

AGREEMENT

Between

LIVINGSTON BOARD OF EDUCATION

And

LIVINGSTON ADMINISTRATORS' ASSOCIATION

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



LIVINGSTON ADMINISTRATORS' ASSOCIATION
TABLE OF CONTENTS

	PREAMBLE	3
ARTICLE I	NEGOTIATION OF SUCCESSOR AGREEMENT	4
ARTICLE II	CONDITIONS OF EMPLOYMENT	4
ARTICLE III	PROFESSIONAL IMPROVEMENT	8
ARTICLE IV	SICK LEAVE, TEMPORARY & EXTENDED LEAVES	9
ARTICLE V	MATERNITY AND CHILD CARE LEAVES	11
ARTICLE VI	LEAVES FOR EDUCATIONAL IMPROVEMENT	13
ARTICLE VII	SALARY AND BENEFITS	15
ARTICLE VIII	REIMBURSEMENT AT TIME OF RETIREMENT OR SEPARATION FROM SERVICE	17
ARTICLE IX	HEALTH INSURANCE	19
ARTICLE X	GRIEVANCE PROCEDURE	21
ARTICLE XI	DURATION OF AGREEMENT	25
ARTICLE XII	ENTIRE AGREEMENT	25
SALARIES	SCHEDULES FOR 2023-2028	26

The Livingston Board of Education and the Livingston Administrators 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, as well as 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 , 2023, BETWEEN THE BOARD OF EDUCATION OF THE TOWNSHIP OF LIVINGSTON, ESSEX COUNTY, NEW JERSEY, hereafter the "Board" AND THE LIVINGSTON ADMINISTRATORS ASSOCIATION, hereafter the "Association."

WHEREAS, pursuant to the requirements of the New Jersey Employer/Employee Relations Act, agreements reached between public employers and the majority representative of an appropriate employee unit shall be embodied in writing, signed by the authorized representatives and filed with the New Jersey Public Employment Relations Commission; and

WHEREAS, certain agreements have been reached between the Board and the Association, the said Association being the recognized majority representative of the unit of the Board's Employees consisting of all regularly employed certificated principals, assistant principals, the Dean of Students and the Director of Athletics, whether under contract or on leave, employed by the Board. (Unless otherwise indicated, as used herein the term "employee" 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. The parties agree to enter into collective negotiation 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 three (3) days prior to any meeting pertinent material 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. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and ratified by both parties.
- III. The parties acknowledge that all salary guide movement is frozen upon the expiration of this collective negotiations agreement until a successor agreement is ratified. Retro pay will be applied once the process is complete.

ARTICLE II
CONDITIONS OF EMPLOYMENT

I. WORK YEAR

12-Month Administrators

12-month Administrators will work under contract from July 1 through June 30 and will follow the District Calendar for when Schools/Offices are closed.

- A. 12-Month Administrators will be entitled to 24 vacation days, which shall be earned at the rate of 2 days per month. Vacation days will be advanced to members of the LAA on July 1 for use during the school year. If a member of the LAA leaves the district mid-year, days will be prorated and calculated for payment/reimbursement. At the end of each school year, unused vacation days shall accumulate as provided herein.
- B. 12-Month administrators IN THEIR FIRST YEAR will be able to phase in their vacation time during that first year in order to allow for appropriate time off.

- C. Members of the LAA shall follow the school calendar for when schools and offices are closed. The calendar will include closure of schools and offices from December 24 through January 1.
- D. Members of the LAA may work remotely, up to 5 days per school year, with the prior approval of the Superintendent or his/her designee.
- E. Days taken prior to or just after a holiday must be approved, in advance, by the Superintendent of his/her designee.
- F. At the end of each school year, employees shall be permitted to carryover unused vacation days as follows:

Employees hired prior to May 21, 2010

In the year granted, vacation days may be taken at any time that classes are not in session or at other times with the prior approval of the Superintendent. If business demands prohibit an employee from using all of his/her allotted vacation days in any given school year, the employee may bank unused vacation days (including unused in-lieu-of days which have converted into vacation days) to a maximum of 34 accumulated unused vacation days.

Employees are encouraged to utilize vacation time in the year it is granted. However, the district understands that there may be times when employees may not be able to take all of their vacation time between July 1 and June 30 of a given school year. In extenuating circumstances when an employee's accumulated unused vacation day bank is full (containing a maximum of 34 days), upon receiving the prior approval of the Superintendent, the employee may carry over up to 5 vacation days into the next school year for use between July 1 and August 31. If the carried over days are not used by August 31, the days shall be forfeited.

Employees hired on or after May 21, 2010

Vacation days may be taken at any time that classes are not in session or at other times with the prior approval of the Superintendent. If business demands prohibit an employee from using all of his/her allotted vacation days in a given school year, the employee may carry over up to one year's allotment into the next school year. Any vacation days carried over from the previous school year that are not used shall be forfeited.

For all employees, reimbursement for accumulated unused vacation days shall be made in accordance with Article VIII.

- F. 12-month principals can be involved with professional development which will include:
- a. Professional development days as agreed to by the LEA during the school year;
 - b. New teacher orientation;
 - c. The additional ten (10) hours required to be completed by all non-tenured staff.
- G. All non-tenured Administrators included in this Association will be required to complete ten (10) hours per year of professional development to be approved by the Superintendent.
- H. Recognizing the long hours that administrators work over the course of the school year, the District has decided to close on eight (8) Fridays over the summer and Administrators will not be required to utilize vacation or personal time for this time off.

II. EVALUATIONS

Principals, Assistant Principals, and Directors will be observed and evaluated in accordance with NJ State Law. Numbers of observations and evaluations, as well as deadlines for conducting same, will be in accordance with the annual schedule published by the district for certificated staff members. A tentative schedule shall be made available to LAA membership by September 30 each year. Changes to the schedule will be communicated as soon as practicable.

A. Renewal of Employment:

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

B. 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 by February 15.

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 consist of, at a minimum, the Superintendent, and an Assistant Superintendent. In the case of an assistant principal, the CAT will also consist of the assistant principal's immediate supervisor, the principal.

The certified staff member will have access to an LAA representative during all phases of the plan. In cases where the staff member is an assistant principal, a member of the LAA Executive Board who is NOT the individual's direct supervisor will represent the member.

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 towards 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 nontenured certified staff member, the non-renewal of a contract.

III. TRANSFERS

If it becomes necessary to transfer an administrator to another school, the Superintendent will discuss the transfer with the individual by April 30. Situations which cause change after April 30 should be resolved at the earliest possible time.

ARTICLE III**PROFESSIONAL IMPROVEMENT****TUITION REIMBURSEMENT**

A. The Board will budget \$30,000 annually for the payment of tuition for college courses, equivalent courses, or other professional advancement opportunities as may be approved by the Superintendent. Such payment will be made upon presentation of proof of successful completion of courses which have been approved in advance by the Superintendent. Distribution of the tuition fund shall be for approved "courses" on a first-come, first-served basis and with exceptions at the discretion of the Superintendent. (Employees on leave under the provisions of Article VII and whose leave requires them to pay tuition costs are eligible for tuition reimbursement only at the lowest priority level and only after any other employee's approved request has been committed, and only to the extent that monies are unexpended from the amount stated in this article.)

B. Tuition reimbursement will be made at the full cost of the credits taken for each class. Employees may take additional approved courses for reimbursement on a first-come, first-served basis until the funds are exhausted. Courses for which the Board has paid tuition may be applied to advanced standing on the salary schedule. Members 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 member 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 employer according to the following schedule: 75% of the tuition reimbursement received in the immediate twelve (12) months preceding his/her last day of work; 50% of the tuition reimbursement received the immediate twenty-four (24) months preceding his/her last day of work.

C. The Superintendent or designee will submit a report to the LAA 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 other rounds. These reports will be submitted by October 31 and March 31 for the years covered by the Agreement. A final report will be submitted to the LAA President by July 31 for the prior year of the Agreement.

D. LAA will submit to the Superintendent by October 15, a proposal for a professional development plan for the contract year. The cost of this plan, subject to Board approval, is not to exceed \$15,000. In order to encourage graduate study toward a doctorate or EdS degree any remaining funds from this pool may be transferred to the

aforementioned tuition pool specified in item B. The Superintendent and the President of the LAA will review and establish procedures to encourage professional growth.

E. The Board agrees to pay annual membership fees to NJPSA and ASCD for all members at the yearly rate. Employees who attend conference will be expected to present/report the content for the staff within their department/building or the district, as appropriate.

ARTICLE IV

SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

I. PERSONAL ILLNESS

N.J.S.A 18:30-1 provides that sick days are intended for the use of an employee's own illness and therefore should be utilized for that purpose.

A. Twelve (12) days of absence per contract year shall be allowed for personal illness and two (2) days per contract year shall be allowed for either personal or family illness each year, without pay deduction, for 12-month employees.

B. If less than the allotted number of days of sick leave are used during a school year, the balance of unused time shall be accumulated without limit.

C. Absences beyond leave provided for in "A" and "B" will be extended by an additional number of days, equal to the number of days as were accumulated up to the end of the previous fiscal year.

D. Payment for absence beyond accumulated days provided for in "A", "B", and "C" above will be given consideration by the Board through recommendation of the Superintendent.

E. In all absences under this section exceeding five consecutive work days, the employee shall file a physician's certificate with the administrator to whom that employee is responsible.

F. In Workers Compensation cases, whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the 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.

II. QUARANTINE

Absences due to quarantine that are not due to illness shall be allowed without deduction or reduction in days of sick leave upon the filing of a certificate by the quarantining officer.

III. PERSONAL DAYS

Personal Days may be approved without pay deductions as follows:

1. Five (5) days will be allowed for personal absences during the school year. Any unused days will be added annually to the employees' accumulation of personal days. Days accumulated under this provision are irretrievable for any purposes other than reimbursement in accordance with Article VII or IX at the time of retirement or separation from service with the district.
2. Personal days may not be used as sick days nor to supplement sick leave when all other benefits run out.
3. Personal days taken prior to or just after a vacation period must be approved, in advance, in writing, by the Superintendent or his or her designee.

IV. BEREAVEMENT ABSENCES (no charge)

- a. Five (5) days per occurrence: death in immediate family (immediate family means husband, wife, civil union/domestic partner, father (in-law), mother (in-law), child (step), brother (step/in-law), sister (step/in-law), and other immediate family residing in the primary household).
- b. Three (3) days per occurrence: death of a grandparent, uncle, aunt, niece, nephew, or first cousin.
- c. One (1) day per occurrence: death of a relative other than those specified in IV A & B.

If such days referred to in A-C prove inadequate for an employee, the employee may use a personal day(s) from their annual allotment, if available.

V. JURY DUTY

Upon notification of selection for jury duty, the employee will notify the Superintendent. Both the Superintendent and the employee shall request an exemption and/or postponement of service. If not granted, the employee shall serve with no loss of pay or leave time.

ARTICLE V
MATERNITY AND CHILD CARE LEAVES

I. 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. A pregnant employee may choose to be treated as any other employee with a sickness or a disability.
2. 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 sixty (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 the 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 of Education, 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. All leaves under this provision shall include any entitlements under the NJFLA or the FMLA.

II. CHILD CARE LEAVE

A. Definition

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

B. Application/Duration

1. Application shall be made, in writing, to the Superintendent and shall contain the reasons for requesting the leave and supporting information regarding the necessity of having the leave.

2. Application for child care leave shall be considered by the administration and the Board on an individual basis.

3. Beginning and terminating dates of leave will be determined by mutual agreement between the Superintendent and the employee. In the case of an employee who adopts a child for whom that employee will have direct and major responsibility for rearing, child care may be granted upon receiving de facto custody of the child, or earlier if necessary, in order to fulfill the requirement for adoption.

C. Reinstatement

At the expiration of the leave, the employee shall be reinstated to the employee's former position in the Livingston Public Schools, at the appropriate step on the salary schedule.

D. Application for Early Return

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

E. Application for Extension

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

F. All leaves under this provision shall include any entitlements under the NJFLA or the FMLA.

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

Under Article V, 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.

ARTICLE VI

LEAVES FOR EDUCATIONAL IMPROVEMENT

I. EDUCATIONAL LEAVE

Hereafter the term "educational leave" shall be meant to include extended observations, seminars, workshops or service as a state or national officer of a professional educational organization. Leaves under this article are designed to promote:

1. Professional improvement
2. Expand professional competence
3. Provide administrators with the opportunity to study, observe or evaluate educational programs for possible improvement of the Livingston Public Schools.
4. Service to the educational profession.

The type of study and length of time devoted to educational leave shall be developed between the applicant and the Superintendent. If the educational leave occurs during the time that the administrator is under contract, his/her salary shall continue at the contract rate. Should such a leave be granted during a time when the administrator is not at work under contract (i.e., administrators under 10-month contract during the summer months) a stipend or expense allowance, or both, agreed upon with the Superintendent and approved by the Board, will be paid. Approved expenses during the study shall be paid by the Board.

II. SABBATICAL LEAVE

A. An applicant shall become eligible for Sabbatical leave only after seven (7) years of continuous satisfactory service in the Livingston Public Schools. All eligible personnel shall have the privilege of selecting one of the following four plans:

PLAN A

The administrator shall be on leave for a full contract year and will be paid two-thirds (2/3) of his/her own salary.

PLAN B

The administrator shall be on leave for one half (1/2) a contract year and will be paid full contract salary for that half year.

PLAN C

After an administrator has completed eleven (11) years of continuous service in the district, he/she becomes eligible for a one year sabbatical leave at full pay.

PLAN D

As an alternative, Supervisors may self-fund sabbatical leaves of absences by prorating their salary in the year 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 & 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 a sabbatical, they are receiving the balance of their previously prorated paychecks from the district, are making regular pension payments and are eligible for continuing on their district's benefit plans during the entirety of the sabbatical leave. All allocation 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.

B. Eligibility

Sabbatical Leave shall be available once every third year, but if the option is not taken during a year for which administrators are eligible, the option remains available until taken, and the two-year hiatus shall apply thereafter again. It shall be further agreed that any full year leave shall obligate the administrator to return to the Livingston Public Schools for two years following the completion of the leave. In addition, a satisfactory account of the years' experience, in writing, shall be forthcoming.

C. Application for Sabbatical Leave

Application for a sabbatical leave shall be made to the Superintendent on or before November 1 of any year. If approved, such leave shall begin during the school year immediately following in accordance with the official school calendar. Applications for all other educational leaves may be made as far in advance of the scheduled study as possible.

D. Status of Tenure and Pension

The period of all approved educational leaves and sabbaticals 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.

Full fringe benefits for which the administrator is entitled will continue at the Board's expense during the approved educational leave.

E. Reinstatement

At the expiration of the sabbatical or educational leave, the administrator shall be reinstated full-time to the same level position in the Livingston Public Schools or to a higher level position if agreed to by the Association member.

ARTICLE VII**SALARY AND BENEFITS**

The salary guides are attached hereto and made a part hereof.

I. INCREMENTS

All advancements on the guide, including annual increments and raises as set forth in the salary guides now in effect, shall require favorable reports covering the professional competence, the performance of duties assigned, and record of attendance of each employee by the Superintendent and those charged with supervisory responsibility and approval by the Board.

II. ADDITIONAL SALARY

Administrators are eligible for the following additions to salary:

Masters +30*	\$1,000
Ed.S. or Two Masters Degrees	\$1,500
Earned PhD/Doctorate	\$3,000

**administrator must have completed a certificate/program, or credits that can be applied towards a degree relevant to the position held. Courses in isolation will not be applicable.*

III. LONGEVITY

Administrators are eligible for the following longevity payments:

7-Year Longevity	\$1,000
10-Year Longevity	\$2,100
15-Year Longevity	\$2,840
20-Year Longevity	\$3,990
25-Year Longevity	\$5,040
30-Year Longevity	\$5,790

A. 7 years means an employee must have an aggregate of 7 years of service to the district prior to the current school year or by February 1 of the current school year in order to qualify for a midyear adjustment.

B. 10 years means an employee must have an aggregate of 10 years of service to the district prior to the current school year or by February 1 of the current school year in order to qualify for a midyear adjustment.

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

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

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

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

Remuneration for earned doctorates and longevity shall be pension-based income.

IV. COMPENSATION FOR EXTRA WORK

Members in the LAA will be compensated for District staff development, other than that which is directly related to the principal's own school, at the rate of \$75.00 per hour.

Security Stipend - \$,4000

Mentoring Stipend - \$4,000

The aforementioned stipends may be split with the permission of the Superintendent and if applicable. Those receiving stipends will not be eligible for hourly compensation for extra work when performing those duties.

V. ANNUITY

The Board will contribute the following amounts to a 403(b) account for each individual:

2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
\$4,700	\$5,200	\$5,700	\$6,200	\$6,700

Payment will be made on or before September 30 of each year.

Employees hired or promoted on or after July 1, 2011 would be eligible to participate once they attain tenure in their administrative position within the district.

Employees may elect to commence or change their contributions to a Board approved tax-sheltered annuity account managed by PenServ at any time throughout the school year.

VI. MEAL REIMBURSEMENT

Members of the LAA are eligible for meal reimbursement in accordance with the current OMB circular for events requiring their presence that are listed on the district or school calendar.

VII. AUTOMOBILE MILEAGE REIMBURSEMENT

Employees using their personal automobiles for district business shall be reimbursed by the Board at the rate permitted by the State of New Jersey.

ARTICLE VIII**REIMBURSEMENT AT RETIREMENT OR SEPARATION FROM SERVICE****I. Accumulated Unused Illness****Employees hired prior to May 21, 2010 with 10 or more years of service**

Employees who apply to retire effective after June 30 shall be reimbursed at the rate of \$105 for each accumulated unused illness day without limit. Employees hired prior to May 21, 2010, who apply to retire prior to working at least 10 years with the district shall not be eligible for any accumulated unused illness day reimbursement.

Employees hired on or after May 21, 2010 with 10 or more years of service

Employees who apply to retire effective after June 30 shall be reimbursed at the rate of \$105 for each accumulated unused illness day to a maximum of \$15,000.00.

Employees hired on or after May 21, 2010, who apply to retire prior to working at least

10 years with the district shall not be eligible for any accumulated unused illness day reimbursement.

II. Accumulated Unused Personal Day Reimbursement

Employees with 10 or more years of service

Employees who separate from service with the district shall be reimbursed at the rate of \$105 for each accumulated unused personal day. Employees who separate from service with the district prior to working at least 10 years with the district shall not be eligible for any accumulated unused personal day reimbursement.

III. Accumulated Unused Vacation Day Reimbursement

Employees hired prior to May 21, 2010

Employees who separate from service with the district shall be reimbursed at their per diem rate for up to 34 accumulated unused vacation days. Additionally, employees who separate from service with the district shall also be reimbursed for any unused vacation days granted in the employee's last year of service with the district to a maximum of 24 days, for a total reimbursement of up to 58 days.

Employees hired on or after May 21, 2010

Employees who separate from service with the district shall be reimbursed at their per diem rate for accumulated unused vacation days to a maximum of 48 days.

IV. Method of Reimbursement

The method of providing accumulated unused illness, personal day, and vacation day reimbursement shall be mutually agreed to by the Board of Education and the respective administrator. Any of the following methods shall be acceptable:

1. A lump sum cash payment or direct deposit the month following retirement or departure from the District, as applicable.
2. A lump sum deposit into an existing 403(b) or 457 account the month following retirement or separation from the District, as applicable.

Reimbursement for accumulated unused illness, personal, and vacation days will be made to an employee's estate should death occur while the employee is in service to the district.

ARTICLE IX

HEALTH INSURANCE

I. ELIGIBILITY

A. All regular employees hired as of May 21, 2010 who work at least 25 hours each week in their job category shall be eligible for employee benefits paid by the Board as prescribed by the Board, and as provided for in the school budget.

B. 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 rate through the Board for the period of one year only from the date of the leave (up to 3 months under FMLA or NJFLA and 9 months post approved leave).

II. BENEFITS

A. Effective July 1, 2010, the Board enrolled into the School Employees Health Benefit Program (SEHBP) with Direct 15 as the base level. If an individual wishes to enroll into a more expensive plan, the individual will be responsible for the cost differential. Effective 1/1/2021, all new employees will have to select NJEHP as their plan.

B. Effective January 1, 2005, the Board implemented a prescription plan for employees. The plan has co-pays of \$10 for generic drugs; \$35 for preferred brand drugs; and \$55 for non-preferred brand drugs. These co-pays shall be applicable on retail purchases (of a 30 day supply) or one-time on each mail order purchase (90 day supply). The Plan will also cover approved GED's at 20% of the cost, not to exceed \$200. Employees hired on or after July 1, 2020, the prescription plan offered shall be in accordance with the plan offered under the NJEHP.

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

D. Each member of the unit shall contribute towards the cost of health care benefits as provided by law.

E. The Board agrees to pay, for the employee, the cost annually of eye examinations and one pair of prescription glasses or contact lenses or hearing aide if required, to an aggregate limit of \$750. Medical and dental deductibles, non-covered medical and dental expenses, the cost of gym membership and medically necessary alternative medicine may also be filed for reimbursement against this aggregate amount.

Health Benefit Opt-Out

Health Benefit Opt-Out: \$2,000 in 2023-2024, \$1,500 in 2024-2025 and \$1,000 in all subsequent years. Payment shall be made on July 15th of the following school year. All employees hired between 1/1/2021 and 6/30/2023 will be eligible for a \$500 waiver per year. Employee hired on or after 7/1/2023 will not be eligible for a health benefits waiver. Said payment will not be considered salary, nor will it be considered pensionable. The Board shall establish an IRS Section 125 plan. The individual unit member shall be responsible for any tax liability. The Business Office shall provide the forms by which an employee shall waive coverage and apply for payment.

An employee who has waived all or a portion of his/her medical benefit coverage will be allowed to restore such coverage on an immediate basis, without the necessity of a health questionnaire for the employee or his/her family members, in the event of a hardship or change of life event.

Reentry to all health benefit coverage for reason of hardship or change of life applies only in the following situations which result in the loss of health benefits coverage through the employee's spouse or other source:

- Termination of employment (proof of termination of benefits required)
- Legal Separation (a copy of decree is required)
- Group contract/policy terminated (proof of termination of benefits required)
- Disability of spouse which eliminates benefits (proof of termination of benefits required)
- Divorce (a copy of the decree is required)
- Death of Spouse (a copy of death certificate is required)
- Military Discharge (a copy of DD214 is required)

Application under these circumstances must be made within sixty (60) days of the life event to the district's payroll/benefit office.

In addition, any employee who has waived all his/her health benefit coverage may automatically restore his/her coverage by applying during the open enrollment period during any school year. The reinstatement date under such conditions will be January 1. It will not be necessary for any employee or his/her family members to complete a Statement of Health (proof of insurability) to restore coverage during the open enrollment period.

ARTICLE X

GRIEVANCE PROCEDURE

I. STATEMENT OF PURPOSE

An employee is encouraged to resolve that employee's 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 that there has been an alleged misinterpretation, misapplication or violation of any of the provisions of the contract (to which this grievance procedure is annexed) or of any policy or administrative decision.

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

C. Exclusions: However, 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 of Education is without authority to act; or wherein (3) a complaint relates to the non-renewal or termination on notice of a non-tenure employee's contract.

III GENERAL PRINCIPLES

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

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 expected that Stage III proceedings will ordinarily be conducted in the evening at executive sessions of the Board.

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

D. Stipulated times provided for herein are intended as outer limits to be strictly adhered to, except in cases of the closing of school or extenuating circumstance such as illness or personal emergency, in which events the aggrieved party and the employee's 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. In the 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 superior who is also a member of the same unit. If such is the case, the employee shall commence the grievance at the stage determined by the position of his immediate superior, and shall follow the procedure therefore as outlined herein.

F. This grievance procedure and the administration hereof 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 no provision of this procedure or the administration hereof 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 an Assistant Superintendent, provided both the aggrieved and the Superintendent mutually agree in advance to accept a hearing and determination by such as Assistant Superintendent.

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 on any of the participants.

IV. STAGE I

A. An employee having a grievance shall present it in the first instance to the employee's immediate superior within thirty (30) days after the occurrence of or the awareness of the event or events giving rise to the same.

B. The presentation may be oral; however, the immediate superior shall be specifically advised that the employee is invoking the formal procedure provided for herein. The employee and the immediate superior shall attempt to resolve the grievance promptly, and in any event, the immediate superior shall advise the aggrieved of the determination within five (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 individual shall file a written petition with the Superintendent of Schools. This petition shall be filed within fifteen (15) working days from the receipt of notice of the determination arrived at in Stage 1, and the aggrieved shall deliver a copy of his petition to the administrator who made the determination at the Stage I level. Failure to petition within the said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance and an assent to the Stage 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 thereto, including an identification of the provisions of the contract, board policy, or administrative decision which it is alleged have been 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 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, which signature shall constitute a representation that the petition's contents are accurate and that it is filed in good faith for the purposes stated herein.

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 the Superintendent's understanding of the following:

1. The nature of the grievance and the essential facts relating thereto 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 therefore.

4. The signature of the Stage I superior, which signature shall constitute a representation that the determination made by the superior was arrived at after hearing all pertinent statements in the matter.

D. Both the petition and the Stage I supervisor's answer thereto 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 shall then proceed to determine the matter and shall advise the parties of that determination within fifteen (15) working days from the date upon which the petition was first filed with the Superintendent. The Superintendent's determination shall be in written form.

VI. STAGE III

A. In the event that the aggrieved is not satisfied with the determination arrived at in Stage II, said aggrieved shall file a petition to the Board within ten (10) working days from the receipt of notification of the Stage II determination, and forthwith deliver a copy thereof to the Secretary of the Board. Failure to file a petition to the Board within the said then (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, which signature shall constitute a certification as herein provided.

C. Promptly after the filing of the petition, the Superintendent shall prepare a full and complete written report of said Superintendent's findings and determination made at the stage II level, if one has not been previously prepared; the Superintendent shall file the same with the Board and deliver a copy thereof to the aggrieved.

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

E. The Board's determination may be rendered orally. However, the determination must be rendered in writing to the parties involved.

ARTICLE XI

DURATION OF AGREEMENT

ARTICLE XII

ENTIRE 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 re-negotiate concerning said issues for the period covered herein.

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

II. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

LIVINGSTON BOARD OF EDUCATION
ASS'N

By: 
Vineeta Khanna, President

By: 
Pamela Chirls, Vice President

LIVINGSTON ADMINISTRATORS'

By: 
Carlos Gramata, LAA

By: 
Danielle Rosenzweig, LAA

2023-2024 SALARY GUIDES

Step	High School Principal	HMS Principal	MPM or Elementary Principal	High School AP	HMS AP	MPM or Elementary AP
1	\$147,579	\$135,773	\$128,394	\$118,063	\$109,946	\$106,995
2	\$150,900	\$138,828	\$131,283	\$120,720	\$112,421	\$109,403
3	\$154,221	\$141,883	\$134,172	\$123,377	\$114,895	\$111,810
4	\$157,541	\$144,938	\$137,061	\$126,033	\$117,368	\$114,217
5	\$160,863	\$140,117	\$139,951	\$128,690	\$119,843	\$116,626
6	\$164,181	\$143,055	\$142,837	\$131,345	\$122,315	\$119,031
7	\$167,503	\$154,103	\$145,728	\$134,002	\$124,790	\$121,440
8	\$170,825	\$157,159	\$148,618	\$136,660	\$127,265	\$123,848
9	\$174,145	\$160,213	\$151,506	\$139,316	\$129,738	\$126,255
10	\$177,466	\$163,269	\$154,395	\$141,973	\$132,212	\$128,663
11	\$180,787	\$166,324	\$157,285	\$144,630	\$134,686	\$131,071
12	\$184,106	\$169,378	\$160,172	\$147,285	\$137,159	\$133,477
13	\$187,427	\$172,433	\$163,061	\$149,942	\$139,633	\$135,885
14	\$190,748	\$175,488	\$165,951	\$152,598	\$142,107	\$138,292
15	\$194,069	\$178,543	\$168,840	\$155,255	\$144,581	\$140,700

2024-2025 SALARY GUIDES

Step	High School Principal	HMS Principal	MPM or Elementary Principal	High School AP	HMS AP	MPM or Elementary AP
1	\$150,218	\$138,201	\$130,690	\$120,174	\$111,912	\$108,908
2	\$153,539	\$141,256	\$133,579	\$122,831	\$114,387	\$111,316
3	\$156,860	\$144,311	\$136,468	\$125,488	\$116,861	\$113,724
4	\$160,180	\$147,366	\$139,357	\$128,144	\$119,334	\$116,131
5	\$163,502	\$150,422	\$142,247	\$130,802	\$121,809	\$118,539
6	\$166,820	\$153,474	\$145,133	\$133,456	\$124,281	\$120,945
7	\$170,142	\$156,531	\$148,024	\$136,114	\$126,756	\$123,353
8	\$173,464	\$159,587	\$150,914	\$138,771	\$129,231	\$125,761
9	\$176,784	\$162,641	\$153,802	\$141,427	\$131,704	\$128,168
10	\$180,105	\$165,697	\$156,691	\$144,084	\$134,178	\$130,576
11	\$183,426	\$168,752	\$159,581	\$146,741	\$136,652	\$132,984
12	\$186,745	\$171,805	\$162,468	\$149,396	\$139,125	\$135,390
13	\$190,066	\$174,861	\$165,357	\$152,053	\$141,599	\$137,798
14	\$193,387	\$177,916	\$168,247	\$154,710	\$144,073	\$140,206
15	\$196,708	\$180,971	\$171,136	\$157,366	\$146,547	\$142,613

If hired in 2024-2025 on Step 1, that individual will move to Step ½ in 2025-2026 and remain on Step ½ in 2026-2027 and move to Step ¾ in 2027-2028.

2025-2026 SALARY GUIDES

Step	High School Principal	HMS Principal	MPM or Elementary Principal	High School AP	HMS AP	MPM or Elementary AP
1/2	\$156,104	\$143,616	\$135,810	\$124,883	\$116,297	\$113,175
3	\$159,425	\$146,671	\$138,700	\$127,540	\$118,772	\$115,583
4	\$162,745	\$149,725	\$141,588	\$130,196	\$121,245	\$117,990
5	\$166,067	\$152,782	\$144,478	\$132,854	\$123,720	\$120,399
6	\$169,385	\$155,834	\$147,365	\$135,508	\$126,192	\$122,804
7	\$172,707	\$158,890	\$150,255	\$138,166	\$128,667	\$125,213
8	\$176,029	\$161,947	\$153,145	\$140,823	\$131,142	\$127,621
9	\$179,349	\$165,001	\$156,034	\$143,479	\$133,615	\$130,028
10	\$182,670	\$168,056	\$158,923	\$146,136	\$136,089	\$132,436
11	\$185,991	\$171,112	\$161,812	\$148,793	\$138,563	\$134,843
12	\$189,310	\$174,165	\$164,700	\$151,448	\$141,036	\$137,250
13	\$192,631	\$177,221	\$167,589	\$154,105	\$143,510	\$139,657
14	\$195,952	\$180,276	\$170,478	\$156,762	\$145,984	\$142,065
15	\$199,273	\$183,331	\$173,368	\$159,418	\$148,458	\$144,473

If hired in 2025-2026 on Step ½, that individual will remain on Step ½ in 2026-2027 and move to Step ¾ in 2027-2028. Step 3 will move to Step ¾ in 2026-2027.

2026-2027 SALARY GUIDES

Step	High School Principal	HMS Principal	MPM or Elementary Principal	High School AP	HMS AP	MPM or Elementary AP
½	\$162,887	\$149,856	\$141,712	\$130,310	\$121,351	\$118,093
¾	\$166,207	\$152,910	\$144,600	\$132,966	\$123,824	\$120,500
5	\$169,529	\$155,967	\$147,490	\$135,623	\$126,299	\$122,909
6	\$172,847	\$159,019	\$150,377	\$138,278	\$128,771	\$125,314
7	\$176,169	\$162,075	\$153,267	\$140,935	\$131,246	\$127,723
8	\$179,491	\$165,132	\$156,157	\$143,593	\$133,721	\$130,131
9	\$182,811	\$168,186	\$159,046	\$146,249	\$136,194	\$132,538
10	\$186,132	\$171,241	\$161,935	\$148,906	\$138,668	\$134,946
11	\$189,453	\$174,297	\$164,824	\$151,562	\$141,142	\$137,353
12	\$192,772	\$177,350	\$167,712	\$154,218	\$143,615	\$139,760
13	\$196,093	\$180,406	\$170,601	\$156,874	\$146,089	\$142,167
14	\$199,414	\$183,461	\$173,490	\$159,531	\$148,563	\$144,575
15	\$202,735	\$186,516	\$176,379	\$162,188	\$151,038	\$146,983

2027-2028 SALARY GUIDES

Step	High School Principal	HMS Principal	MPM or Elementary Principal	High School AP	HMS AP	MPM or Elementary AP
½	\$166,637	\$153,306	\$144,974	\$133,310	\$124,145	\$120,812
¾	\$169,957	\$156,360	\$147,863	\$135,966	\$126,618	\$123,219
5	\$173,279	\$159,417	\$150,753	\$138,623	\$129,093	\$125,627
6	\$176,597	\$162,469	\$153,639	\$141,278	\$131,565	\$128,033
7	\$179,919	\$165,525	\$156,530	\$143,935	\$134,040	\$130,441
8	\$183,241	\$168,582	\$159,420	\$146,593	\$136,515	\$132,850
9	\$186,561	\$171,636	\$162,308	\$149,249	\$138,988	\$135,257
10	\$189,882	\$174,691	\$165,197	\$151,906	\$141,462	\$137,664
11	\$193,203	\$177,747	\$168,087	\$154,562	\$143,936	\$140,072
12	\$196,522	\$180,800	\$170,974	\$157,218	\$146,409	\$142,478
13	\$199,843	\$183,856	\$173,863	\$159,874	\$148,883	\$144,886
14	\$203,164	\$186,911	\$176,753	\$162,531	\$151,357	\$147,294
15	\$206,485	\$189,966	\$179,642	\$165,188	\$153,831	\$149,702