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**THIS BOOK DOES
NOT CIRCULATE**

A G R E E M E N T

between the

**BOARD OF EDUCATION OF LENAPE REGIONAL HIGH SCHOOL DISTRICT
COUNTY OF BURLINGTON, NEW JERSEY**

and the

LENAPE EDUCATION ASSOCIATION

DATED: February 6, 1970

1970-1971

This Agreement entered into this 6th day of February, 1970, by and between the Board of Education of Lenape Regional High School District, County of Burlington, New Jersey, hereinafter called the "Board", and the Lenape Education Association, hereinafter called the "Association."

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have negotiated and reached certain understandings which they desire to confirm in this Agreement,

It is hereby agreed as follows:

ARTICLE I

RECOGNITION AND BARGAINING UNIT

1.1. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all employees as hereinafter defined, employed or to be employed by the Board.

1.2. The term "Employees" as used in this Agreement shall be deemed to mean the professional teaching staff, department coordinators, librarians, guidance personnel and nurses. Substitute teachers are not employees within the provisions of this Agreement.

ARTICLE II

NEGOTIATION PROCEDURE

2.1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. 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 the Board.

2.2 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

2.3 Negotiation meetings shall be held between three members of the Board who comprise its Personnel and Policy Committee and three members of the Association who are designated in writing as its negotiating committee, and the Superintendent of Schools shall attend such meetings.

2.4 Representatives of the Board and the Association's negotiating committee shall meet upon request of either given in writing to the other and within fourteen (14) days of such request. Other meetings may be held by mutual agreement.

2.5 A party requesting a meeting shall submit to the other, at least three (3) days prior to the meeting, an agenda in writing covering matters they wish to discuss. These meetings are not intended to by-pass the grievance procedure.

2.6 Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by

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

2.7 The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

2.8 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

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

ARTICLE III

POLICY DEVELOPMENT

LEA-ADMINISTRATION POLICY DEVELOPMENT COMMITTEE

3.1 RECOGNITION

The Board hereby recognizes the LEA-Administration Policy Committee under the conditions and terms stated herein.

3.2 DURATION

a. The parties agree that this committee will commence proceedings before or on January 30, 1970 and will cease and desist as of June 30, 1971, or earlier, if agreed upon by mutual consent.

b. Meetings will be held in a mutually agreed upon time, place, and date and details for future meetings will be determined at the end of each meeting.

c. During the entire period related to in Purpose and Functions no Board or Administrative policies will be changed or deleted without mutual consent of Board and/or Administration and the Association.

d. During the period affected herein, the LEA members of this committee will not be required to serve on any other committee, except the member's respective departments for Middle-States evaluation, unless the member desires to serve on another committee.

3.3 REPRESENTATION

a. The parties agree that this committee will consist of at least five faculty members appointed by the Association and at least five administrators, appointed by the superintendent.

b. Each party will select their own spokesman. Meetings should be for work purposes, loosely structured, with free and easy participation on the part of all members.

3.4 PURPOSES AND FUNCTIONS

a. The parties agree that the committee's function will be to develop tentative Board and/or Administrative policies from:

1. the exact, non-moned LEA proposals presented at the initial 1969 Association-Board negotiations, and
2. any other mutually agreed upon terms and conditions of employment that may arise in committee.

b. The nature of the suggested policy would dictate whether,

1. It is to be sent to the Board of Education for adoption as a Board policy or whether it may be adopted as an administrative policy.

Broad, inflexible policy statements are normally considered Board policy. Rules and regulation type policies used in every day routine of operations are generally considered administrative policies.

2. The committee will make determination for type of policy when item is presented to the committee.

3. All items receiving approval of the committee will be sent to the administration and/or Board of Education with a recommendation for adoption.

c. When Board policies are finalized in committee, they will be immediately submitted to the Board, who in turn must

1. submit a reply in writing to all members of this committee within ten (10) days after an item was presented at a meeting of the Board of Education,
2. submit reason(s) justifying their actions for every policy rejected.

d. Items adopted by the Board of Education and/or Administration will be identified with date of approval, effective date, and notation that it was developed by the LEA-ADMINISTRATION COMMITTEE.

e. Any policy item recommended by the committee and subsequently accepted by the Board of Education or Administration may not be unilaterally changed. If changes are requested by either party, the item must be re-studied and re-developed by the committee and further recommended for acceptance by the Board of Education and/or Administration. A rejected policy may be resubmitted for further consideration immediately to the Board.

3.5 EXCLUSIONS

a. This agreement excludes presumption that the Association and the Board of Education considers salary and fringe benefits exclusively as "terms and conditions of employment" in formal negotiations with the Board.

b. In no way does this agreement exclude the Association and the Board of Education from presenting non-monied proposals as "terms and conditions of employment" at future Board-Association negotiations, nor excludes the Board or Association from accepting said proposals.

ARTICLE IV

INDIVIDUAL GRIEVANCE PROCEDURE

4.1 Definitions

a. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement.

b. An "aggrieved employee" is the person or group of employees making the claim.

c. A "party in interest" is the employee or group of employees making the claim and any employee who might be required to take action or against whom action might be taken in order to resolve the claim.

4.2 Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

4.3 Procedure

a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

b. Any employee who has a complaint shall first discuss it with his Assistant Principal or Principal within five (5) days following the date of the condition or event giving rise to the complaint. If no satisfactory solution is reached, then the employee may continue his appeal to the Superintendent of Schools.

c. If, after fifteen (15) days following the date of the condition or event giving rise to the complaint, the aggrieved employee is not satisfied with the disposition of his complaint, or if no decision has been rendered within that

period, the complaint shall be called a grievance and within five (5) days thereafter shall be stated in writing by the aggrieved employee on a form provided by the Superintendent of Schools and filed as hereinafter provided. The written grievance shall set forth all the facts necessary to understand and decide the issue involved.

d. Within the five (5) day period provided in the preceding paragraph (c) the aggrieved employee may file his grievance with the Superintendent of Schools or the employee may refer the grievance to the Executive Council of the Association for consideration and on the same date file a copy of the grievance with the Superintendent of Schools, noting thereon the referral to the Executive Council.

e. If the grievance is referred to the Executive Council then within fifteen (15) days it shall: (i) determine whether the grievance has or may have merit in which event, it shall submit the Council's recommendations in writing for further consideration by the Superintendent of Schools; or (ii) determine that the grievance is without merit, in which event the Council will so advise the employee in writing and a copy of its finding shall be sent to the Superintendent of Schools.

f. If the grievance is not satisfactorily resolved by the Superintendent of Schools within twenty (20) days after presented to him in writing, he shall, at the request of the employee or Association, submit it to the Personnel and Policy Committee of the Board for a decision within thirty (30) days.

4.4 An employee may individually or along with representation of his own choosing, upon so advising the Superintendent of Schools and the Executive Council in advance, appear in the submission of his grievance to the Personnel and Policy Committee of the Board in which event, he shall receive a decision within thirty (30) days.

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

4.6 All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE V

RIGHTS NOT IMPAIRED

5.1 Recognition granted hereunder shall not impair the rights under Section 19 of Article I of the New Jersey Constitution.

5.2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under any statute of the State of New Jersey, including Title 18A Education of the New Jersey Statutes or other applicable statutes and regulations.

ARTICLE VI

SALARIES

6.1 The salaries of all employees covered by this Agreement are set forth in the Schedule which is annexed hereto and made a part hereof.

ARTICLE VII

EMERGENCY AND PERSONAL LEAVE

7.1 Every employee will be granted emergency and/or personal leave in the amount described below without salary deduction for urgent personal or emergency reasons.

7.2 Personal leave must be requested and approved by the Superintendent at least five school days in advance of the time for which such leave is requested. Emergency events not predictable five days in advance will be considered immediately.

7.3 Personal leave is not to be used for purposes of pleasure, recreation, job interviews, housework, resting and the like.

7.4 Emergency and Urgent Personal Business is Defined as follows:

(a) Religious Holy Days

(b) Death in the immediate family (parents, siblings, spouse and children)

(c) Serious illness in the immediate family (parents, spouse, children)

(d) Emergencies (catastrophes, fires, accidents)

- (e) Attending graduation or wedding of a son or daughter
- (f) Court order
- (g) Jury Duty
- (h) Birth of child to wife
- (i) House Settlement

7.5 The amount of time Emergency and Personal Leaves may be taken is as follows:

(a) Religious Holy Days - Up to two days may be granted in recognition of religious holy days.

(b) Death in Immediate Family - (i) Up to three days may be granted in case of death within the immediate family (parents, siblings, spouse and children).

(ii) One day may be granted in case of death of other close relatives. (Uncle, aunt, grandparent, grandchild, and first cousins).

(c) Serious Illness in Immediate Family - Up to two days may be granted for illness or injury of immediate family where the presence of the employee is essential. (Spouse, and children). A statement must be presented by the attending physician.

(d) Emergencies - One day may be granted for emergencies involving catastrophes of fire, wind, and water to the employee's household or possessions.

(e) Graduation, Wedding of Son or Daughter - One day may be granted to attend a graduation or wedding ceremony of a son or daughter, if such ceremony occurs within the time period of a regular school day; or if such ceremony occurs such distance from school that time is needed for travel.

(f) Court Order - The amount of time in excess of one day in response to a court order is left to the discretion of the Superintendent as approved by the Board.

(g) Jury Duty - The Board will pay the difference between jury duty pay and the average daily earnings of such employee. The employee must present a completed form as proof of jury duty which is obtained from the Court at the time of service.

(h) Birth of Child to Wife - One day may be granted on the day of the birth of a child to employee's wife.

(i) House Settlement - One day may be granted for settlement of house purchase.

7.6 An employee may not receive more than three emergency or personal leave days during the period of a given school year.

7.7 Emergency or personal leave is in no way accumulative.

7.8 Other requests for emergency or personal leave, with or without pay, shall be at the discretion of the Superintendent as approved by the Board.

ARTICLE VIII

SICK LEAVE

8.1 The statutes provide for ten (10) sick leave days per year without loss of pay. Unused sick leave days are to accumulate as long as the employee is employed in the district. (The Board shall grant twelve (12) sick leave days per year to all employees on 12 month contracts.)

8.2 On missed days beyond accrued sick leave: (a) Employees contracted for ten months will have deducted 1/200th of their contracted salary for each day of absence in excess of the total of their accrued sick leave, and (b) Employees contracted for twelve months will have deducted 1/240th of their salary for each day of absence in excess of the total of their accrued sick leave.

ARTICLE IX

SABBATICAL LEAVE

9.1 The purpose of a sabbatical leave is to assist a member of the professional staff to become more valuable as an educator for the Lenape Regional High School District.

9.2 A member of the professional staff may be granted a sabbatical leave of absence after seven years of consecutive employment following the acquisition of tenure in the Lenape Regional High School District.

9.3 Sabbatical leave may be granted for such purposes as:

- (a) Professional study at an approved college or university.
- (b) Approved research or study

(c) Professionally related travel with study under the auspices of an approved college or university.

9.4 Sabbatical leave may be granted at the discretion of the Board, based upon program value and seniority of service, to no more than two percent of the educational staff within the district during a given school year.

9.5 Application for Sabbatical Leave:

(a) Must be made no later than January 1st, preceding the school year for intended leave.

(b) Must have a detailed written statement attached to application giving the purpose of the leave, plan of the activity to be pursued, the length of time involved, and anticipated value of the experience to the individual in improving his professional competency and ability to serve the system.

9.6 Sabbatical Leave Time Periods are:

(a) One year period - September through June

(b) Half-year period -

(a) September through January

(b) February through June

9.7 Reimbursement will be as follows:

(a) Reimbursement will be granted at a rate equal to 50% of the last year's salary for a full or half-year period.

(b) Payment or reimbursement to be made in accordance with regular payroll dates.

9.8 While on leave, the employee shall not engage in gainful employment except by written agreement with the Board. Scholarships and fellowships do not constitute gainful employment.

9.9 Sabbatical leave time shall be recognized for purposes of salary increment and pension eligibility.

9.10 General Conditions governing sabbatical leave are:

(a) Seven consecutive contractual teaching years must have passed since the first sabbatical for an individual to become eligible for another. Applicants who have not previously received a sabbatical will be given preference before a second is granted an individual.

(b) The employee shall agree in writing to return to his position (or a comparable one) in the school system for a period of at least two years following the completion of his leave. In the event the employee does not return, he shall reimburse the Board of Education for the amount of money received for sabbatical leave.

(c) When the employee returns, he shall submit a written report to the Board containing all pertinent data and information on his activities during the period of the leave in verification of the stated purposes made in the original application.

ARTICLE X

MATERNITY LEAVES OF ABSENCE

10.1 Any woman employee who shall marry while in service shall report such fact immediately with the name of her husband, to the Superintendent, who shall record the marriage name on the records, and report the marriage and the marriage name to the Board.

10.2 As soon as any married woman employee shall become aware of her pregnancy, she shall forthwith submit her resignation, effective not later than four months before the date of expected confinement she shall apply for a leave of absence and such married woman shall accept a leave of absence, with loss of full pay, as provided in these regulations when granted by the Board.

10.3 A maternity leave of absence shall be for a period of at least 15 calendar months beginning not less than four months before the approximate date of expected confinement and ending not earlier than a year from the following September. The expiration of all maternity leaves of absence shall coincide with the beginning of a school year shall be construed as having extended for 15 months one year from the following September.

10.4 Nothing herein shall be construed as obligating the Board to grant maternity leaves of absence to married women employees who are not on tenure.

ARTICLE XI

HEALTH INSURANCE

11.1 Blue Cross, Blue Shield, and Rider J will be provided on a full share no cost basis to the individual employees.

11.2 The Board will make the Blue Cross Group Major-Medical policy available for voluntary subscription by the employees at no cost to the Board.

ARTICLE XII

MISCELLANEOUS PROVISIONS

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

12.2 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

12.3 Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

12.4 The use of the singular masculine pronoun herein shall include singular and plural, masculine and feminine.

ARTICLE XIII

DURATION OF AGREEMENT

13.1 The provisions of Article I hereof, "Recognition and Bargaining Unit", shall be effective upon the date of

signing this Agreement, and all other provisions of this Agreement shall be effective as of July 1, 1970, and all provisions of this Agreement shall continue in effect until June 30, 1971.

In Witness Whereof, the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon and the Association has caused this Agreement to be signed by its President and Secretary.

BOARD OF EDUCATION OF LENAPE
REGIONAL HIGH SCHOOL DISTRICT

By _____
President

Attest: _____
Secretary

LENAPE EDUCATION ASSOCIATION

By _____
President

Attest: _____
Secretary

SCHEDULE A

LENAPE REGIONAL HIGH SCHOOL DISTRICT
MEDFORD, NEW JERSEY

TEACHER SALARY GUIDE

Total Public Teach. Exper.	No. Yrs. in Lenape District	Step	A Basic Degree	B Basic Degree +15	C Basic Degree +30	D Subj. Master or Bas. Degree +45	E Subj. Master +15 or Basic Dg. +60	F Subj. Master +30	G Earned Dr. in Field
		1	7200.	7450.	7700.	7950.	8200.	8450.	8700.
		2	7500.	7750.	8000.	8250.	8500.	8750.	9000.
		3	7800.	8050.	8300.	8550.	8800.	9050.	9300.
		4	8100.	8350.	8600.	8850.	9100.	9350.	9600.
		5	8400.	8650.	8900.	9150.	9400.	9650.	9900.
		6	8700.	8950.	9200.	9450.	9700.	9950.	10,200.
		7	9100.	9350.	9600.	9850.	10,100.	10,350.	10,600.
		8	9400.	9650.	9900.	10,150.	10,400.	10,650.	10,900.
		9	9700.	9950.	10,200.	10,450.	10,700.	10,950.	11,200.
		10	10,000.	10,250.	10,500.	10,750.	11,000.	11,250.	11,500.
		11	10,350.	10,600.	10,850.	11,100.	11,350.	11,600.	11,850.
		12	10,700.	10,950.	11,200.	11,450.	11,700.	11,950.	12,200.
		13	11,050.	11,300.	11,550.	11,800.	12,050.	12,300.	12,550.
		14			11,900.	12,150.	12,400.	12,650.	12,900.
		15						13,000.	13,250.

The Board of Education, upon recommendation by the Superintendent, may give a \$300.00 increment (in addition to any regularly scheduled increment) to a teacher at the beginning of his eleventh (11th) consecutive contractual year of teaching service to the Lenape Regional High School District.

Effective: July 1, 1970

SCHEDULE B

LENAPE REGIONAL HIGH SCHOOL DISTRICT

EXTRA-CURRICULAR SALARY GUIDE

<u>Sport</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Boys Sports:			
Athletic Director	\$900	\$1000	\$1100
Football-Head Coach	900	1000	1100
" Assistant	500	550	600
Basketball-Head Coach	900	1000	1100
" Assistant	500	550	600
Baseball-Head Coach	500	600	700
" Assistant	350	450	550
Track-Head Coach	500	600	700
" Assistant	350	450	550
Wrestling-Head Coach	900	1000	1100
" Assistant	500	550	600
Gymnastics-Head	400	475	550
Cross Country-Head Coach	350	425	500
Soccer-Head Coach	450	550	650
" Assistant	350	425	500
Swimming-Head Coach	450	525	600
" Assistant	350	400	450
Tennis-Head Coach	300	350	400
Bowling-Head Coach	300	350	400
Golf-Head Coach	300	350	400
Girls Sports:			
Basketball-Head Coach	300	375	450
" Assistant	200	250	300
Hockey-Head Coach	300	375	450
" Assistant	200	250	300
Softball-Head Coach	300	375	450
" Assistant	200	250	300
Swimming-Head Coach	300	375	450
" Assistant	200	250	300

Effective: July 1, 1970