no claim of credit for previous outside experience shall be honored or paid.

2. *Adjustment to Salary Schedule*

Each teacher shall be placed on his/her proper step of the salary schedule at the beginning of each school year consistent with the provisions stated below. Any teacher employed more than 93 days shall be given credit for a full year's service. Days are defined as actual school days. Any teacher hired on or before February 1<sup>st</sup> shall be given credit for a full year's service and moved to his/her next step the following September.

3. Requests for salary adjustments for teachers achieving a degree change and/or additional credits must be submitted in writing to the Office of the Superintendent of Schools on or before October 15<sup>th</sup> in order for the Board to budget any additional adjustment in salary for the following school year.

Teachers must submit an official transcript confirming the achievement of said degree change and/or additional credits to the Office of the



Superintendent of Schools no later than August 1<sup>st</sup> in order to receive a salary adjustment for the ensuing school year.

## **ARTICLE XI**

### **SALARIES**

#### **A. SALARY SCHEDULE**

The salary guide pertinent to this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

#### **B. METHOD OF PAYMENT**

*1. Ten (10) Month*

Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal payments on a semi-monthly basis.

*2. Summer Pay Plan*

Each teacher may individually elect to have ten (10%) percent of his/her monthly salary deducted from his/her pay. These funds shall be deposited in the South Bergen Teachers' Federal Credit Union.

*3. Exceptions*

When a pay day falls on or during a school holiday, vacation, teachers shall receive their pay checks on the last previous working day.

*4. Final Pay*

Each teacher shall receive his/her final pay and the pay schedule for the following year on his/her last working day in June when all professional obligations are fulfilled.

#### **A. TUITION PLAN**

In order to implement a philosophy of encouraging educational improvement, the Lodi Board of Education shall offer the teachers of the Lodi School System an Educational Credit Payment Plan. The Board of Education shall pay the cost of approved educational credits taken at an accredited institution, subject to the following:

1. Course must be graduate level.

2. Courses to be taken and institutions to be attended must be approved by the Superintendent of Schools prior to registering for these courses.
3. Teacher must earn a grade of "B" or better in order to receive tuition reimbursement.
4. Upon completion of courses, an official transcript must be submitted to the office of the Superintendent of Schools indicating satisfactory completion of courses no later than 90 days after the courses have been completed.
5. The payment shall not include books, registration or student fees, laboratory fees, etc., but is limited to payment for credits only.
6. Payment shall be limited to no more than eighty (\$80.00) dollars in the first year of contract and eighty (\$80.00) in the second and third year per credit for twelve (12) credits maximum per year provided such courses have been satisfactorily completed. Payment shall be made in a reasonable time period.
7. Tuition reimbursement shall be made only after the teacher beings his/her fourth (4th) year under contract. Tuition reimbursement for any credits taken in the first three years of service will not be given.
8. Teachers who are on an unpaid leave of absence for an entire school year shall not be eligible for tuition reimbursement for courses taken during said absence.

## **A. SABBATICAL LEAVE**

### *Purpose:*

Sabbatical leave is a plan designed to help maintain instructional service at the highest level of quality and efficiency. It is a privilege granted to an employee for his/her professional advancement so that he/she may better serve the local school district. A sabbatical leave may be granted to a teacher by the Board for full-time enrollment under the auspices of a recognized university or foundation.

### *Conditions:*

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

1. Any member who is covered by the terms of this Agreement.
2. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than February 15 of the school year preceding the school year for which the sabbatical leave is requested.

3. Requests shall be considered from teachers who have completed seven (7) years' continuous service in the Lodi School System.
4. The applicant agrees to serve at least two (2) years after the expiration of the leave of absence.
5. Salary shall be sixty (60%) per cent of the scheduled salary which a teacher would have received had such leave not been granted.
6. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence and he/she shall be credited with all other benefits for which he/she would have been entitled during the period of his/her leave and continuing thereafter upon his/her return.

A Sabbatical Leave Committee consisting of two (2) Lodi Education Association members, three (3) administrators and two (2) members of the Board may recommend a candidate for leave.

A teacher, upon returning from sabbatical leave, must be required to submit a narrative report to the Superintendent of Schools. This report shall be shared with all staff members who can benefit from same. Staff members returning from a sabbatical leave may also be asked to conduct a staff or in-service workshop. A staff or in-service workshop shall not exceed one in number.

## **ARTICLE XII**

### **TEACHER ASSIGNMENT**

#### **A. ASSIGNMENT CRITERIA**

Barring any unforeseen circumstances, the Superintendent's Office will provide notice to all teachers pertaining to building, class (grade), and subject assignment by mid-August (8/15).

## **ARTICLE XIII**

### **VOLUNTARY TRANSFER AND REASSIGNMENT**

#### **A. FILING REQUESTS**

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which he/she desires to be transferred in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than April 1, and shall describe the benefit such transfer would have for the district. The Superintendent will review all requests for transfers and reassignments. If the Superintendent deems the transfer/reassignment to be in the best interest of the District, the Superintendent will recommend the transfer/reassignment to the Board.

#### **B. NOTICE OF AVAILABLE POSITIONS**

The following language will appear in the Superintendent's Organizational Manual:

The Superintendent will provide to all principals a list of available positions for September of the upcoming school year. Administrators will be directed to make the list available to all teachers.

## **ARTICLE XIV**

### **INVOLUNTARY TRANSFER AND REASSIGNMENTS**

#### **A. NOTICE**

Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable, and in no event, except in cases of emergency as determined by the Superintendent, not later than the last working day in June.

#### **B. MEETING AND APPEAL**

Except for emergency as noted in Paragraph A, Article XIV, an involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the principal, at which time the employee shall be notified of the reason therefore. In the event that an employee objects to the transfer or reassignment, upon the request of the employee, the Superintendent shall meet with him/her and advise the said employee the reasons for the transfer. The employee may at his/her option, have an Association representative present at such meeting with the Superintendent.

**ARTICLE XV**  
**PROMOTIONS**

**A. POSITIONS INCLUDED**

New, vacated and/or promotional positions are defined as follows:

Positions paying a salary differential and/or position on the administrator-supervisory levels of responsibility but not limited to positions as Principal, Vice Principal, Superintendent, and Curriculum Director. All vacancies in promotional positions and pupil personnel positions shall be adequately publicized by the Superintendent in accordance with the following procedure:

*1. Date of Posting*

When school is in session, a notice shall be posted in each school as far in advance as practicable. Ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than five (5) school days before such date. A copy of said notice shall be made available to the Association at the time of posting.

Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.

*2. Application Procedure*

Employees who desire to apply for promotional positions which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer.

**A. CRITERIA FOR NOTICE**

In the situation set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation shall be clearly set forth.

**B. SELECTION PROCEDURE**

All qualified employees shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been



considered. The Superintendent agrees to give due consideration to the professional background and attainments of all applicants, including years of service in Lodi.

**C. SUMMER POSTING**

In the event a position is to be posted during the summer, the Superintendent shall post at the Superintendent's office a list of promotional positions to be filled.

Any teacher who wishes to be informed of said postings shall provide the Superintendent with a stamped, self-addressed envelope for said purpose.

## **ARTICLE XVI**

### **MENTORING**

#### **A. SALARIES AND COMPENSATION**

A teacher serving as a mentor shall receive payment for mentoring role equal to amount of money received by Board of Education from any source for participation in the mentoring program.

#### **B. PROFESSIONAL DEVELOPMENT**

The Board of Education shall provide training for all teachers who serve as mentors before the start of their assignment. Whenever possible, such training shall be scheduled for hours the teacher is required to work. If training is scheduled for other hours, the teacher shall be compensated at the rate of prevailing rate for home instruction. The district shall pay all costs connected with the training, including travel to any out-of-district training site.

#### **C. POSTING**

All vacancies for mentoring positions shall be posted in the school where mentoring takes place as early as the district is aware of its needs. The posting shall include the locally developed qualifications for the position. Superintendent shall determine whether or not the volunteers meet the specific qualifications necessary for a mentoring position. If Superintendent is not satisfied with qualifications of the volunteers, he/she may assign an employee as a mentor. If an employee is involuntarily assigned to a mentoring position, he/she shall not be involuntarily assigned again until all other qualified employees have been assigned. No teacher shall serve as a mentor to more than one (1) provisional teacher at a time.

#### **D. COMMITTEE ON MENTORING**

Superintendent shall convene an annual meeting of mentoring team members for the current school year to evaluate the mentoring programs and to make recommendations to the Superintendent and the Board of Education, where required. Said committee shall not recommend any change in terms and conditions of employment. Committee program members shall include, but not be limited to:

Principal

Curriculum Coordinator

LEA President

Mentor

Provisional Teacher

**E. BOARD OF EDUCATION MENTORING POLICY**

All Board mentoring policies shall be in accordance with N.J.A.C. 6:11-14. N.J.A.C. 6:11-14 shall supersede all language in this Agreement regarding mentoring.

## **ARTICLE XVII**

### **TEACHER EVALUATION**

#### **A. GENERAL CRITERIA**

##### *1. Open Evaluation*

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

##### *2. Copies of Evaluation*

An employee shall be given a copy of any evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. All employees shall be required to sign a completed evaluation form. It is understood that such signature does not necessarily indicate agreement with the contents of the evaluation. Said employee has the right to attach a rebuttal statement to the evaluation.

#### **A. EVALUATION PROCEDURE**

##### *1. Communication*

Prior to any evaluation report, the immediate superior of an employee shall have had appropriate communication, including but not limited to all steps in Paragraph 2 below with said employee regarding his/her performance as an employee.

##### *2. Reports*

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

- a) Such reports shall be issued in the name of the immediate superior based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the employee in a supervisory capacity.
- b) Such reports shall be addressed to the employee.

## **A. PERSONNEL RECORDS**

### *1. File*

Upon request an employee shall have the right, in the presence of an administrator, to review the contents of his/her personnel file. A teacher shall be entitled to have a representative of the Association accompany him/her during such review.

### *2. Derogatory Material*

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

### *3. No Separate File*

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

## **A. TERMINATION OF EMPLOYMENT**

Final evaluation of an employee upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this Article.

## ARTICLE XVIII

### COMPLAINT PROCEDURE

#### A. PROCEDURAL REQUIREMENT

Any complaints regarding an employee made to any member of the administration by a parent, guardian, student or other person which does or may influence evaluation of an employee shall be processed according to the procedure below. The complaint procedure cannot be exercised by an employee. The employee will process complaints through the negotiated grievance procedure.

#### B. MEETING WITH PRINCIPAL OR IMMEDIATE SUPERVISOR

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

#### C. RIGHT TO REPRESENTATION

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

#### D. PROCEDURE

##### *Step 1*

In the event a complaint is unresolved to the satisfaction of all parties, the employee may request a conference with the complainant to attempt to resolve the complaint, in the presence of one's immediate superior. If the complaint is unresolved as a result of such a conference or if no mutually acceptable conference can be agreed on, the complaint shall move to Step 2.

##### *Step 2*

Any complaint unresolved in Paragraph B above may be submitted in writing by the complainant or the employee to the building principal or counterpart supervisor who shall forthwith forward a copy to the Superintendent or his/her designee and the complainant.

##### *Step 3*

Upon receipt of the written complaint, the Superintendent or his/her designee shall confer with all parties either separately or jointly. However, prior to the Superintendent forwarding the results of his/her investigation along with his/her recommendations, he/she shall meet jointly with the parties involved to effect a resolution.

*Step 4*

If the Superintendent or his/her designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant, or the employee, he/she will forward the results of his/her investigation along with his/her recommendation, in writing, to the Board and a copy to all parties concerned.

*Step 5*

After receipt of the findings and recommendations of the Superintendent or his/her designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent or his/her designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

**ARTICLE XIX**  
**TEACHER FACILITIES**

**A. LISTING OF FACILITIES**

Each school shall have the following facilities:

1. Space for each employee within each instructional area in which he/she instructs to store his/her instructional materials and supplies.
2. An appropriately furnished room shall be reserved for exclusive use of employees as a faculty lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, the room shall be cleaned regularly by the custodial staff. However, the custodial staff shall not be responsible for cleaning utensils, dishes, pots, refrigerators or stoves.
3. A serviceable desk and chair for the exclusive use of employees.
4. Adequate chalkboard space in every classroom.
5. Adequate books, paper, pencils, pens, chalk, erasers and other such material required in daily teaching responsibility. Adequate shall be defined as one per student in reference to textbooks and workbooks only, as adopted by the Board.

**A. ANSWERING SERVICE**

The Board agrees to provide an electronic answering service between 7:00 p.m. and 6:30 a.m. for all employees to report unavailability for work. Once an employee has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.



## **ARTICLE XX**

### **SICK LEAVE**

#### **A. ACCUMULATIVE**

All non-tenured employees shall be entitled to ten (10) sick leave days each school year and all tenured employees shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

#### **B. NON-ACCUMULATIVE**

Any employee steadily employed who 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, shall be paid full salary for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary payments made pursuant hereto shall be made for absence during the waiting period and during the period the employee received or was eligible to receive temporary disability benefits under workmen's compensation law. Any amount of salary so paid to the employee shall be reduced by the amount of any workmen's compensation award made for temporary disability (N.J.S.A. 18A:30-2.1).

#### **C. NOTIFICATION OF ACCUMULATION**

Employees shall be given a written accounting of accumulated sick leave days no later than December 1 of each school year.

#### **D. SICK LEAVE REIMBURSEMENT**

Upon the retirement or death of any employee, the Lodi Board of Education shall pay said employee for all unused sick days, up to a maximum of 95 days at the then per diem rate of said employee's salary at the time of retirement or death. Any employee who retires on or prior to July 1, 2009 shall receive the said 115 day reimbursement. Any employee who retires between July 2, 2009 and July 1, 2012 shall receive a maximum of 95 days. Per diem is defined as 1/185 of annual salary at time of retirement or death. In the event of the death of an employee, said monies shall be made payable to his/her estate.

Said monies may be paid by the Board Secretary in the month of July following the employee's retirement or death.

Employees who are employed by the Lodi School District for a period of less than 1,850 days shall not be entitled to the above retirement or death benefit.

## ARTICLE XXI

### TEMPORARY LEAVES OF ABSENCE

#### A. TYPES OF LEAVE

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

*1. Personal*

Two (2) days leave of absence for personal, legal business, household or family matters which requires absence during school hours. Application to the employee's principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under one of the reasons stated in this section. Employees are urged to avoid using personal days during the months of September and June. "The Superintendent's written approval is necessary if the request is for a day or days immediately prior or subsequent to a holiday or vacation, and all requests during the month of June." Any unused personal days shall be converted to sick time and subsequently added to the bank of sick leave.

*2. Professional Days*

Employees will be granted leave for the purpose of visiting other schools or attending meetings or conferences of an educational nature with the discretionary approval of the Superintendent.

*3. Legal*

Time necessary for appearances in any legal proceeding connected with the person's employment or with the school system. This provision shall not apply where an individual has instituted legal action against the Lodi Board of Education, unless the individual prevails in each action. Any teacher required to serve jury duty will be granted the time to serve and return to the Board any and all payment received for jury service.

*4. Death*

Up to four (4) days at any one time in the event of death of any employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, grandfather, stepchild, stepmother, stepfather, stepbrother, stepsister, alternative lifestyle partner, or any other member of the immediate household. One (1) funeral day will be granted for aunt, uncle, and grandparents-in-law. In the event of the death of an employee or student in the Lodi School District, the principal or immediate superior of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral at the discretion of the Superintendent.

The parties agree in principle that those days defined as funeral days shall be granted only on those days when school is in session.

Funeral days shall be granted on work days only, and further shall be granted as follows:

- a) Two days prior to the funeral
- b) The day of the funeral
- c) The fourth funeral day will be a floating day to be taken at the discretion of the employee, up to thirty (30) days after the funeral.

*1. Temporary Military*

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his/her regular pay in addition to any pay which he/she received from the state or federal government.

*2. Board of Education Act of Compassion Clause*

In the event an employee has utilized all of his/her sick leave, because of personal illness, said employee may at his/her discretion appeal to the Board for additional sick leave with pay. The Board shall consider each case individually, and on its merits may grant additional sick leave.

**A. IN ADDITION TO SICK LEAVE**

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

## ARTICLE XXII

### EXTENDED LEAVE OF ABSENCE

#### A. MILITARY

Military leave without pay shall be granted to any tenured teacher who enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

#### B. ANTICIPATED DISABILITY LEAVE

1. Any teacher who anticipates undergoing a state of disability such as, but not limited to, surgery, hospital confinement, medical treatment or pregnancy, may apply for a leave of absence based upon anticipated disability in accordance with provisions hereinafter set forth in which instance such leave of absence shall be chargeable to the sick leave account of said teacher. All teachers covered by the Agreement anticipating a state of disability shall notify the Superintendent through their Principal of the conditions expected to result in disability as soon as the condition which may result in disability is known.
  2. A teacher who desires to continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said teacher produces a statement from his/her physician stating that said teacher is physically capable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the teacher is capable of performing said duties.
  3. Should the Board seek the removal of any teacher who is unable to continue in the performance of his/her duties because of disability, the Board may invoke the appropriate procedures for such removal.
  4. The Board shall not maintain or enforce any policy or practice for removal of any tenured or non-tenured teacher from her teaching duties that is based solely on the fact of pregnancy or a specific number of months of pregnancy, but shall consider and treat each teacher on an individual basis.
  5. The Board may seek to remove any pregnant teacher from her teaching duties on any one of the following bases:
-

**a) Performance**

Her teaching performance has substantially declined from the time immediately prior to her pregnancy.

**b) Physical Incapacity**

Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical incapacity shall be deemed to exist only if:

- 1) the pregnant teacher fails to produce a certification from her physician that she is medically able to continue teaching; or
- 2) the Board of Education's physician and the teacher's physician agree that she cannot continue teaching; or
- 3) following any difference of medical opinion between the Board's physician and the teacher's physician, the Board requires expert consultation, in which case the Bergen County Medical Society shall be requested to appoint an impartial third physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.

1. Any other "just cause" as defined in N.J.S.A. Title 18A and Article IV(C).
2. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the teacher to the Board. Such extensions or reductions shall be granted by the Board for additional reasonable periods of time provided, however, that the Board may alter the requested dates upon finding that such extensions or reductions would substantially interfere with the administration of the school and/or with the education of the pupils, and provided further that such change by the Board is not medically contraindicated. All extensions of such leave shall in any event be subject to the provisions of N.J.S.A. 18A:30-1, et seq., and specifically N.J.S.A. 18A:30-6 and 18A:30-7.

3. These provisions shall not be deemed to impose on the Board any obligation to grant or extend a disability leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained.

#### **A. CHILD REARING LEAVE**

1. In the case of the birth or adoption of a child, any teacher shall have the right to apply for a leave provided herein for child rearing purposes. In cases where both husband and wife are teachers in the school system, only one of said persons may be entitled to such leave.
2. A child rearing leave shall be granted for a period of up to two (2) years.
3. Application for a child rearing leave must be filed at least three (3) months before the anticipated birth or adoption of the child or immediately upon termination of the disability leave. Application deadlines may be waived in cases of sudden emergency or exigency.
4. The teacher shall specify in writing, the date on which he/she wishes to commence the leave and the date on which he/she wishes to return to work.
5. The Board may change the requested dates upon a finding that the granting of such leave for dates requested would substantially interfere with the administration of the school.
6. Following the granting of such leave to any teacher, the commencement or termination dates thereof may be further extended or reduced upon application by the teacher which should be submitted at least three (3) months prior to the desired change by the teacher.
7. Such extension or reduction shall be granted by the Board for an additional, reasonable period of time except that the Board may alter the request based upon finding that such extension or reduction substantially interferes with the administration of the school.
8. When a teacher who has been granted a child rearing leave returns to the system, such teacher may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of said teacher. The purpose of such assignment is not to interfere with or disrupt

the instructional program of the pupils particularly when the pupils may have commenced their instruction with a teacher who was assigned to the pupils at the start of the school year.

9. Anything to the contrary notwithstanding a child rearing leave granted to a non-tenured teacher need not be extended beyond the end of the contract year in which the leave is obtained.
  
10. To be eligible for a subsequent child rearing leave, a teacher must have been actively employed in the district for the full academic year prior to the requested leave.

#### **A. ILLNESS TO THE FAMILY**

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the tenured teacher's immediate family. Additional leave may be granted at the discretion of the Board.

#### **B. RETURN FROM LEAVE**

All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return.

#### **C. EXTENSIONS AND RENEWALS**

All extensions or renewals of leaves shall be applied for and granted or denied in writing. All health benefits will be maintained for the first 12 weeks of leave. Extended leave is available to eligible teachers either through statutes or through the provisions of this Article. The leaves may not be utilized consecutively.



## **ARTICLE XXIII**

### **PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any course, workshops, seminars, conferences, in-service training sessions, or other such sessions which an employee is required and/or requested by the administration to take.

The Board shall grant one-half (1/2) in-service credit towards a B.A. +30 or a M.A. +30 to all participants of Bergen County Education Association's three (3) day Instruction and Professional Development and any professional association recognized by N.J.E.A. Said one-half (1/2) in-service credit shall be given only with certification from the B.C.E.A. or the professional association.

In addition, professional development and educational improvement shall be in compliance with Board Policy No. 3240 and Board Regulation No. 3240R as attached.

## ARTICLE XXIV

### PROTECTION OF EMPLOYEES AND PROPERTY

#### A. UNSAFE AND HAZARDOUS CONDITIONS

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

#### B. REASONABLE FORCE

18A:6-1 - Corporal Punishment of Pupils. No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted corporal punishment upon a pupil attending such school or institution; but any such person may, within the scope of his/her employment, use and apply such amounts of force as is reasonable and necessary:

- 1) to quell a disturbance, threatening physical injury to others
- 2) to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil;
- 3) for the purpose of self-defense; and
- 4) for the protection of persons or property; and such acts, or any of them, shall not be construed to constitute corporal punishment within the meaning and intendment of this section. Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void.

#### A. ACTION BEFORE BOARD OR COMMISSIONER

Whenever any action is brought against an employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his/her employment or salary status, the Board of Education shall reimburse him/her for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the employee as in accordance with state law.

#### B. ASSAULT

1. *Legal Assistance*

The Board shall give full support including legal and other assistance for any assault upon the employee while properly acting in the discharge of his/her duties.

2. *Leave*

When absence arises out of or from such assault or injury, the employee shall be entitled to full salary and other benefits for the period of such absence, but shall not forfeit any sick leave or personal leave.

3. *Reimbursement for Personal Property Damage*

The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his/her duties within the scope of his/her employment.

4. *Medical*

The Board shall reimburse an employee for the cost of medical, surgical or hospital services not covered by hospitalization and surgical insurance providing said injury arises from an assault sustained in the course of his/her employment.

**A. REPORTING ASSAULTS**

1. *Principal or Immediate Superior*

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. *Superintendent*

Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

## ARTICLE XXV

### INSURANCE PROTECTION

#### A. FULL HEALTH CARE COVERAGE

The Board shall provide the Usual Customary Rate Series health-care insurance protection designated below (effective January 1, 1979). The Board shall pay the full premium for each employee and in cases where appropriate for family-plan insurance coverage. The Board shall also pay the full premium for each employee and where appropriate for family plan coverage for Major Medical Insurance.

##### *1. Provisions of Coverage*

Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- a) Hospital room and board and miscellaneous costs
- b) Out-Patient benefits
- c) Laboratory fees, diagnostic expenses, and therapy treatments
- d) Maternity costs
- e) Surgical costs
- f) Major Medical Coverage
- g) Medical emergencies
- h) Eligible dependents to age 23.

##### *1. Carrier(s)*

Pursuant to law, the Board of Education may elect to change medical insurance carrier of health benefits program only if said change provides a plan and coverage which is equal to or better than the current plan in effect 1989-1990, and in no way diminishes or reduces the current level of health insurance protection. The President of the Association shall receive copies of all contracts for review.

*2. Complete Annual Coverage*

For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

*3. Prescription Plan*

Effective July 1, 2009, the Board shall pay full premium for each employee and in cases where appropriate for family plan prescription coverage administered. Said plan shall be changed from \$3.00 co-pay to \$3.00 co-pay for generic prescriptions and \$10 co-pay for brand name prescriptions and expenses incurred by employees for prescriptions shall not be submitted to the Major Medical Program.

*4. Dental Program*

Dental Program shall be increased to Program #3 effective July 1, 1987, and shall continue for each year thereafter. Program #3 of New Jersey Dental Service Plan shall be defined as 90/10 coverage. In addition, the ortho portion of said coverage shall be increased to \$1,250.00. The Board shall continue to pay full premium costs for employee and family.

*5. Description to Teachers*

The Board shall provide to each teacher a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above.

*6. Health Benefits (Section 125 Cafeteria Plan)*

Effective 7/1/08 employees of this bargaining unit shall be entitled to receive compensation for opting out of health insurance coverage in accordance with the Section 125 Cafeteria Plan adopted by the Board of Education on June 25, 2008.

**A. TERMINATION OF LIFE INSURANCE**

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Effective July 1, 2006, Fort Dearborn life insurance policy in the amount of \$2,500 shall be eliminated.

## **ARTICLE XXVI**

### **PERSONAL AND ACADEMIC FREEDOM**

#### **A. CITIZENSHIP**

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

**ARTICLE XXVII**  
**UNIFORM ALLOWANCE FOR NURSES**

District nurses shall receive up to One Hundred Fifty (\$150.00) Dollars for the reimbursement of the purchase of uniforms or lab coats and nursing shoes annually.



## **ARTICLE XXVIII**

### **DEDUCTION FROM SALARY**

#### **A. ASSOCIATION PAYROLL DUES DEDUCTION**

The Board agrees to deduct from the salaries of its employees dues for the Lodi Education Association, the Bergen County Educational Association, the New Jersey Education Association and the National Education Association, as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, NJ Public Laws of 1969 (N.J.S.A. 52:14-15.9(e)) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Lodi Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

#### **B. MEMBERSHIP DUES**

Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

#### **C. TAX SHELTERED ANNUITIES**

The Board shall enroll any individual in either the state or a maximum of two other tax sheltered programs which have been approved by mutual consent.

## **ARTICLE XXIX**

### **MISCELLANEOUS PROVISIONS**

#### **A. NON-DISCRIMINATION**

The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, sexual orientation or marital status.

#### **B. BOARD POLICY**

This Agreement constitutes Board and Association policy for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as Board policy.

#### **C. SAVINGS CLAUSE**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

#### **D. SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to 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.

#### **E. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT**

Any individual contract between the Board and an individual teacher, 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.

## **F. PRINTING AGREEMENT**

A typed copy of this Agreement shall be provided by the Board of Education to the Lodi Education Association. Printed copies of this Agreement shall be the responsibility of the parties requiring said copies.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following address:

1. If by Association, to the Board at:

Lincoln School  
South Main Street  
Lodi, New Jersey

2. If by the Board, to the Association at:

School of L.E.A. President

## **G. MILEAGE REIMBURSEMENT**

Any employee who is required to use his/her personal vehicle within the scope of his/her primary employment shall be reimbursed at the fixed rate in accordance with the "OBM" per mile rate as fixed by State Law. Proper documentation of mileage incurred must accompany all submitted reimbursement requests.

## **H. SIDEBAR AGREEMENT**

Sidebar Agreement Between The Negotiations Teams

Representing The Lodi Education Association and the Lodi Board of Education

Dated December 11, 2008

In the current collective bargaining agreement under Miscellaneous Provisions (p. 53), there is a provision stating that all new hires, after September 1, 1998, shall not be eligible to attain the BA + 30 column of the salary guide. As of the date of this memo, both the Association and the Board are memorializing the names of those employees

who were grandfathered at that time and who will continue to be paid on a BA + 30 until such time that they may have a degree change.

Margaret Grant

Sharon Iwanicki

Maryann Joseph

Ann Lavelle

Denise Palino

William Schroen

Philip Shibilski

For The Board

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For The Association

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## **ARTICLE XXX**

### **BOARD RIGHTS**

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations.
1. To direct employees of the school district;
  2. To hire, promote transfer, assign, and retain employees in positions in the school district, and to suspend, discharge, or take other disciplinary action against employees;
  3. To maintain efficiency of the school district operations entrusted to them;
  4. To determine the methods, means and personnel by which such operations are to be conducted; and
  5. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

## ARTICLE XXXI

### REPRESENTATION FEE

(Retroactive to June 20, 1980)

#### A. PURPOSE OF FEE

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

#### B. AMOUNT OF FEE/NOTIFICATION

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

#### C. DEDUCTION AND TRANSMISSION OF FEES

##### *1. Notification*

On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

##### *2. Payroll Deduction Schedule*

The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

##### *3. Termination of Employment*

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full

amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

*4. Mechanics*

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

*5. Changes*

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

*6. New Employees*

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

**A. INDEMNIFICATION AND SAVE HARMLESS PROVISION**

*1. Liability*

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a) the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and

- b) if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability, and will cooperate fully with the Association in
- c) gathering evidence, securing witnesses, and in all other aspects of said defense.

1. Exception

It is expressly understood that Paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

**A. MEMBERSHIP AVAILABILITY AND DEMAND AND RETURN SYSTEM**

Membership in the Association is available to all employees on an equal basis and the Association shall establish and maintain a demand and return system which complies with the requirement in Section 2(c) and 3 of the Act.



**ARTICLE XXXII**

**DURATION OF AGREEMENT**

**A. DURATION PERIOD**

This agreement between the Board and the Association shall be for three (3), years, dated July 1, 2009 to June 30, 2012. This Agreement shall be effective as of July 1, 2009, and shall continue in effect until June 30, 2012, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated; however, in the event that a successor agreement has not been ratified by the date of the expiration of the Agreement, this Agreement shall continue in full force and effect until a successor Agreement has been completely negotiated and ratified, with the exception of salary, provided that such successor Agreement shall be made retroactive to July 1, 2009.

**B. STATUS OF INCORPORATION**

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries, all on the day and year first above written.

**LODI EDUCATION ASSOCIATION**

**LODI BOARD OF EDUCATION**

BY: \_\_\_\_\_  
Allyson Pontier, President

BY: \_\_\_\_\_  
Carmine DeRosa, Chairperson

BY: \_\_\_\_\_  
Marjorie Breitwieser, Chairperson

BY: \_\_\_\_\_  
Joseph Capizzi, Board Secretary

# LODI PUBLIC SCHOOLS

Lodi, New Jersey

## TIME SCHEDULE

### ELEMENTARY SCHOOL

#### EFFECTIVE SEPTEMBER 1, 2001:

8:30 a.m.	-	Staff Reports
8:40 a.m.	-	Classes Begin
3:20 p.m.	-	Staff Release Time
3:05 p.m.	-	Friday/Release Time and day before holiday

\* \* \* \* \*

#### Effective September 1, 2002:

8:30 a.m.	-	Staff Reports
8:35 a.m.	-	Staff Reports to Classroom
8:40 a.m.		Classes Begin
3:05 p.m.	-	Student Release Time
3:25 p.m.	-	Staff Release Time
3:10 p.m.	-	Staff Friday Release Time and day before vacation/holiday

When there is a regularly scheduled meeting, PTA, or special meetings of teachers called by the Principal or other Administrator/Supervisors, the above schedule may be varied.

All teachers will adhere to the above full-day schedule throughout the school year (184 days) unless specified in contract language.

Upon mutual agreement of both parties, in order to provide an educational program that meets the needs of all students and if the Board of Education determines it to be necessary, the teachers' reporting time and release time shall be staggered due to the scheduling of student instruction.

However, no special area teacher shall be required to work more time than a regular classroom teacher.

**LODI PUBLIC SCHOOLS**

**Lodi, New Jersey**

**TIME SCHEDULE**

**THOMAS JEFFERSON MIDDLE SCHOOL**

**EFFECTIVE SEPTEMBER 1, 2001:**

8:30 a.m.	-	Staff Reports
8:40 a.m.	-	Classes Begin
3:20 p.m.	-	Staff Release Time
3:05 p.m.	-	Friday/Release Time and day before holiday

\* \* \* \* \*

**Effective September 1, 2002:**

8:30 a.m.	-	Staff Reports
8:35 a.m.	-	Staff Reports to Classroom
8:40 a.m.		Classes Begin
3:05 p.m.	-	Student Release Time
3:25 p.m.	-	Staff Release Time
3:10 p.m.	-	Staff Friday Release Time and day before vacation/holiday

Teachers' duty-free lunch period shall remain at 44 minutes in length.

When there is a regularly scheduled meeting, PTA, or special meetings of teachers called by the Principal or other Administrator/Supervisors, the above schedule may be varied.

All teachers will adhere to the above full-day schedule throughout the school year (184 days) unless specified in contract language.

Upon mutual agreement of both parties, in order to provide an educational program that meets the needs of all students and if the Board of Education determines it to be necessary, the teachers' reporting time and release time shall be staggered due to the

scheduling of student instruction. However, no special area teacher shall be required to work more time than a regular classroom teacher.

## **LODI PUBLIC SCHOOLS**

**Lodi, New Jersey**

### **TIME SCHEDULE**

#### **LODI HIGH SCHOOL**

**EFFECTIVE SEPTEMBER 1, 2001:**

8:00 a.m.	-	Staff Reports	_____
2:50 p.m.	-	Staff Release Time	_____
2:42 p.m.	-	Friday/Release Time and day before holiday	_____

When there is a regularly scheduled meeting, PTA, or special meetings of teachers called by the Principal or other Administrator/Supervisors, the above schedule may be varied.

All teachers will adhere to the above full-day schedule throughout the school year (184 days) unless specified in contract language.

Upon mutual agreement of both parties, in order to provide an educational program that meets the needs of all students and if the Board of Education determines it to be necessary, the teachers' reporting time and release time shall be staggered due to the scheduling of student instruction.

However, no special area teacher shall be required to work more time than a regular classroom teacher.

## TEACHERS SALARY GUIDE 2009-2010

<u>STEP</u>	<u>BA</u> <u>09-10</u>	<u>BA+30</u> <u>09-10</u>	<u>MA</u> <u>09-10</u>	<u>MA+30</u> <u>09-10</u>	<u>STEP</u>
1	\$38,154	\$39,002	\$40,359	\$42,224	1
2	\$39,154	\$40,002	\$41,359	\$43,224	2
3	\$40,991	\$41,997	\$43,609	\$45,824	3
4	\$43,283	\$44,539	\$46,215	\$48,523	4
5	\$44,331	\$45,588	\$47,264	\$49,570	5
6	\$45,529	\$46,786	\$48,463	\$50,976	6
7	\$46,575	\$48,072	\$49,508	\$52,234	7
8	\$47,621	\$49,299	\$50,767	\$53,492	8
9	\$48,883	\$50,557	\$52,025	\$54,748	9
10	\$50,137	\$51,814	\$53,283	\$56,215	10
11	\$51,396	\$53,073	\$54,538	\$57,683	11
12	\$52,402	\$54,079	\$55,545	\$58,689	12
13	\$59,694	\$61,480	\$63,271	\$66,619	13
14	\$80,709	\$82,650	\$84,819	\$88,461	14

### LONGEVITY:

- A** The employee shall receive, in addition to his/her salary, \$1600 for longevity in September following the employee's 15th year anniversary date.
- B** An additional \$1600 shall be received in September following the employee's 17th anniversary date.
- C** An additional \$1600 shall be received in September following the employee's 20th year anniversary date.
- D** An additional \$1600 shall be received in September following the employee's 24th year anniversary date.

## TEACHERS SALARY GUIDE 2010-2011

<u>STEP</u>	<u>BA</u> <u>10-11</u>	<u>BA+30</u> <u>10-11</u>	<u>MA</u> <u>10-11</u>	<u>MA+30</u> <u>10-11</u>	<u>STEP</u>
1	\$38,529	\$39,377	\$40,734	\$42,599	1
2	\$39,529	\$40,377	\$41,734	\$43,599	2
3	\$41,366	\$42,372	\$43,984	\$46,199	3
4	\$43,658	\$44,914	\$46,590	\$48,898	4
5	\$44,706	\$45,963	\$47,639	\$49,945	5
6	\$45,904	\$47,161	\$48,838	\$51,351	6
7	\$46,950	\$48,447	\$49,883	\$52,609	7
8	\$47,996	\$49,674	\$51,142	\$53,867	8
9	\$49,258	\$50,932	\$52,400	\$55,123	9
10	\$50,512	\$52,189	\$53,658	\$56,590	10
11	\$51,771	\$53,448	\$54,913	\$58,058	11
12	\$52,777	\$54,454	\$55,920	\$59,064	12
13	\$60,069	\$61,855	\$63,646	\$66,994	13
14	\$82,609	\$84,550	\$86,719	\$90,361	14

### LONGEVITY:

- A** The employee shall receive, in addition to his/her salary, \$1600 for longevity in September following the employee's 15th year anniversary date.
- B** An additional \$1600 shall be received in September following the employee's 17th anniversary date.
- C** An additional \$1600 shall be received in September following the employee's 20th year anniversary date.
- D** An additional \$1600 shall be received in September following the employee's

24th year anniversary date.

## TEACHERS SALARY GUIDE 2011-2012

<u>STEP</u>	<u>BA</u> <u>11-12</u>	<u>BA+30</u> <u>11-12</u>	<u>MA</u> <u>11-12</u>	<u>MA+30</u> <u>11-12</u>	<u>STEP</u>
1	\$38,904	\$39,752	\$41,109	\$42,974	1
2	\$39,904	\$40,752	\$42,109	\$43,974	2
3	\$41,741	\$42,747	\$44,359	\$46,574	3
4	\$44,033	\$45,289	\$46,965	\$49,273	4
5	\$45,081	\$46,338	\$48,014	\$50,320	5
6	\$46,279	\$47,536	\$49,213	\$51,726	6
7	\$47,325	\$48,822	\$50,258	\$52,984	7
8	\$48,371	\$50,049	\$51,517	\$54,242	8
9	\$49,633	\$51,307	\$52,775	\$55,498	9
10	\$50,887	\$52,564	\$54,033	\$56,965	10
11	\$52,146	\$53,823	\$55,288	\$58,433	11
12	\$53,152	\$54,829	\$56,295	\$59,439	12
13	\$60,444	\$62,230	\$64,021	\$67,369	13
14	\$84,509	\$86,450	\$88,619	\$92,261	14

### LONGEVITY:

- The employee shall receive, in addition to his/her salary, \$1600 for longevity in September following the employee's 15th year anniversary date.
- A**
- B** An additional \$1600 shall be received in September following the employee's 17th anniversary date.
- C** An additional \$1600 shall be received in September following the employee's 20th year anniversary date.

- D** An additional \$1600 shall be received in September following the employee's 24th year anniversary date.