

AGREEMENT
between the
LIVINGSTON BOARD OF EDUCATION
and the
LIVINGSTON EDUCATION ASSOCIATION

**For the Period
July 1, 2023 through June 30, 2028**



TABLE OF CONTENTS

Article	Page
PREAMBLE	7
I. NEGOTIATION OF SUCCESSOR AGREEMENT	8
II. ASSOCIATION/INDIVIDUAL RIGHTS AND PRIVILEGES	9
Use of Buildings & Equipment	9
Association Meeting Dates	9
Presidential & Association Release Time	10
Standing Committee Meetings	11
Use of Mailboxes/Inter-District Mail	11
Notice of Vacancies & Promotions	11
Office Space	11
New Positions	11
Staff Manual	12
Communications	12
Conferences	12
III. EMPLOYEE RIGHTS/REPRESENTATION	14
Representation Fee	14
Demand and Return System	14
Save Harmless	14
Notice of Claims	14
Defense of Claims	14
Defense Monitoring	14
Rights to Representation	15
IV. GRIEVANCE PROCEDURE	16
Statement of Purpose	16
Definition of Terms	16
General Principles	16
Stage I	18
Stage II	18
Stage III	20
V. TEACHING STAFF MEMBERS	22
Mentoring	22
Continuing Education	22
Teaching Staff Workday/Year	23
Guaranteed Prep Time	23
Lost Prep Time	25
Duty-Free Lunch	26
Lunch Coverage (Elementary)	27
AM/PM Duty	27

VI.	OBSERVATIONS AND EVALUATIONS	28
	Renewal of Employment	28
	Professional Intervention	28
	Increment/Guide Raise	29
VII.	TEACHING STAFF MEMBER SALARIES	31
	Increments	31
	Advancement	32
	Lateral Movement	33
	Stipends	34
	Longevity	35
	Extra Teaching Assignments	35
	Payment for Required Summer Work/Pensionable	36
	Instructor Stipend/In-Service	37
	Salary Guide Movement	37
	Salary Guides – Certificated Staff	38
	Salary Guides – Non-Certificated Licensed Prof.	43
VIII.	OFFICE SUPPORT STAFF	44
	Full Vacation Rights	44
	10-Month	44
	12-Month	45
	Unusual Dismissal Times	46
	Assignment of Additional Duties	46
	Breaks/Lunches	46
	Workshops	46
	Evaluation Procedures	46
IX.	OFFICE SUPPORT STAFF SALARIES	47
	Increments	47
	Stipends	48
	Longevity	49
	Salary Guides	50
X.	INSTRUCTIONAL SUPPORT STAFF	53
	Early Dismissal	53
	Benefits	53
	Breaks and Lunches	54
	Workshops	54
	Evaluation Procedures	54
	Reduction in Force	55
	Resignation	55

XI.	INSTRUCTIONAL SUPPORT STAFF SALARIES	55
	Increments	55
	Longevity	57
	Salary Guides	58
XII.	SECURITY PERSONNEL	61
	Evaluation Procedures	61
	Stipends	62
	Longevity	62
	Salary Guides	63
XIII.	BUILDINGS AND GROUNDS STAFF	64
	Job Security Clause	64
	Employment Practices	64
	Work Schedule	66
	Full Vacation Rights	67
	Vacation Notice	68
	License Renewal	68
	Black Seal License	68
	Uniforms	68
	Evaluation Procedures	69
	Physicals	70
XIV.	BUILDINGS AND GROUNDS STAFF SALARIES	71
	Increments	71
	Stipends	72
	Salary Payments	73
	Longevity	73
	Salary Guides	74
XV.	BUS DRIVERS AND BUS AIDES	77
	Bus Drivers and Bus Aides	77
	Employment Practices	77
	Work Schedule	78
	License Renewal	78
	Uniforms	78
	Evaluation Practices	78
XVI.	BUS DRIVER SALARIES	80
	Increments	80
	Stipends	81
	Salary Payments	81
	Longevity	82
	Salary Guides	83

XVII.	REIMBURSEMENT FOR STUDY	84
	Terms of Reimbursement	84
	Procedures – Certificated Staff	85
	Procedures – All Other Staff	86
	Payment	87
	Reports	87
XVIII.	INVOLUNTARY TRANSFERS	88
XIX.	HEALTH INSURANCE	89
	Eligibility	89
	Benefits	89
	Waiver of Benefits	91
XX.	LEAVES OF ABSENCES	92
	Personal Illness	92
	Quarantine	93
	Personal Absences	93
	Bereavement	94
	Jury Duty	94
	Maternity	95
	Child Care	96
	Sabbatical	97
XXI.	PAYROLL DEDUCTIONS	99
XXII.	CHILDREN OF STAFF MEMBERS	100
XXIII.	MILEAGE RATE	100
XXIV.	SEPARATION PAY	100
XXV.	STIPEND SCHEDULES	102
	High School Athletics	102
	High School Co-Curricular/Curricular	106
	Heritage Middle School Stipends	110
	Mt. Pleasant Middle School Stipends	112
	District	114
	Elementary School Stipends	114
	Hourly Rates	115
	Archived	116
XXVI.	ENTIRE UNDERSTANDING OF AGREEMENT	117

The Livingston Board of Education and the Livingston Education Association are a team with a mission for Livingston Public Schools: ***Empowering all to learn, create, contribute, and grow.*** Attracting and retaining high quality staff is of paramount importance to achieving this mission as a district. With that in mind, the parties negotiated this agreement in an effort to provide an attractive compensation and benefit package, excellent working conditions and other amenities, and meaningful professional development and growth opportunities for those currently employed as well as those who may join us in the years to come. Together, we are committed to providing a safe and inclusive environment that enables physical, mental, and emotional safety and wellness for all. Here, staff members are empowered to use their knowledge, skills, and experiences to create connections, solve problems, and foster interests for the betterment of themselves, their students, and the greater school community.

PREAMBLE

THIS AGREEMENT is made and entered into this 25th day of April, Two Thousand and Twenty-Three BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF LIVINGSTON, ESSEX COUNTY, NEW JERSEY, hereafter the "Board;" and THE LIVINGSTON EDUCATION ASSOCIATION, hereafter the "Association;"

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

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

**ARTICLE I
NEGOTIATION OF SUCCESSOR AGREEMENT**

I. Collective Negotiations

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than the time prescribed by law. Both parties shall have representatives meet to negotiate at mutually agreed upon times. Each party shall submit to the other, at least 3 days prior to any meeting, pertinent materials on matters to be discussed; however, this time limit may be waived by mutual consent. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by both parties.

II. Modifications

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

III. Printing the Agreement

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

IV. Duration of Agreement

THIS AGREEMENT dated April 25, 2023 shall be in full force and effect without change from July 1, 2023 through June 30, 2028.

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

I. Use of Buildings and Equipment

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

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

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

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

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

II. Association Meeting Dates

A. General Meetings

1. The LEA will hold five monthly meetings and shall be granted time at the end of building meetings in the other five months. No other meetings will be scheduled at that time. The district may hold up to 25 meetings per school, year with the ability to schedule additional meetings for unusual circumstances as needed. Meetings may be held on the first, second or fourth Mondays of each month, and Association meetings shall normally be held on the third Monday. If a half p.m. professional development day is utilized, one hour may be tacked on to that day to ensure a full professional development session. The half day need not be scheduled on a Monday. The half day professional development tack on days shall reduce the 25 meetings mentioned above.

2. On Association meeting days, all officers and members may leave their buildings 10 minutes after student dismissal time to attend the meetings. Attendance at such meetings shall be the sole responsibility of the party calling the meeting.
3. Support Staff Attendance: Support staff shall be eligible to attend these meetings so long as the following coverage is provided:
 - a. Elementary: one secretary in each building.
 - b. High school and middle schools: one secretary in the school counseling office and one secretary in the general office.
 - c. In an emergent situation where the administration determines that service is required, it is understood and agreed that the administration's authority to assign is retained.

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

III. Presidential/Association Release Time

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

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

The Association may request, in writing through the Superintendent, approval by the Board of Education, of up to a total of fourteen (14) days of release time each year for members of the Association.

IV. Standing Committee Meetings

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

V. Use Of Mailboxes/Inter-District Mail

The Association shall have reasonable use of school mailboxes and inter-district mail without prior restraint for purposes of keeping its membership informed of Association activities. The Association shall also have the right to use the email systems of the district to communicate with their members regarding collective negotiations, the administration of agreements, investigation of grievances and other workplace-related complaints and issues and internal union matters involving the governance or business of the union.

VI. Notice of Vacancy and Promotions

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

B. Should a vacancy or promotional opportunity occur, all employees will be notified.

VII. Office Space

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

VIII. New Positions

In the event that new positions are created and approved by the Board subsequent to the completion of negotiations, or changes in a position occur during the year, the Association

shall have the right to negotiate the terms and conditions of employment and compensation for said position(s) with the Board. Such negotiations will be initiated at the Superintendent - LEA Liaison meeting. All such items will be discussed with the LEA negotiations team and the terms and conditions of employment with respect to the position will be resolved as quickly as possible.

IX. Staff Manual

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

X. Communications

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

XI. Conferences

A. Superintendent - LEA Liaison

1. Purpose

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

2. Procedure

- a. Meetings shall be scheduled on a regular monthly basis with the date to be determined by the LEA president and the superintendent. If either party cannot meet at the prescribed time, the meeting will be rescheduled at the earliest possible date.
- b. Written agendas shall be prepared and distributed at least one day prior to the meeting and will contain items submitted by both sides. All items on the agenda will be discussed.
- c. Membership attending these meetings shall be comprised of no more than seven (7) representatives as designated by the LEA president and no more than seven (7) representatives as designated by the superintendent.

B. Conference with Board

1. Purpose

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

2. Meetings

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

**ARTICLE III
EMPLOYEE RIGHTS/REPRESENTATION**

I. Representation Fee

Based upon the Janus ruling, the Association can no longer collect a representation fee for nonmembers. Should the ruling no longer be in effect, the Board and the Association agree that the Association is authorized to collect a representation fee from nonmembers, equal to 85% of the annual Association dues, through automatic payroll deduction.

II. Demand and Return System

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

III. Save Harmless

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

IV. Notice of Claims

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

V. Defense of Claims

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

VI. Defense Monitoring

The Board may monitor the defense by the Association.

VII. Rights to Representation

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

ARTICLE IV GRIEVANCE PROCEDURE

I. Statement of Purpose

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

II. Definition of Terms

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

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

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

III. General Principles

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

B. Except at Stage III, all discussions, meetings, and conferences shall, insofar as practicable, be conducted during

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

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

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

E. This procedure generally provides for three (3) stages of action, and in case of most employees it will operate at all stages. However, in the instance of some employees and by reason of their position within the organizational scheme prevailing in this district, Stage I in the procedure may be eliminated. No employee shall pursue a formal grievance with a member of the same collective bargaining unit.

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

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

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

IV. Stage I

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

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

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

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

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

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

V. Stage II

A. In the event that the aggrieved is not satisfied with the determination arrived at in Stage I, the Grievance Chairperson shall file a written petition with the superintendent. This petition shall be filed within fifteen (15) working days from the receipt of notice of the determination arrived at in Stage I, and he/she shall deliver a copy of his/her petition to the administrator who

made the determination at the Stage I level. Failure to petition within the fifteen (15) working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage I determination.

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

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

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

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

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

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

F. In an effort to expedite the process involving an Association grievance at stage II, two (2) representatives of the superintendent's office, two (2) representatives of the Association, and the superintendent will hold an informal hearing on the merits of the grievance, receive information from the parties involved and attempt to resolve the grievance to the satisfaction of all parties.

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

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

VI. Stage III

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

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

1. An incorporation by reference of the Stage II petition and answer, copies of which shall be delivered to the Board secretary.
2. The date upon which the aggrieved was informed of the Stage II determination.
3. Any additional matters not otherwise set forth in the

Stage II petition which the aggrieved wishes to call to the attention of the Board.

4. A description of the action requested to be taken or the relief requested to be granted by or from the Board.
5. The signature of the aggrieved shall constitute a certification of the above delineated items.

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

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

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

ARTICLE V TEACHING STAFF MEMBERS

I. Mentoring

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

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

The district will make every attempt not to ask a teacher to mentor more than one (1) provisional teacher at a time.

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

II. Continuing Education

The Board will continue to make every effort to provide sufficient opportunities through workshops, conferences, staff development training, and in-service courses to meet the necessary allotment for the employees' attainment of the twenty (20) hour per year requirement. These opportunities will be available either during the normal school day or after school at faculty and/or department meeting or formal staff development in-service courses. Hours earned during the normal school day or at faculty and/or department meetings will only count for continuing education credits and not toward advancement on the salary guide.

All in-service courses will qualify for continuing education credits as approved by the Professional Teaching Standards Board (P.T.S.B.) and in accordance with each employee's P.D.P. All college courses will qualify for continuing education credits as approved by the P.T.S.B. and in accordance with each employee's P.D.P. Only approved graduate level courses will count towards advancement on the salary guide. The

Board will continue to reimburse for graduate level college courses and pay for any pre-approved out of district workshops, seminars, or conferences (registration fees, transportation, etc.) even though these may count as continuing education credit. The association and administration will develop a method for maintaining and verifying credit hours earned. In-District credits earned prior to the effective date July 1, 2011 of N.J.S.A. 18A:6-8.5 may be applied and used for advancement on the salary guide.

All non-tenured certificated staff members may be assigned up to ten (10) hours of professional development per year for their first four (4) years. Professional development will be offered by the District outside of regular school hours/days. These hours are in addition to any State mandated training or requirements.

III. Teaching Staff Workday/Year

The school calendar will consist of 184 days in 2023-2024 (180 school days and 4 professional development days) and 183 beginning in 2024-2025 (180 school days and 3 professional development days) for certificated teaching staff, teaching assistants, instructional aides, and kindergarten aides. The day before Thanksgiving shall be considered an early dismissal day. The day prior to the winter holiday break shall be considered an early dismissal day when it falls on a weekday.

The Board shall be able to conduct five (5) professional development sessions on the third Monday of the month. The Board and the LEA shall collaborate in advance to schedule the dates for the five (5) sessions. The sessions shall not exceed one hour in length.

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

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

IV. Guaranteed Prep Time

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

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

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

- a. Elementary specialists may be assigned up to 33 periods (a period constitutes either 43 minutes for K-5 PE and Developmental PE or 60 minutes (two 30-minute class sessions) for Pre-K PE and Adaptive PE), in a five-day cycle. There will not be any circumstances in which an elementary PE teacher assigned to Pre-K or Adaptive PE periods teach more instructional minutes weekly than one who teaches a regular schedule.
- b. Compensation for extra teaching assignments shall be applicable to elementary specialists if they are assigned to teach sections in excess of those stated above.
- c. Shared elementary specialists will be home based at the building they are scheduled for on Mondays for staff meetings as well as district and building level responsibilities.
- d. If an elementary specialist is assigned to teach in more than one elementary school per day that individual shall be provided with a period to travel from building to building.
- e. Building responsibilities may be assigned to or requested of elementary specialists only on days which they are assigned to teach fewer than seven periods in a day.
- f. Elementary specialists, who as a part of the schedule, teach classes prior to the start of the official school day should not be scheduled for a teaching assignment during the last period of the day to the extent possible and may be dismissed early on that day (up to the equivalent of one period) or another arrangement may be made in collaboration with their building principal.

- g. Elementary Media Specialists shall have one-half day per week allocated to administrative duties.
- h. To the extent possible, K-8 Principals will design a master schedule that reduces the possibility of teaching more than four (4) consecutive periods in a row. This will not apply to anyone who teaches an extra period assignment. This matter will not be subject to the grievance process.

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

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

V. Lost Prep Time

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

When a staff member assumes an extra teaching assignment that results in no breaks for the teaching staff member on a given day, that staff member may put in for a missed prep and be paid with prior approval of the principal.

A. Compensatory Time Options

1. Sign out at student dismissal time.
2. Late sign in if the teacher's schedule permits.
3. If a staff member at LHS misses an on-call period, compensatory time options may be utilized provided all other responsibilities are completed.

B. Teacher Coverage

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

After five (5) consecutive days covering the same assignment, certificated staff will be eligible to receive the higher rate of 20% of their salary or 20% of BA Step 8, whichever is lower.

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

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

VI. Duty-Free Lunch

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

VII. Lunch Coverage (Elementary)

A. Purpose

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

B. Emergency Duty

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

VIII. AM/PM Duty

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

ARTICLE VI OBSERVATIONS AND EVALUATIONS

Observations and evaluations are completed in accordance with the district's evaluation framework for professional practice and State Law. Employees may locate regulations and timeframes on the employee portal.

I. Renewal of Employment

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

II. Professional Intervention

If it is determined that a non-tenured certified staff member's performance is unsatisfactory, a warning will be issued by the superintendent or his/her designee by February 15th. If the individual issued the warning does not remediate the concerns identified within sixty (60) calendar days, the individual may be (1) advised that his/her employment for the following year may not be renewed or (2) he/she may be placed on a more formal **Corrective Action Plan** for the balance of the current school year and/or for the following school year.

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

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

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

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

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

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

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

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

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

III. Increment/Guide Raise

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

1. Violations of law, Board policies and/or school district rules and regulations.

2. A record of an excessive and unusual pattern of attendance that undermines the effectiveness and reliability of the certified staff member.
3. For inefficiency or other good cause pursuant to N.J.S.A. 18A:29-14.

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

**ARTICLE VII
TEACHING STAFF MEMBER SALARIES**

I. Increments

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

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

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

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

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

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

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

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

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

II. Advancement

A. The teacher's salary guide provides for seven levels of professional training:

1. B Bachelor's Degree
2. B+16 Bachelor's Degree+16 approved credits
3. B+32 Bachelor's Degree+32 approved credits
4. M Master's Degree
5. M+16 Master's Degree+16 approved credits
6. M+32 Master's Degree+32 approved credits
7. D Doctorate Degree

Certificated employees hired prior to 6/30/2023 may move laterally across all guides as provided below.

Certificated employees hired on or after 7/1/2023 are only eligible for lateral movement to the MA, 2MA (MA+32 when a degree has been conferred), and D salary guide columns.

B. In the entire range of credits given for work beyond the bachelor's degree, from levels 2 through 7 above, only six (6) undergraduate credits may be applied.

1. All credits must be approved in advance and in writing by the superintendent or his/her designee, with a copy in the teacher's folder.
2. Courses already taken will be evaluated by the superintendent or his/her designee for consideration toward advancement on the salary schedule.

C. Advancement on the salary schedule will be effective September 1 of the contract year for courses completed by the end of the previous summer.

III. Lateral Movement

A. Lateral moves will be effective September 1.

B. Guidelines:

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

C. Procedure

1. Written notification of an anticipated salary level change shall be directed to the superintendent stating current and future salary level.
2. In order to ensure proper budgeting, notification must be submitted by November 1st in the school year prior to the contemplated change. At the time of notification, a copy of all transcripts to date should be on file. If notification is not possible by November 1st, it shall be made as soon thereafter as is practicable.
3. Prior to a lateral move being approved by the Board, the employee shall submit written proof which demonstrates the employee's courses satisfy the criteria for lateral advancement to the manager of human resources. Written proof shall include, but not be limited to, an official transcript from the duly authorized institution, a course guide, and proof of the duly authorized institution's accreditation.
4. Proof of attainment of a higher salary status must be submitted to the superintendent or his/her designee before August 31 for a September 1 lateral move.
5. If for any reason this procedure cannot be followed, a request for an extension of time should be sent in writing to the director of human resources.

IV. Stipends

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

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

C. Any change in a stipend must be negotiated.

V. Longevity

Longevity payments are as follows:

Years of Service In District	July 1, 2023-June 30, 2028
15 Years	2,540
20 Years	3,690
25 Years	4,740
30 Years	5,490

15 years means an employee must have an aggregate of 15 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

20 years means an employee must have an aggregate of 20 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

25 years means an employee must have an aggregate of 25 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

30 years means an employee must have an aggregate of 30 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

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

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

VI. Extra Teaching Assignments

The compensation paid to a certificated staff member for teaching an additional period shall be 20% of the individual's salary to a maximum of 20% of BA Step 8 for a full year course. Payment for any additional assignment less than one (1) full year shall be prorated accordingly and shall not be deemed pensionable.

The availability of extra teaching assignments may vary from year to year. The absence or unavailability of an extra teaching assignment resulting in the loss of the extra compensation for teaching an extra teaching assignment in any given year shall not be deemed a reduction of salary of a certificated staff member.

After five (5) consecutive days covering the same assignment, certificated staff will be eligible to receive the higher rate of 20% of their salary or 20% of BA Step 8, whichever is lower.

VII. Payment for Required Summer Work/Pensionable

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

In years where there are not three (3) professional development days scheduled prior to the start of school on a published calendar, School Nurses shall be able to work up to two (2) days prior to the start of school, at their per diem rate, to collect medications and meet with parents.

District Technology Coaches shall work up to three (3) summer days. Two (2) of the days shall be during the Livingston Induction of Valued Educators (L.I.V.E.) week and the other shall be scheduled with the mutual agreement of the parties.

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

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

VIII. Instructor Stipend/In-Service

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

IX. Teacher Salary Guides - Movement

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

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

Certificated employees hired prior to 6/30/2023 may move laterally across all guides as provided below.

Certificated employees hired on or after 7/1/2023 are only eligible for lateral movement to the MA, 2MA (MA+32 when a degree has been conferred), and D salary guide columns.

2023-2024 SALARY GUIDES

Step	BA	BA+16	BA+32	MA	MA+16	MA+32 2MA/ MS*	PhD/ Doc
1	55,075	57,075	59,630	63,075	67,075	68,675	72,075
2	55,775	57,775	60,330	63,775	67,775	69,375	72,775
3-4	56,475	58,475	61,030	64,475	68,475	70,075	73,475
5	57,175	59,175	61,730	65,175	69,175	70,775	74,175
6	57,925	59,925	62,480	65,925	69,925	72,375	75,375
7	58,825	60,825	63,380	66,825	70,825	73,275	76,275
8	61,625	63,625	66,180	69,625	73,625	76,075	79,075
9	65,525	67,525	70,080	73,525	77,525	79,975	82,975
10	69,525	71,525	74,080	77,525	81,525	84,175	87,175
11	73,525	75,525	78,080	81,525	85,525	88,575	91,575
12	77,575	79,575	82,130	85,575	89,575	93,075	96,075
13	81,625	83,625	86,180	89,625	93,625	97,575	100,575
14	85,675	87,675	90,230	93,675	97,675	101,975	104,975
15	89,175	91,175	93,730	97,175	101,175	105,475	108,475
16	93,100	95,100	97,655	101,100	105,100	109,400	112,400
17						115,008	118,118

***Employees hired on or after 7/1/2023 only have access to the BA, MA, 2MA (not MA+32) or D guides for salary placement and lateral movement.**

2024-2025 SALARY GUIDES

Step	BA	BA+16	BA+32	MA	MA+16	MA+32 2MA/ MS*	PhD/ Doc
1	55,390	57,390	59,945	63,390	67,390	68,990	72,390
2	56,090	58,090	60,645	64,090	68,090	69,690	73,090
3	57,090	59,090	61,645	65,090	69,090	70,690	74,090
4-5	58,090	60,090	62,645	66,090	70,090	71,690	75,090
6	59,090	61,090	63,645	67,090	71,090	73,540	76,540
7	60,090	62,090	64,645	68,090	72,090	74,540	77,540
8	62,790	64,790	67,345	70,790	74,790	77,240	80,240
9	66,490	68,490	71,045	74,490	78,490	80,940	83,940
10	70,490	72,490	75,045	78,490	82,490	85,140	88,140
11	74,490	76,490	79,045	82,490	86,490	89,540	92,540
12	78,490	80,490	83,045	86,490	90,490	93,990	96,990
13	82,490	84,490	87,045	90,490	94,490	98,440	101,440
14	86,490	88,490	91,045	94,490	98,490	102,790	105,790
15	90,000	92,000	94,555	98,000	102,000	106,300	109,300
16	93,700	95,700	98,255	101,700	105,700	110,000	113,000
17						115,608	118,718

***Employees hired on or after 7/1/2023 only have access to the BA, MA, 2MA (not MA+32) or D guides for salary placement and lateral movement.**

2025-2026 SALARY GUIDES

Step	BA	BA+16	BA+32	MA	MA+16	MA+32 2MA/ MS*	PhD/ Doc
1	56,568	58,568	61,568	64,568	68,568	70,168	73,568
2	57,568	59,568	62,568	65,568	69,568	71,168	74,568
3	58,568	60,568	63,568	66,568	70,568	72,168	75,568
4	59,568	61,568	64,568	67,568	71,568	73,168	76,568
5-6	60,568	62,568	65,568	68,568	72,568	75,018	78,018
7	61,568	63,568	66,568	69,568	73,568	76,018	79,018
8	64,068	66,068	69,068	72,068	76,068	78,518	81,518
9	67,568	69,568	72,568	75,568	79,568	82,018	85,018
10	71,368	73,368	76,368	79,368	83,368	86,018	89,018
11	75,200	77,200	80,200	83,200	87,200	90,250	93,250
12	79,100	81,100	84,100	87,100	91,100	94,600	97,600
13	83,000	85,000	88,000	91,000	95,000	98,950	101,950
14	86,900	88,900	91,900	94,900	98,900	103,200	106,200
15	90,800	92,800	95,800	98,800	102,800	107,100	110,100
16	94,700	96,700	99,700	102,700	106,700	111,000	114,000
17						116,608	119,718

***Employees hired on or after 7/1/2023 only have access to the BA, MA, 2MA (not MA+32) or D guides for salary placement and lateral movement.**

2026-2027 SALARY GUIDES

Step	BA	BA+16	BA+32	MA	MA+16	MA+32 2MA/ MS*	PhD/ Doc
1	58,401	60,401	63,401	66,401	70,401	74,401	75,401
2	59,401	61,401	64,401	67,401	71,401	75,401	76,401
3	60,401	62,401	65,401	68,401	72,401	76,401	77,401
4	61,401	63,401	66,401	69,401	73,401	77,401	78,401
5	62,401	64,401	67,401	70,401	74,401	78,401	79,851
6-7	63,401	65,401	68,401	71,401	75,401	79,401	80,851
8	65,801	67,801	70,801	73,801	77,801	81,801	83,251
9	69,225	71,225	74,225	77,225	81,225	85,225	86,675
10	73,025	75,025	78,025	81,025	85,025	89,025	90,675
11	76,825	78,825	81,825	84,825	88,825	92,825	94,875
12	80,625	82,625	85,625	88,625	92,625	96,625	99,125
13	84,425	86,425	89,425	92,425	96,425	100,425	103,375
14	88,200	90,200	93,200	96,200	100,200	104,200	107,500
15	91,950	93,950	96,950	99,950	103,950	107,950	111,250
16	95,700	97,700	100,700	103,700	107,700	111,700	115,000
17						117,608	120,718

***Employees hired on or after 7/1/2023 only have access to the BA, MA, 2MA (not MA+32) or D guides for salary placement and lateral movement.**

2027-2028 SALARY GUIDES

Step	BA	BA+16	BA+32	MA	MA+16	MA+32 2MA/ MS*	PhD/ Doc
1-2	60,276	62,276	65,276	68,276	72,276	76,276	79,276
3	61,476	63,476	66,476	69,476	73,476	77,476	80,476
4	62,676	64,676	67,676	70,676	74,676	78,676	81,676
5	63,876	65,876	68,876	71,876	75,876	79,876	82,876
6	65,076	67,076	70,076	73,076	77,076	81,076	84,076
7-8	67,476	69,476	72,476	75,476	79,476	83,476	86,476
9	70,926	72,926	75,926	78,926	82,926	86,926	89,926
10	74,676	76,676	79,676	82,676	86,676	90,676	93,676
11	78,426	80,426	83,426	86,426	90,426	94,426	97,426
12	82,176	84,176	87,176	90,176	94,176	98,176	101,176
13	85,926	87,926	90,926	93,926	97,926	101,926	104,926
14	89,676	91,676	94,676	97,676	101,676	105,676	108,676
15	93,426	95,426	98,426	101,426	105,426	109,426	112,426
16	97,151	99,151	102,151	105,151	109,151	113,151	116,151
17						119,059	122,169

***Employees hired on or after 7/1/2023 only have access to the BA, MA, 2MA (not MA+32) or D guides for salary placement and lateral movement.**

GUIDES FOR NON-CERTIFICATED LICENSED PROFESSIONALS*

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
1	51,527	51,927	51,927	53,879	55,786
2	54,445	54,677	54,677	56,379	58,536
3	57,784	57,427	57,427	58,879	61,286
4	61,536	60,177	60,177	61,379	64,036
5	65,708	62,927	62,927	63,879	66,786
6	70,367	65,677	65,677	66,629	69,536
7	70,499	68,427	68,427	69,379	72,286
8	71,499	71,177	71,177	72,129	75,036
9	73,499	73,927	73,927	74,879	77,786
10	75,579	76,677	76,677	77,629	80,536
11	78,579	79,427	79,427	80,379	83,286
12	81,616	82,177	82,177	83,129	86,036
13	82,616	83,177	83,177	85,879	88,786
14	83,616	84,177	84,177	88,629	91,536

**Individuals who hold licensure from the State of New Jersey in their respective professions, but do not hold their certifications as issued by the NJDOE Department of Licensure & Credentials.*

*Non-Certified School Nurses (RN, BSN)
Occupational Therapists
Physical Therapists
Board Certified Behavior Analysts (BCBA)*

**ARTICLE VIII
OFFICE SUPPORT STAFF**

I. Full Vacation Rights/Support Staff

A. 10-Month Employees

1. Elementary ten (10) month employees shall have a work year of one hundred and ninety-five (195) days. Elementary ten (10) month office support staff will report to work three (3) days prior to the teachers, three (3) days after the teachers are dismissed, and five (5) days over the summer for the school year for a total of 195 days.
2. Secondary ten (10) month employee shall have a work year of one hundred ninety-three (193) days. Secondary ten (10) month office support staff will report to work three (3) days prior to the teachers, three (3) days after the teachers are dismissed, and three (3) days over the summer for the school year for a total of 193 days. The days at the end of the school year will not go past June 30.
3. Other than Items A1&2 above, ten (10) month office support staff shall work the published teachers' school calendar between September 1 and June 30.
4. Workdays required outside the September 1 to June 30 time frame needed to complete the one hundred ninety- five (195) or one hundred ninety-three (193) day work year shall be mutually scheduled by the staff member and his/her immediate supervisor.
5. Weather related and emergency closings shall not reduce the required one hundred ninety-five (195) or one hundred and ninety-three (193) days.
6. Any office support staff member presently employed on a 10-month basis who moves to a 12-month position will receive full vacation rights based upon years of service in the district; for example, a support staff member employed for 12 years in a 10-month position will be credited with 12 full years of employment when determining vacation time allotments.

B. 12-Month Office Support Staff

1. Contractual Year:

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

2. Vacation Schedule:

Hired on or before 11/30	12 days of vacation on July 1 following hire date
Hired between 12/1-4/1	7 days of vacation on July 1 following hire date
Hired on or after 4/2	1 day per month of vacation on July 1 following hire date
Years 2-6	12 days
Years 7-14	17 days
Years 15+	22 days

*These totals include in-lieu of days from the previous contract

Vacation Notice

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

3. Holidays:

Twelve-month employees shall have off on the following days: July 4, Labor Day, NJEA Convention, Thanksgiving (partial day on Wednesday and full days on Thursday and Friday), Christmas (December 24 through January 1) and an early dismissal day on the day prior to the holiday winter break, Martin Luther King Day, President's Day, Good Friday, Memorial Day, and Juneteenth.

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

F/T Secretarial Support Staff: 4 hours 50 minutes

P/T Secretarial Support Staff: 2 hours 25 minutes

4. Summer Fridays

Currently, all LEA 12-month support staff members are expected to work a 7-hour day and have one (1) hour for lunch (total 8 hours). After the regular school year ends, it is the intent to close the Board and school offices within the Livingston Public Schools on eight summer Fridays. It is understood that 12-month support staff will work an additional 15 minutes per day, without shortening their lunch period, on all other workdays throughout the year.

II. Unusual Dismissal Time

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

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

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

III. Assignment of Additional Duties

Any hours worked above 35 and up to and including 40 will be paid at the employee's hourly rate of pay. In accordance with the FLSA, any hours worked above and beyond 40 hours will be paid at time and one half. The 40 hours worked in a week are inclusive of vacation time or holidays, but not sick or personal time.

IV. Breaks/Lunches

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

V. Workshops

The Board will make provisions for at least one (1) workshop during the school year, if necessary, or if requested by either party.

VI. Evaluation Procedures

Employees who are under contract shall be evaluated by persons determined by the superintendent at least once each work year. Evaluations shall be completed by May 15. All observations of work performance shall be conducted openly and shall be done in a standard and consistent manner. The forms and criteria may be developed jointly between representatives of the Board and Association. A copy of the forms and procedures will be given to each employee in

advance. Employees shall be given a copy of all evaluation reports. No person shall be required to sign a blank or incomplete evaluation form. The signing of the form is an indication that the employee has read the report. A signed written rebuttal and/or comments may be made within ten (10) working days of the receipt of the evaluation report. Each employee shall be evaluated by one (1) primary evaluator. The name of the primary evaluator shall be given to each employee prior to any evaluation. The primary evaluator may draw upon other administrative sources for evaluation input.

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

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

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

ARTICLE IX OFFICE SUPPORT STAFF SALARIES

I. Increments

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

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

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

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

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

For ten (10) month employees: 93 days

For twelve (12) month employees: 125 days

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

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

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

II. Stipends

The salary guides for support staff provide for additional stipends for advanced professional training. For all employees hired on or prior to September 1, 2023*, for the completion of each set of eight approved credits, a stipend of 425.00 will be added to the base salary for each set. For the attainment or possession of an AA degree or BA degree in a field related to the individuals’ current position and approved in advance by the superintendent or his designee, an additional stipend of 800.00 will be added to the base salary.

For all employees hired on or after September 2, 2003*, payment of 800.00 shall be made for possession of an AA Degree upon hire or upon attainment and payment of 1,200.00 shall be made for possession of a BA/BS degree upon hire or upon attainment.

**date amended to effectuate MOU dated 9/23/19*

Professional development opportunities will be provided by the district for support staff, i.e., Google certification or Microsoft Office Specialist (MOS) certification. Completion and maintenance of these certifications will enable support staff to earn pensionable stipends. A certification guide will be reviewed and published each school year.

III. Longevity

Longevity payments are as follows for all office support staff members:

Years of Service In District	July 1, 2023-June 30, 2028
15 Years	2,540
20 Years	3,690
25 Years	4,740
30 Years	5,490

15 years means an employee must have an aggregate of 15 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

20 years means an employee must have an aggregate of 20 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

25 years means an employee must have an aggregate of 25 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

30 years means an employee must have an aggregate of 30 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

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

IV. Salary Guides – Office Support Staff

Salary guides for employees hired after 7/1/12

2023-2024

Step	First Secy - 12 month	Admin Secy- 12 month	First Secy - 10 month	Admin Secy - 10 month	Step	Office Support (PT) - 10 month
					1	24,413
1-2	55,689	53,370	46,406	44,473	2	25,264
3	57,487	55,166	47,904	45,970	3	26,126
4	59,281	56,964	49,399	47,468	4	26,981
5	61,080	58,759	50,898	48,964	5	27,837
6	62,877	60,557	52,395	50,462	6	28,692
7	64,674	62,352	53,893	51,958	7	29,547
8	66,472	64,151	55,391	53,457	8	30,403
9	68,266	65,946	56,886	54,953	9	31,259
10	70,065	67,745	58,385	56,452	10	32,112
11	71,103	68,810	59,250	57,339	11	32,720

2024-2025

Step	First Secy - 12 month	Admin Secy- 12 month	First Secy - 10 month	Admin Secy - 10 month	Step	Office Support (PT) - 10 month
					1	25,081
1	56,491	54,172	47,074	45,141	2	25,932
2-3	58,289	55,968	48,572	46,638	3	26,794
4	60,083	57,766	50,067	48,136	4	27,649
5	61,882	59,561	51,566	49,632	5	28,505
6	63,679	61,359	53,063	51,130	6	29,360
7	65,476	63,154	54,561	52,626	7	30,215
8	67,274	64,953	56,059	54,125	8	31,071
9	69,068	66,748	57,554	55,621	9	31,927
10	70,867	68,547	59,053	57,120	10	32,780
11	71,905	69,612	59,918	58,007	11	33,388

2025-2026

Step	First Secy - 12 month	Admin Secy- 12 month	First Secy - 10 month	Admin Secy - 10 month	Step	Office Support (PT) - 10 month
					1	25,888
1	57,459	55,140	47,881	45,948	2	26,739
2	59,257	56,936	49,379	47,445	3	27,601
3-4	61,051	58,734	50,874	48,943	4	28,456
5	62,850	60,529	52,373	50,439	5	29,312
6	64,647	62,327	53,870	51,937	6	30,167
7	66,444	64,122	55,368	53,433	7	31,022
8	68,242	65,921	56,866	54,932	8	31,878
9	70,036	67,716	58,361	56,428	9	32,734
10	71,835	69,515	59,860	57,927	10	33,587
11	72,873	70,580	60,725	58,814	11	34,195

2026-2027

Step	First Secy - 12 month	Admin Secy- 12 month	First Secy - 10 month	Admin Secy - 10 month	Step	Office Support (PT) - 10 month
					1	26,932
1	58,712	56,393	48,925	46,992	2	27,783
2	60,510	58,189	50,423	48,489	3	28,645
3	62,304	59,987	51,918	49,987	4	29,500
4-5	64,103	61,782	53,417	51,483	5	30,356
6	65,900	63,580	54,914	52,981	6	31,211
7	67,697	65,375	56,412	54,477	7	32,066
8	69,495	67,174	57,910	55,976	8	32,922
9	71,289	68,969	59,405	57,472	9	33,778
10	73,088	70,768	60,904	58,971	10	34,631
11	74,126	71,833	61,769	59,858	11	35,239

2027-2028

Step	First Secy - 12 month	Admin Secy- 12 month	First Secy - 10 month	Admin Secy - 10 month	Step	Office Support (PT) - 10 month
					1	28,177
1	60,206	57,887	50,170	48,237	2	29,028
2	62,004	59,683	51,668	49,734	3	29,890
3	63,798	61,481	53,163	51,232	4	30,745
4	65,597	63,276	54,662	52,728	5	31,601
5-6	67,394	65,074	56,159	54,226	6	32,456
7	69,191	66,869	57,657	55,722	7	33,311
8	70,989	68,668	59,155	57,221	8	34,167
9	72,783	70,463	60,650	58,717	9	35,023
10	74,582	72,262	62,149	60,216	10	35,876
11	75,620	73,327	63,014	61,103	11	36,484

Secretaries hired before 7/1/2012

	First Secretary - 12 month	Admin Secretary - 12 month	First Secretary - 10 month	Admin Secretary - 10 month
2023-2024	79,536	77,316	66,277	64,427
2024-2025	82,019	79,799	68,346	66,497
2025-2026	84,582	82,362	70,482	68,632
2026-2027	87,268	85,048	72,720	78,870
2027-2028	90,067	87,847	75,053	72,203

**ARTICLE X
INSTRUCTIONAL SUPPORT STAFF**

(ABA Discrete Trial TA's, Life Skills TA's, Job Coaches, PRIDE TA's, Instructional Aides, Kindergarten Aides and Campus Aides)

A. Instructional Support Staff shall work the published teacher calendar and hours as follows:

The workday shall consist of not more than the noted number of hours and minutes and be inclusive of a duty-free lunch:

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

B. Campus aides shall work the published teacher's calendar and the above hours, plus two days after the teachers are dismissed and two days prior to the beginning of the following school year. The days at the end of the school year will not go past June 30.

- Workdays required prior to the beginning of the school year shall be mutually scheduled by the staff member and his/her immediate supervisor.
- Weather related and emergency closings shall not reduce the required days.

Any support staff member presently employed on a 10-month basis who moves to a 12-month position will receive full vacation rights based upon years of service in the district; for example, a support staff member employed for 12 years in a 10-month position will be credited with 12 full years of employment when determining vacation time allotments.

I. Early Dismissal

Campus aides shall work a pro-rated day on early dismissal days of 3 hours.

II. Benefits

Full-time Instructional Support Staff and Campus Aides will be eligible for single only benefits under the NJEHP. These individuals may elect to purchase, at their own expense, additional coverage above single only coverage under any plan.

III. Breaks/Lunches

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

IV. Workshops

The Board will make provisions for at least one (1) workshop during the school year, if necessary, or if requested by either party.

V. Evaluation Procedures

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

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

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

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

VI. Reduction in Force Notice

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

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

VII. Resignation

Teacher Assistants, Job Coaches, Life Skills TA's, Instructional Aides, Kindergarten Aides, and Campus Aides shall provide thirty (30) days' notice of their intent to resign from their position.

**ARTICLE XI
INSTRUCTIONAL SUPPORT STAFF SALARIES**

I. Increments

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

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

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

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

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

For ten (10) month employees: 93 days

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

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

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

II. Longevity

Longevity payments for Teacher Assistants, Instructional Aides, Kindergarten Aides, Campus Aides and Bus Aides:

Years of service	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
15	1,132	1,484	1,836	2,188	2,540
20	1,668	2,174	2,679	3,185	3,690
25	2,158	2,804	3,449	4,095	4,740
30	2,508	3,254	3,999	4,745	5,490

15 years means an employee must have an aggregate of 15 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

20 years means an employee must have an aggregate of 20 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

25 years means an employee must have an aggregate of 25 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

30 years means an employee must have an aggregate of 30 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

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

III. Salary Guides

Salary Guides for Teacher Assistants (including ABA TA's, Job Coaches, Life Skills TA's and PRIDE TA's), Instructional Aides, Kindergarten Aides and Campus Aides

2023-2024

*	Step	Teacher Assistants	Instructional Aides & Kindergarten Aides*	Instructional Aides w/o bachelor's degree*	Campus Aides	Bus Aides
	1	33,888			26,197	13,134
1/2	2	34,893	27,067	25,867	27,059	13,434
3	3	35,926	27,690	26,490	27,914	13,734
4	4	36,990	28,840	27,640	28,770	14,034
5	5	37,830	29,988	28,788	29,625	14,534
6	6	38,704	31,124	29,924	30,480	15,334

2024-2025

*	Step	Teacher Assistants	Instructional Aides & Kindergarten Aides*	Instructional Aides w/o bachelor's degree*	Campus Aides	Bus Aides
	1	34,302			26,997	13,548
1	2	35,307	27,481	26,281	27,859	13,848
2/3	3	36,340	28,104	26,904	28,714	14,148
4	4	37,404	29,254	28,054	29,570	14,448
5	5	38,244	30,402	29,202	30,425	14,948
6	6	39,118	31,538	30,338	31,280	15,748

2025-2026

*	Step	Teacher Assistants	Instructional Aides & Kindergarten Aides*	Instructional Aides w/o bachelor's degree*	Campus Aides	Bus Aides
	1	34,812			27,961	14,058
1	2	35,817	27,991	26,791	28,823	14,358
2	3	36,850	28,614	27,414	29,678	14,658
3/4	4	37,914	29,764	28,564	30,534	14,958
5	5	38,754	30,912	29,712	31,389	15,458
6	6	39,628	32,048	30,848	32,244	16,258

2026-2027

*	Step	Teacher Assistants	Instructional Aides & Kindergarten Aides*	Instructional Aides w/o bachelor's degree*	Campus Aides	Bus Aides
	1	35,536			29,192	14,782
1	2	36,541	28,715	27,515	30,054	15,082
2	3	37,574	29,338	28,138	30,909	15,382
3	4	38,638	30,488	29,288	31,765	15,682
4/5	5	39,478	31,636	30,436	32,620	16,182
6	6	40,352	32,772	31,572	33,475	16,982

2027-2028

*	Step	Teacher Assistants	Instructional Aides & Kindergarten Aides*	Instructional Aides w/o bachelor's degree*	Campus Aides	Bus Aides
	1	36,526			30,655	15,772
1	2	37,531	29,705	28,505	31,517	16,072
2	3	38,564	30,328	29,128	32,372	16,372
3	4	39,628	31,478	30,278	33,228	16,672
4	5	40,468	32,626	31,426	34,083	17,172
5/6	6	41,342	33,762	32,562	34,938	17,972

ARTICLE XII SECURITY PERSONNEL

10-Month Security Personnel

Ten (10) month Security Personnel shall work the published teachers' school calendar between September 1 and June 30.

Full time security personnel work 40 hours per week, inclusive of lunch. If security personnel work above 40 hours per week in the capacity of security personnel for school events or activities, they will be entitled to time and one half of their salary for hours worked.

Breaks/Lunches

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

Security Personnel shall receive two (2) shirts per year and a winter jacket upon hire.

I. Evaluation Procedures

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

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

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

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

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

II. Stipends

The salary guides for support staff provide for additional stipends for advanced professional training. For all employees hired on or prior to September 1, 2003*, for the completion of each set of eight approved credits, a stipend of 425.00 will be added to the base salary for each set. For the attainment or possession of an AA degree or BA degree in a field related to the individuals' current position and approved in advance by the superintendent or his designee, an additional stipend of 800.00 will be added to the base salary.

For all employees hired on or after September 2, 2003*, payment of 800.00 shall be made for possession of an AA Degree upon hire or upon attainment and payment of 1,200.00 shall be made for possession of a BA/BS degree upon hire or upon attainment.

**date amended to effectuate MOU dated 9/23/19*

III. Longevity

Longevity payments are as follows for all office support staff members:

Years of Service In District	July 1, 2023-June 30, 2028
15 Years	2,540
20 Years	3,690
25 Years	4,740
30 Years	5,490

15 years means an employee must have an aggregate of 15 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

20 years means an employee must have an aggregate of 20 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

25 years means an employee must have an aggregate of 25 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

30 years means an employee must have an aggregate of 30 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

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

IV. Salary guide

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
1	50,318	51,120	52,088	53,341	54,835
2	51,827	52,629	53,597	54,850	56,344
3	53,336	54,138	55,106	56,359	57,853
4	54,845	55,647	56,615	57,868	59,362
5	56,352	57,154	58,122	59,375	60,869
6	57,862	58,664	59,632	60,885	62,379
7	59,371	60,173	61,141	62,394	63,888
8	60,878	61,680	62,648	63,901	65,395
9	62,387	63,189	64,157	65,410	66,904
10	63,896	64,698	65,666	66,919	68,413
11	64,795	65,597	66,565	67,818	69,312

This guide for security personnel reflects an 8-hour day with an hour unpaid lunch.

**ARTICLE XIII
BUILDINGS AND GROUNDS STAFF**

I. Job Security Clause/Maintenance and Custodial Personnel

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

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

II. Employment Practices

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

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

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

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

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

D. Overtime shall be paid at the rate of one and one-half (1 1/2) times the employees' regular hourly wage after forty (40) hours per week. If a vacation or holiday intervenes, the employee shall be given credit toward the forty-hour week for

the vacation and/or holiday. Credit shall not be given for sick days or personal days. Custodial overtime shall be offered based upon seniority and on a rotating basis within each work site. The rotation may be by-passed in an effort to equalize overtime assignments for all employees. Refusal of overtime hours offered shall count for equalization purposes as if the employee worked the overtime hours.

E. Employees working on holidays shall be paid a total of two (2) times their regular hourly rate of pay for all hours worked. The following days are to be considered holidays: July 4, Labor Day, Thanksgiving Holidays (1/2 day Wednesday, full days Thursday and Friday), Christmas Eve Day (early dismissal on the day prior to winter break), Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, and Juneteenth. For other days in which the district is closed and which are published on the approved district calendar, custodial and maintenance work may be scheduled to be performed. Employees reporting for work on those days shall be compensated for the normal hourly rate of pay plus one (1) times their regular rate of pay for all hours worked.

F. The Board shall post a notice of special project work to be done when school is closed (excluding emergency closings) for which employees may apply. The rate of pay shall be one and one-half (1.5) times the employee's regular hourly wage.

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

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

I. Weather-related emergencies specifically impacting Livingston Public Schools: Custodial and Maintenance personnel will get paid time and one half (1.5) for all hours worked and double time on a district observed holiday. The Superintendent, Manager of Buildings and Grounds, and an LEA Representative will coordinate snow removal staff schedules during weather events.

III. Work Schedule

A. Maintenance and Custodial Personnel

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

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

If any custodial or maintenance personnel are required to remain past their normal eight (8) hour

workday, they shall be compensated at their normal hourly rate, plus their normal hourly rate for all hours worked beyond eight (8) [total 2.0 time].

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

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

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

IV. Full Vacation Rights/Maintenance and Custodial Personnel

Hired on or before 11/30	12 days of vacation on July 1 following hire date
Hired between 12/1-4/1	7 days of vacation on July 1 following hire date
Hired on or after 4/2	1 day per month of vacation on July 1 following hire date
Years 2-6	12 days
Years 7-14	17 days
Years 15+	22 days

*These totals include in-lieu of days from the previous contract

Twelve-month employees shall have off on the following days: July 4, Labor Day, NJEA Convention, Thanksgiving (partial day on Wednesday and full days on Thursday and Friday), Christmas (December 24th through January 1) and (early dismissal on the day prior to winter break), Martin Luther King Day, President's Day, Good Friday, Memorial Day, and Juneteenth. On the Wednesday prior to Thanksgiving Day, the work schedule shall be as follows for Custodial/Maintenance*:

5 hours, no break, no lunch. When July 4 falls on Thursday, custodial and maintenance employees shall also receive July 5 as a day off.

**Custodial shift overlap is understood*

V. Vacation Notice

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

VI. License Renewal

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

VII. Black Seal License

Custodial employees are required to hold a Black Seal License. If the license is not held at the time of hire, the custodian will be provided with up to 12 months from the initial date of hire to obtain same. Failure to have obtained such license within the specified time period cannot be contested as grounds for termination of employment. Those who were hired prior to 1/1/2021 and grandfathered will continue to receive the stipend for the license. Exceptions may be made to this requirement by the Superintendent or his/her designee for good and sufficient reasons as determined at the sole discretion of the Board.

VIII. Uniforms

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

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

When an employee is required to obtain and wear protective footwear to safely perform the essential functions of their duties by Livingston Public Schools, or by legislation, the district shall provide, annually, each employee with the ability to procure at least two (2) pairs of safety shoes from a district approved vendor prior to the first day of school. A shoe allowance of up to three hundred dollars (300) will be provided to each custodial and maintenance employee for this purpose. In the event there is a remaining balance after two (2) pairs of safety shoes have been purchased, the employee may choose to use any remaining balance towards the purchase of additional work-related footwear items as provided by the approved vendor(s), not to exceed the allotted annual 300. It is understood that if the employee exceeds the 300 annual allotment, he/she is solely responsible for any overage.

Coveralls will be provided for all employees when necessary.

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

IX. Evaluation Procedures

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

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

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

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

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

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

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

X. Physicals

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

**ARTICLE XIV
MAINTENANCE and CUSTODIAL SALARIES**

I. Increments

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

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

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

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

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

For ten (10) month employees: 93 days

For twelve (12) month employees: 125 days

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

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

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

II. Stipends

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

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

	2023-2028
Night Custodian	975
Night Supervisor (includes differential)	1,600
Weekend Differential	975
Head – Elementary School	2,100
Head – Middle School	2,500
Head – High School	3,500
Possession of Black Seal License*	625
Possession of HVAC Certification	1,550
Possession of a Plumber’s License (including journeyman plumber)	3,100
Possession of Electrician License (including journeyman electrician)	3,100
Journeyman - Other License	1,550

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

III. Salary Payments

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

IV. Longevity

Longevity payments are as follows:

Years of Service In District	July 1, 2023- June 30, 2028
15 Years	2,540
20 Years	3,690
25 Years	4,740
30 Years	5,490

15 years means an employee must have an aggregate of 15 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

20 years means an employee must have an aggregate of 20 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

25 years means an employee must have an aggregate of 25 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

30 years means an employee must have an aggregate of 30 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

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

V. Salary Guides

2023-2024

Step	Maintenance	Custodians
1	49,527	42,914
2	50,176	43,562
3	50,824	44,211
4	51,538	44,924
5	52,250	45,637
6	53,933	47,322
7	55,881	49,268
8	58,086	51,472
9	60,549	53,933
10	63,893	57,381
11	68,312	61,597

2024-2025

Step	Maintenance	Custodians
1	50,208	43,595
2	50,857	44,243
3	51,505	44,892
4	52,219	45,605
5	52,931	46,318
6	54,614	48,003
7	56,562	49,949
8	58,767	52,153
9	61,230	54,614
10	64,574	58,062
11	68,993	62,278

2025-2026

Step	Maintenance	Custodians
1	51,167	44,554
2	51,816	45,202
3	52,464	45,851
4	53,178	46,564
5	53,890	47,277
6	55,573	48,962
7	57,521	50,908
8	59,726	53,112
9	62,189	55,573
10	65,533	59,021
11	69,952	63,237

2026-2027

Step	Maintenance	Custodians
1	52,172	45,559
2	52,821	46,207
3	53,469	46,856
4	54,183	47,569
5	54,895	48,282
6	56,578	49,967
7	58,526	51,913
8	60,731	54,117
9	63,194	56,578
10	66,538	60,026
11	70,957	64,242

2027-2028

Step	Maintenance	Custodians
1	53,366	46,753
2	54,015	47,401
3	54,663	48,050
4	55,377	48,763
5	56,089	49,476
6	57,772	51,161
7	59,720	53,107
8	61,925	55,311
9	64,388	57,772
10	67,732	61,220
11	72,151	65,436

**ARTICLE XV
BUS DRIVERS and BUS AIDES**

I. Bus Drivers and Bus Aides

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

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

II. Employment Practices

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

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

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

B. Overtime shall be paid at the rate of one and one-half (1 1/2) times the employees' regular hourly wage after forty (40) hours per week. If a vacation or holiday intervenes, the employee shall be given credit toward the forty-hour week for the vacation and/or holiday. Credit shall not be given for sick days or personal days.

C. Employees working on holidays shall be paid a total of two (2) times their regular hourly rate of pay for all hours worked. The following days are to be considered holidays: July 4, Labor Day, Thanksgiving Holidays (1/2 day Wednesday, full days Thursday and Friday), Christmas Eve Day (early dismissal on the day prior to winter break), Christmas Day,

New Year's Eve Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, and Juneteenth. For other days in which the district is closed and which are published on the approved district calendar, transportation work may be scheduled to be performed. Employees reporting for work on those days shall be compensated for the normal hourly rate of pay plus one times their regular rate of pay for all hours worked.

III. Work Schedule

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

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

IV. License Renewal

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

V. Uniforms

The Board will furnish four (4) sets of uniforms annually. All bus drivers must wear their uniforms each day. All bus drivers will be issued raincoats upon hire. All items must be signed out when received.

The Board shall provide each employee with a double insulated winter jacket every two (2) years.

Bus Drivers shall be eligible to purchase appropriate footwear to the position from a district approved vendor - up to 125 in 2023 and 2026.

The Manager of Transportation is responsible for ensuring that each bus driver received the aforementioned items.

VI. Evaluation Procedures

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

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

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

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

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

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

II. Stipends

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

	2023-2028
Lead Bus Driver	3,000

III. Salary Payments

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

IV. Longevity

Longevity payments are as follows:

Years of Service In District	July 1, 2023- June 30, 2028
15 Years	2,540
20 Years	3,690
25 Years	4,740
30 Years	5,490

15 years means an employee must have an aggregate of 15 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

20 years means an employee must have an aggregate of 20 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

25 years means an employee must have an aggregate of 25 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

30 years means an employee must have an aggregate of 30 years of service to the district prior the current school year or by February 1 of the current school year in order to qualify for a mid-year adjustment.

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

V. Salary Guides

25-hour Bus Drivers

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
1	22,385	23,066	24,025	25,030	26,224
2	23,049	23,730	24,689	25,694	26,888
3	23,782	24,463	25,422	26,427	27,621
4	24,561	25,242	26,201	27,206	28,400
5	25,645	26,326	27,285	28,290	29,484
6	26,774	27,455	28,414	29,419	30,613
7	28,038	28,719	29,678	30,683	31,877
8	29,801	30,482	31,441	32,446	33,640
9	31,974	32,655	33,614	34,619	35,813

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

**ARTICLE XVII
REIMBURSEMENT FOR STUDY**

I. Terms of Reimbursement

A. The district will provide funding for tuition reimbursement as follows:

2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
131,200	134,400	137,600	140,800	144,000

These amounts (outlined for each school year above) will be available for the payment of college and equivalent courses. Each employee is eligible for tuition reimbursement for up to two (2) approved courses at a maximum of 1,100 per course. Employees will be reimbursed for approved courses on a first come, first-serve basis for any funds still available after those initial courses are taken.

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

Each support staff member or other employee hired prior to July 1, 2007 may arrange with the superintendent or his designee for an evaluation of his/her record, and together, they will work out courses to be taken for stipend credit on his/her salary level on an individual basis.

Requests for graduate level reimbursement will not be accepted for TA's or Instructional Aides unless the graduate reimbursement request is in a field related to education.

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

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

D. Courses for which the Board has paid tuition may be considered toward advanced standing on the salary schedule in accordance with Article VII, Sections II & III.

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

F. A teacher receiving tuition reimbursement shall be obligated to remain in the district for at least two (2) years following the year in which a tuition reimbursement occurred unless the teacher is RIF'd and/or non-renewed. If the employee leaves before the completion of the two (2) years following the year in which the tuition was reimbursed for any reason besides retirement, disability, or the spouse is relocated resulting in the spouse and teacher having to relocate, the employee shall be obligated to repay the Board the amount of tuition that was received by the teacher according to the following schedule: 100% of the tuition reimbursement received in the immediate twelve (12) months preceding his/her last day of work; and 50% of the tuition reimbursement received the immediate twenty-four (24) months preceding his/her last day of work.

II. Procedure - Certificated Staff

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

1. Proof of satisfactory completion of course.
2. Copy of receipt of payment from college.
3. Completed Course Approval Form including name of course, dates taken, tuition and signature.

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

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

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

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

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

III. Procedure - All Other Staff

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

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

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

D. For employees hired prior to July 1, 2007, proof of attained additional stipend status will raise the rate of pay for the school year if such proof is submitted before the October regular public meeting of the Board.

E. If change in status is achieved during the school year, proof must be submitted by August 31 for a September 1 adjustment.

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

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

IV. Payment

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

V. Reports

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

**ARTICLE XVIII
INVOLUNTARY TRANSFERS**

I. Definition

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

II. Procedure

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

ARTICLE XIX HEALTH INSURANCE

I. Eligibility

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

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

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

II. Benefits

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

For employees hired on or after 1/1/2021: All eligible employees have the opportunity to enroll into the NJEHP as the base level. Members have the right to choose a different plan to impact their contributions. (i.e., if an individual wishes to enroll into a more expensive plan, the individual will be responsible for the cost differential. Alternatively, if an individual wishes to enroll into a less expensive plan, they will not contribute as much for their insurance).

B. Eligible employees entitled to coverage under the New Jersey School Employees Health Benefit Program are subject to employee contributions as provided by law.

C. Full coordination of benefits will be allowed. The Board provided benefits shall include appropriate coverage not to exceed full family premium for hospitalization, medical-surgical and major medical coverage with an unlimited maximum. For employees hired before 1/1/21, the Board agrees to provide full individual or family premium coverage for all employees for a Benecard Prescription Plan with a 10.00 generic/ 35.00 preferred brand/ 55 non-preferred brand copay structure. Mail order prescriptions (3 month supply) will only require one co-payment amount.). The Plan will also cover approved GED's at 20% of the cost, not to exceed 200. This plan is subject to employee contributions as provided by law.

For employees hired on or after 1/1/21, the Board agrees to provide full individual or family premium coverage for all employees for a Benecard Prescription Plan through the NJEHP. This plan is subject to employee contributions as provided by law.

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

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

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

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

III. Waiver of Health Benefits

An employee who has health benefit coverage through a spouse, civil union partner, or from another source other than the SEHBP or SHBP, who was hired prior to 1/1/2021, and who can demonstrate same to the Business Administrator, may elect to forego all or a portion of his/her health benefit coverage for a full school year and receive a cash payment of twenty five percent (25%) to a maximum of:

School Year	Maximum Reimbursement
2023-2024	2,000
2024-2025	1,500
2025-2028	1,000

of the premium savings to the Board of Education; one half on January 15 and the other half on July 15 of the following school year.

An employee who has health benefit coverage through a spouse, civil union partner, or from another source other than the SEHBP or SHBP, who was hired or eligible for benefits on or after 1/1/2021 and through June 30, 2023 shall be eligible for a maximum waiver payment of 500.

Employees hired on or after July 1, 2023 are not eligible for a health benefits waiver from the district.

Said payment will not be considered salary, nor will it be considered pensionable. Employees can also forego their dental and/or prescription insurance for a full school year and receive a cash payment of twenty five percent (25%) of the premium savings to the Board on the same schedule as described above. The Board shall establish an IRS Section 125 plan. The individual unit member shall be responsible for any tax liability.

**ARTICLE XX
LEAVES OF ABSENCES**

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

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

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

I. Personal Illness

N.J.S.A. 18A:30-1 provides that personal illness days may only be utilized for the employee's own illness or disability.

A. Ten (10) days of absence per year shall be allowed for personal illness and two (2) days for family illness, without pay deduction, for ten (10) month employees; twelve (12) days per year shall be allowed for personal illness, and two (2) days for family illness, without pay deduction, for 12-month employees. The unused time shall be accumulated without limit. Family illness days may also be used for personal illness if needed.

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

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

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

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

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

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

II. Quarantine

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

III. Personal Absences

Personal absences may be approved without pay deductions as follows:

Whenever possible, applications to the appropriate administrator shall be submitted at least five (5) days in advance of the intended absence. If the reason for the absence arises less than five (5) days in advance, notice shall be provided as soon as it is known.

Five (5) days will be allowed for personal absences during the school year for full-time employees. Personal days will be prorated based upon a five (5) day base for part-time employees, for mid-year starts and departures. Any unused days will be added annually to the employee's accumulation of days for separation pay upon termination of employment (See Article XIX). Days accumulated under this provision are irretrievable for any purposes other than those listed in Article XV or Article XIX.

Personal days may not be used as sick days nor to supplement sick leave when all other benefits run out.

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

IV. Bereavement Absences (No Charge)

Death in the Immediate Family – Five (5) days per occurrence. Immediate family means husband, wife, father (in-law), mother (in-law), child (step), brother (step), sister (step), brother-in-law, sister-in-law, civil union or domestic partnership, and other immediate family residing in the primary household.

Death of a grandparent, uncle, aunt, niece, nephew, or first cousin - three (3) days per occurrence.

Death of any other relative - one (1) day per occurrence.

If such days referred to above prove inadequate for an employee, the employee may utilize a personal day(s) from their annual allotment, if available.

V. Jury Duty

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

VI. Maternity Leave

A. Definition

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

B. Options

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

C. Application/Duration

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

D. Reinstatement

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

E. Application for Early Return

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

F. Health Benefits

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

Non-tenured staff hired on or after 7/1/2023 shall be permitted the period of presumptive disability if they have sick time to apply, time under the FMLA for their own serious

health condition (if applicable and eligible), plus up to twelve (12) weeks of leave under the FMLA/NJFLA (if eligible) for the care or adoption of a child. Extended leaves of absences will only be afforded once staff members earn tenure within the district.

VII. Child Care Leave

A. Definition

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

B. Application/Duration

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

C. Reinstatement

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

D. Application for Early Return

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

E. Application for Extension

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

F. Health Benefits

Employees granted a leave pursuant to this section of the

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

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

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

Non-tenured staff hired on or after 7/1/2023 shall be permitted the period of presumptive disability if they have sick time to apply, time under the FMLA for their own serious health condition (if applicable and eligible), plus up to twelve (12) weeks of leave under the FMLA/NJFLA (if eligible) for the care or adoption of a child. Extended leaves of absences will only be afforded once staff members earn tenure within the district.

VIII. Sabbatical Leave

I. Purpose

Sabbatical leaves are designed to:

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

II. Eligibility

Teachers may self-fund sabbatical leaves of absences by pro-rating their salary in the years preceding their intended leave of absence. If it is an employee's intention to submit an application for a sabbatical leave of absence, they may make arrangements with the Business and Payroll Offices to set aside a portion of their salary in the preceding two (2) to four (4) years prior to the intended commencement of the sabbatical leave. With written consent from the employee, the district will prorate the employee's salary and place the funds in an account so that during the period of time they are on sabbatical, they are receiving the balance of their previously

prorated paychecks from the district, are making regular pensions payments and are eligible for continuing on the District's benefit plans during the entirety of the sabbatical leave. All allocated funds are after all applicable withdrawals (e.g., taxes, pension, Ch. 78, etc.) and normal deductions will also be made from the employee's paycheck while on sabbatical leave. The change to compensation shall be at the request of the employee and shall not constitute or be deemed a reduction of salary of a certificated staff member.

III. Number of Leaves Authorized

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

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

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

IV. Application for Leave

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

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

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

V. Outside Employment

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

VI. Status of Tenure and Position

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

VII. Reinstatement

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

VIII. Final Report

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

**ARTICLE XXI
PAYROLL and DEDUCTIONS**

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

Payroll for all employees will be run on the fifteenth (15th) of each month and the last day of each month. Should any of those dates fall on a weekend, payroll shall be run on the Friday prior to the weekend.

An employee who is separating from the district will receive their final paycheck printed so that the district can collect keys, badge, and technology equipment.

**ARTICLE XXII
CHILDREN OF STAFF MEMBERS**

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

**ARTICLE XXIII
MILEAGE RATE**

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

**ARTICLE XXIV
SEPARATION PAY**

I. Eligibility

All teaching staff members covered by this agreement, after fifteen (15) years of service in the district, shall be eligible for separation pay. Secretarial, maintenance, custodial, bus drivers, aides, teacher assistant and lead playground aides, after twelve (12) years of service in the district, shall be eligible for separation pay.

II. Rate

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

All accumulated days	\$75.00
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B. If a certificated employee provides notice of a June 30th retirement no later than February 1st of the effective year, the daily rate for compensation for separation pay shall be increased by ten dollars (10) per category.

C. Full-time support staff as well as teaching assistants, instructional aides, kindergarten aides, maintenance, and custodial personnel, as well as bus and van drivers and aides are entitled to a rate of compensation for each accumulated sick and personal day as follows:

All accumulated days	\$75.00
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D. Campus Aides are entitled to a rate of compensation for each accumulated sick and personal day (without limit) which is eighty-five percent (85%) of the regular daily rate for separation pay as shown in Section C.

E. Part-time secretarial staff employed after January 1, 2002 are entitled to a rate of compensation for each accumulated sick and personal day which is eighty-five percent (85%) of the regular daily rate for separation pay as shown in Section C.

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

All employees hired prior to May 21, 2010 who had fewer than 307 accumulated days in their bank as of June 30, 2020 will be capped at 20,000.

III. Method of Payment

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

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

IV. Restrictions

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

**ARTICLE XXV
STIPEND SCHEDULES
LIVINGSTON HIGH SCHOOL ATHLETIC STIPENDS**

Position	# of Positions	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Football - Head	1	13,098	13,098	13,196	13,196	13,295
Football - Assistants	6	9,692	9,692	9,765	9,765	9,838
Baseball - Head	1	11,133	11,133	11,216	11,216	11,300
Baseball - Assistant	3	8,382	8,382	8,445	8,445	8,509
Boys Basketball - Head	1	11,133	11,133	11,216	11,216	11,300
Boys Basketball - Assistants	2	8,382	8,382	8,445	8,445	8,509
Bowling - Head	1	8,382	8,382	8,445	8,445	8,509
Girls Basketball - Head	1	11,133	11,133	11,216	11,216	11,300
Girls Basketball - Assistants	2	8,382	8,382	8,445	8,445	8,509
Cheerleaders Fall - Head	1	5,239	5,239	5,278	5,278	5,318
Cheerleaders Fall - Assistant	2	3,900	3,944	3,944	3,988	3,988
Cheerleaders Winter - Head	1	5,239	5,239	5,278	5,278	5,318
Cheerleaders Winter - Assistant	2	3,900	3,944	3,944	3,988	3,988
Boys Cross Country - Head	1	11,133	11,133	11,216	11,216	11,300
Girls Cross Country - Head	1	11,133	11,133	11,216	11,216	11,300
Cross Country - Assistant (Shared)	1	8,382	8,382	8,445	8,445	8,509

Facility Equipment Manager	1	3,575	3,615	3,615	3,656	3,656
Site Manager (233 hours)	1	\$46.34 per hour (not to exceed 10,797)	\$47.50 per hour (not to exceed 11,067)	\$48.67 per hour (not to exceed 11,340)	\$49.90 per hour (not to exceed 11,627)	\$51.15 per hour (not to exceed 11,918)
Boys Fencing - Head	1	9,823	9,823	9,897	9,897	9,971
Girls Fencing - Head	1	9,823	9,823	9,897	9,897	9,971
Fencing - Assistant	2	7,728	7,728	7,785	7,785	7,844
Field Hockey - Head	1	11,133	11,133	11,216	11,216	11,300
Field Hockey - Assistants	2	8,382	8,382	8,445	8,445	8,509
Golf - Head	1	8,382	8,382	8,445	8,445	8,509
Ice Hockey - Head	1	11,133	11,133	11,216	11,216	11,300
Ice Hockey - Assistant	1	8,382	8,382	8,445	8,445	8,509
Boys' Lacrosse - Head	1	11,133	11,133	11,216	11,216	11,300
Boys Lacrosse - Assistants	2	8,382	8,382	8,445	8,445	8,509
Girls Lacrosse - Head	1	11,133	11,133	11,216	11,216	11,300
Girls Lacrosse - Assistants	2	8,382	8,382	8,445	8,445	8,509
Boys Soccer - Head	1	11,133	11,133	11,216	11,216	11,300
Boys Soccer - Assistants	3	8,382	8,382	8,445	8,445	8,509
Girls Soccer - Head	1	11,133	11,133	11,216	11,216	11,300
Girls Soccer - Assistants	3	8,382	8,382	8,445	8,445	8,509
Girls Softball - Head	1	11,133	11,133	11,216	11,216	11,300
Girls Softball - Assistants	2	8,382	8,382	8,445	8,445	8,509

Boys Swimming - Head	1	9,823	9,823	9,897	9,897	9,971
Girls Swimming - Head	1	9,823	9,823	9,897	9,897	9,971
Boys Tennis - Head	1	9,823	9,823	9,897	9,897	9,971
Boys Tennis - Assistant	1	7,728	7,728	7,785	7,785	7,844
Girls Tennis - Head	1	9,823	9,823	9,897	9,897	9,971
Girls Tennis - Assistant	1	7,728	7,728	7,785	7,785	7,844
Boys Track Winter - Head	1	11,133	11,133	11,216	11,216	11,300
Boys Winter Track - Assistant	1	8,382	8,382	8,445	8,445	8,509
Girls Track Winter - Head	1	11,133	11,133	11,216	11,216	11,300
Girls Winter Track - Assistant	1	8,382	8,382	8,445	8,445	8,509
Boys Track Spring - Head	1	11,133	11,133	11,216	11,216	11,300
Boys Track Spring - Assistants	2	8,382	8,382	8,445	8,445	8,509
Girls Track Spring - Head	1	11,133	11,133	11,216	11,216	11,300
Girls Track Spring - Assistants	2	8,382	8,382	8,445	8,445	8,509
Boys Volleyball - Head	1	11,133	11,133	11,216	11,216	11,300
Boys Volleyball - Assistants	2	8,382	8,382	8,445	8,445	8,509
Girls Volleyball - Head	1	11,133	11,133	11,216	11,216	11,300
Girls Volleyball - Assistants	2	8,382	8,382	8,445	8,445	8,509
Wrestling - Head	1	11,133	11,133	11,216	11,216	11,300
Wrestling - Assistants	2	8,382	8,382	8,445	8,445	8,509

Strength Training Fall - Head	2	3,250	3,287	3,287	3,324	3,324
Strength Training Winter - Head	2	3,250	3,287	3,287	3,324	3,324
Strength Training Spring - Head	2	3,250	3,287	3,287	3,324	3,324
Strength Training Summer Head	1	3,250	3,287	3,287	3,324	3,324
High School Intramural - Coordinator	1	3,250	3,287	3,287	3,324	3,324
Intramural Coaches						
44 sessions * 3 seasons	132	\$41.29 per session	\$42.32 per session	\$43.38 per session	\$44.46 per session	\$45.57 per session

LIVINGSTON HIGH SCHOOL CO-CURRICULAR STIPENDS

Position	# of Positions	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Academic Team	1	5,848	5,891	5,891	5,936	5,936
Area/Reg/All State Musical Ensemble not to exceed 135 hours	4	\$42.60 per hour	\$43.66 per hour	\$44.75 per hour	\$45.87 per hour	\$47.02 per hour
Marching Band Director - Head	1	8,446	8,509	8,509	8,573	8,573
Marching Band Director - Assistant	1	5,848	5,891	5,891	5,936	5,936
Marching Band Tech	1	1,290	1,305	1,305	1,319	1,319
Coding Club	1	1,290	1,305	1,305	1,319	1,319
Color Guard Instructor - Head	1	4,256	4,304	4,304	4,352	4,352
Color Guard Instructor - Assistant	1	2,579	2,608	2,608	2,637	2,637
DECA	1	3,869	3,913	3,913	3,957	3,957
Eco lancers	1	2,579	2,608	2,608	2,637	2,637
Equity Coach	1	2,579	2,608	2,608	2,637	2,637
Envirothon	1	1,290	1,305	1,305	1,319	1,319
Marching Band - Percussion Instructor	2	3,224	3,260	3,260	3,297	3,297
Chess Team	1	3,869	3,913	3,913	3,957	3,957
Class Advisor - Freshmen	2	1,935	1,957	1,957	1,979	1,979
Class Advisor - Sophomore	2	1,935	1,957	1,957	1,979	1,979
Class Advisor - Junior	2	2,579	2,608	2,608	2,637	2,637
Class Advisor - Senior	2	3,224	3,260	3,260	3,297	3,297

* Computer Lab Extended Hours (Art, Business, Math, Tech & Photoshop) - 2 hours per week, 34 weeks		\$38.88 per hour	\$39.85 per hour	\$40.85 per hour	\$41.87 per hour	\$42.91 per hour
Forensics & Debate Team	2	3,869	3,913	3,913	3,957	3,957
FBLA	2	3,869	3,913	3,913	3,957	3,957
Gay Straight Alliance	1	1,935	1,957	1,957	1,979	1,979
HOSA - Health Occupations	1	1,935	1,957	1,957	1,979	1,979
Improv Club	1	1,290	1,305	1,305	1,319	1,319
Inner Circle Theater	1	1,290	1,305	1,305	1,319	1,319
Lancer Jazz Band	1	3,224	3,260	3,260	3,297	3,297
Lab Jazz Band	1	2,579	2,608	2,608	2,637	2,637
Key Club	2	2,579	2,608	2,608	2,637	2,637
Lead Teacher Art/Music, Business		8,446	8,509	8,509	8,573	8,573
Leo Club	1	1,290	1,305	1,305	1,319	1,319
Inner Voices Magazine	2	1,290	1,305	1,305	1,319	1,319
Math Team Advisor	1	1,935	1,957	1,957	1,979	1,979
Mock Trial Advisor	1	1,935	1,957	1,957	1,979	1,979
Model UN	1	1,935	1,957	1,957	1,979	1,979
Mu Alpha Theta Mathematics Honor Society	1	1,290	1,305	1,305	1,319	1,319
National Social Studies Honor Society	1	1,290	1,305	1,305	1,319	1,319
National Art Honor Society	1	1,935	1,957	1,957	1,979	1,979

National Business Honor Society	1	1,290	1,305	1,305	1,319	1,319
National Honor Society	1	2,579	2,608	2,608	2,637	2,637
National Science Honor Society	1	1,935	1,957	1,957	1,979	1,979
National Thespian Honor Society	1	1,290	1,305	1,305	1,319	1,319
National English Honor Society	1	1,290	1,305	1,305	1,319	1,319
National Chinese Lang Honor Society	1	1,290	1,305	1,305	1,319	1,319
National French Lang Honor Society	1	1,290	1,305	1,305	1,319	1,319
National Italian Lang Honor Society	1	1,290	1,305	1,305	1,319	1,319
National Spanish Lang Honor Society	1	1,290	1,305	1,305	1,319	1,319
National Technology Honor Society	1	1,290	1,305	1,305	1,319	1,319
Newspaper	1	6,497	6,546	6,546	6,595	6,595
Organization of Student Tutors	1	1,935	1,957	1,957	1,979	1,979
People Helping People	1	1,935	1,957	1,957	1,979	1,979
Radio Broadcasting Advisor	1	1,935	1,957	1,957	1,979	1,979
Robotics	2	5,848	5,891	5,891	5,936	5,936
Science League Advisor	1	1,290	1,305	1,305	1,319	1,319
Science Olympiad Advisor	1	1,935	1,957	1,957	1,979	1,979
Science Bowl	1	1,290	1,305	1,305	1,319	1,319

Ocean Science Bowl	1	1,290	1,305	1,305	1,319	1,319
Ski Club	1	1,290	1,305	1,305	1,319	1,319
SGA	1	3,224	3,260	3,260	3,297	3,297
Student Equity Advisor	1	2,579	2,608	2,608	2,637	2,637
Chamber Orchestra Conductor	1	3,869	3,913	3,913	3,957	3,957
TA Mentor	1	350	354	354	358	358
Tri-M Honor Society	1	1,973	1,995	1,995	2,018	2,018
Web Master	1	2,579	2,608	2,608	2,637	2,637
Yearbook (2019-2020)	1	10,395	10,473	10,473	10,552	10,552
Yearbook Business Manager	1	2,579	2,608	2,608	2,637	2,637

SPRING THEATER PRODUCTION						
Costumes	1	4,514	4,565	4,565	4,616	4,616
Technical Director of Stage Crew	1	4,514	4,565	4,565	4,616	4,616
Adult Pit Director (Orchestra Prep)	1	1,612	1,630	1,630	1,648	1,648
Student Pit Director (Orchestra Prep)	1	1,612	1,630	1,630	1,648	1,648
Choreography	1	3,224	3,260	3,260	3,297	3,297
Publicity	1	1,290	1,305	1,305	1,319	1,319
FALL THEATER PRODUCTION						
Costumes	1	3,224	3,260	3,260	3,297	3,297
Technical Director of Stage Crew	1	3,224	3,260	3,260	3,297	3,297
Publicity	1	1,290	1,305	1,305	1,319	1,319

HERITAGE MIDDLE SCHOOL STIPENDS

Position	# of Positions	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Builders Club	1	1,032	1,044	1,044	1,055	1,055
Classical Literature Book Club	1	774	783	783	792	792
Chess Club	1	1,290	1,305	1,305	1,319	1,319
Diversity Club	1	1,290	1,305	1,305	1,319	1,319
Garden Club	1	1,290	1,305	1,305	1,319	1,319
Equity Coach	1	2,579	2,608	2,608	2,637	2,637
Femgineers	1	1,935	1,957	1,957	1,979	1,979
FBLA	1	916	926	926	937	937
Green Jazz Band	1	1,935	1,957	1,957	1,979	1,979
Improv Club	1	1,290	1,305	1,305	1,320	1,320
Lancer Jazz Band	1	1,935	1,957	1,957	1,979	1,979
Math Counts	1	1,935	1,957	1,957	1,979	1,979
Memory Book	1	5,198	5,237	5,237	5,276	5,276
Science Olympiad	1	1,935	1,957	1,957	1,979	1,979
Select Chorus	1	1,935	1,957	1,957	1,979	1,979
Select Orchestra	1	1,935	1,957	1,957	1,979	1,979
Spectrum	1	1,290	1,305	1,305	1,319	1,319
Student Council	1	2,579	2,608	2,608	2,637	2,637
Student Equity Advisor	1	2,579	2,608	2,608	2,637	2,637
TA Mentor	1	350	354	354	358	358
Team Coordinator (Core)	8	3,869	3,913	3,913	3,957	3,957
Team Coordinator 1 Sp. Ed & 1 Cycle	2	3,869	3,913	3,913	3,957	3,957

SPRING THEATER PRODUCTION						
Director	1	6,497	6,546	6,546	6,595	6,595
Costumes / Set Design	1	1,290	1,305	1,305	1,319	1,319
Choreograph y	1	1,290	1,305	1,305	1,319	1,319
Technical Director of Stage Crew	1	1,290	1,305	1,305	1,319	1,319
Music Director	1	2,579	2,608	2,608	2,637	2,637
FALL THEATER PRODUCTION						
Director	1	3,224	3,260	3,260	3,297	3,297
Costumes / Set Design	1	1,290	1,305	1,305	1,319	1,319
Technical Director of Stage Crew	1	1,290	1,305	1,305	1,319	1,319
Coordinator of Intramural (amount *20 hours * 3 seasons)	1	2,579	2,608	2,608	2,637	2,637
Intramural Coaches amount per session * 95 sessions*3 seasons	285 hrs.	\$39.42 per hour	\$40.40 per hour	\$41.42 per hour	\$42.45 per hour	\$43.51 per hour
Area/Reg/All State Musical Ensemble (not to exceed 136 hours)		\$42.28 per hour	\$43.34 per hour	\$44.42 per hour	\$45.53 per hour	\$46.67 per hour

MT. PLEASANT MIDDLE SCHOOL STIPENDS

Position	# of positions	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Advisory Coordinator	1	1,935	1,957	1,957	1,979	1,979
Chess Club	1	1,290	1,305	2,608	1,319	2,637
Earth Keepers	1	1,290	1,305	1,305	1,319	1,319
Equity Coach	1	2,579	2,608	2,608	2,637	2,637
Jazz Band	1	1,935	1,957	1,957	1,979	1,979
Literary Magazine	1	1,935	1,957	1,957	1,979	1,979
Math Counts	1	1,935	1,957	1,957	1,979	1,979
Memory Book	1	2,579	2,608	2,608	2,637	2,637
Morning Announcements	1	3,869	3,913	2,608	3,957	2,637
Newspaper	1	1,290	1,305	1,305	1,319	1,319
Select Chorus	1	1,935	1,957	1,957	1,979	1,979
Select Orchestra	1	1,935	1,957	1,957	1,979	1,979
Spectrum	1	1,290	1,305	2,608	1,319	2,637
Student Council	1	1,935	1,957	1,957	1,979	1,979
Student Equity Advisor	1	2,579	2,608	2,608	2,637	2,637
TA Mentor	1	350	354	354	358	358
Team Coordinator	4	3,869	3,913	3,913	3,957	3,957
Team Coordinator - cycle	1	1854	1,900	1,900	1948	1,948

Intramural Coaches						
- 44 sessions * 3 seasons	132 sessions	\$40.05 per hour	\$41.06 per hour	\$42.08 per hour	\$43.14 per hour	\$44.22 per hour

Spring Theater Production

Stage Director	1	3,224	3,260	3,260	3,297	3,297
Music Director	1	1,290	1,305	1,305	1,319	1,319
Technical Director of Stage Crew	1	1,290	1,305	1,305	1,319	1,319
Costumes	1	1,290	1,305	1,305	1,319	1,319
Set Design	1	645	652	652	660	660

Fall Theater Production

Stage Director	1	1,935	1,957	1,957	1,979	1,979
Costumes	1	1,290	1,305	1,305	1,319	1,319
Technical Director of Stage Crew	1	1,290	1,305	1,305	1,319	1,319

DISTRICT STIPENDS

		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Nurses	1	5,198	5,198	5,237	5,237	5,276
Media	1	5,198	5,198	5,237	5,237	5,276
Home Economics	1	3,224	3,260	3,260	3,297	3,297
Coordinator of ESL	1	5,198	5,198	5,237	5,237	5,276
TA Coordinator	1	750	769	788	808	828

ELEMENTARY SCHOOL STIPENDS

		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Asst to the Principal	6	5,198	5,198	5,237	5,237	5,276
Safety Patrol Leader	6	1,290	1,305	1,305	1,319	1,319
Student Council	6	1,500	1,517	1,517	1,534	1,534
Equity Coach	6	2,579	2,608	2,608	2,637	2,637
TA Mentor	6	350	354	354	358	358

HOURLY RATES

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Summer Curriculum Writing	\$51.62	\$52.91	\$54.23	\$55.59	\$56.98
Home Instructor	\$63.35	\$64.94	\$66.56	\$68.23	\$69.93
Summer Academy - Teacher	\$63.35	\$64.94	\$66.56	\$68.23	\$69.93
Extended School Year-Teacher	\$63.35	\$64.94	\$66.56	\$68.23	\$69.93
Summer Academy & Extended School Year Teacher Assistants	\$21.12	\$21.64	\$22.18	\$22.74	\$23,31
After School Supervision (TA/IA)	\$24.00	\$24.60	\$25.21	\$25.85	\$26.49
Detention					
AM/PM	\$26.11	\$26.76	\$27.43	\$28.12	\$28.82
Saturday	\$43.58	\$44.67	\$45.79	\$46.93	\$48.11

NON-ADVISOR CHAPERONE OVERNIGHT RATES

\$150/night for teachers

\$250/nurses

ARCHIVED STIPENDS

AM Wired @ LHS
LHS Lead Teacher - PE
LHS Lead Teacher - WL
Notations Vocal Ensemble
Select Chorus Group
Spring Musical - Vocal Director
Choreographer
Fall Drama - Director
Spring Drama - Director
G&T Coordinator

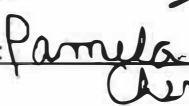
**ARTICLE XXVI
ENTIRE UNDERSTANDING OF AGREEMENT**

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

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

LIVINGSTON BOARD OF EDUCATION

By:  Date: 6/22/23

Witness:  Date: 6/22/23


LIVINGSTON EDUCATION ASSOCIATION

By:  Date: 6/22/23

Witness:  Date: 6/22/23