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AGREEMENT

TERMS AND CONDITIONS OF EMPLOYMENT

between

Delaware Valley Teachers Association

and

Delaware Valley Regional Board of Education

PREAMBLE

The parties to this agreement recognize that the welfare and education of the Delaware Valley Regional High School District students is paramount in the operation of the school and will be promoted by both parties.

1972-1973
1973-1974
1974-1975
1975-1976

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ARTICLE I

AGREEMENT

A. Recognition

The Delaware Valley Regional High School Board of Education, hereafter referred to as the Board, recognizes the Teachers Association, hereafter called the Association, as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all employees listed below, whether under contract, on leave or on per diem, employed, or to be employed by the Board:

Teachers

School Nurse

Librarian

Guidance Counsellors

B. Definitions

Unless otherwise indicated, the term Teacher as used in this agreement shall refer to all those but only those Board Employees specified in section A, above, and whether male or female.

C. Application

This agreement or any subsequent negotiated agreements shall apply to all personnel as defined in section A, above, (Recognition.)

D. Duration of Agreement

The Agreement shall take effect on the July 1 following acceptance, ratification and signing by both the Association and the Board.

This Agreement shall expire on June 30 of the year following its adoption unless otherwise negotiated.

E. Association as Sole Representative

The Board shall not negotiate with any organization representing the employees listed in Section A, other than the Association during the period that the Agreement is in effect.

F. Amendment of Modification

This Agreement shall not be amended or modified during its term except by negotiation resulting in an Appendix document, ratified by the full Board, and by secret ballot of the Association and signed by both parties.

G. Signatories

The Agreement shall be signed by the President and Secretary of both parties.

ARTICLE II

NEGOTIATING PROCEDURE

A. Negotiation Meetings

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of the State of New Jersey in a good faith effort to reach agreement concerning terms and conditions of teachers employment. Such negotiations shall begin not later than the first full week of November of the year preceding the year in which the current agreement expires.

B. Representatives

Each party shall select its own representatives to the negotiation meetings, and neither shall have any control or influence over selection of the representatives of the other.

The representatives shall be empowered to discuss all terms of the agreement, make proposals and counter proposals, and indicate acceptability of tentative agreements. However, the final Agreement can only be accepted by a meeting of the full Board, and must be ratified by a secret ballot of all represented teachers before it can be signed by the two parties.

C. Interim Meetings

If an interim meeting relating to the Agreement is required, the requesting party shall submit to the other, at least three days prior to the proposed meeting, a written agenda listing matters to be discussed. Both parties shall mutually determine the date of the meeting, which shall be held not later than fourteen days following the request.

The interim meetings shall not infringe upon or bypass the established grievance procedure as defined in Article III.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A grievance shall be defined as a complaint by a teacher, group of teachers, the Association, or the Board of Education, relating to an alleged violation or variation from the terms of this agreement.

B. Board and Association Grievances

The Association or the Board may initiate a grievance by notifying the other party in writing of the nature of the grievance. The notified party shall cooperate in arranging a meeting of representatives within fourteen days of receipt of the notice. The meeting shall concern itself only with grievances as specified.

C. Teacher Grievances

Any individual member of the Association shall have the right to appeal any violation, interpretation and application of policies in this Agreement and administrative decisions affecting him through administrative channels. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of the Delaware Valley Education Association or another person of his own choosing currently employed by the Delaware Valley Regional Board of Education to appear with him or for him at steps one and two. At steps three and four, he may appear with anyone of his own choosing providing a representative of the Association is present.

D. Teacher Grievance Procedure

1. Any teacher who has a grievance shall, within seven (7) school days, discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he shall set forth his complaint in writing to the superintendent stating the nature of the grievance and the article and section of the Agreement allegedly violated and the possible remedy. The principal shall communicate his decision with reasons to the teacher in writing within five (5) school days of receipt of the written complaint.

3. If the grievance is not resolved to the teacher's satisfaction, he may request a review by the Board of Education within fifteen (15) school days. The request shall be submitted in writing through the administrative principal who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the teacher and/or his representative if requested and render a decision with reasons in writing within 30 calendar days.

4. Any grievance not resolved to the satisfaction of the teacher after review by the Board of Education, shall within fifteen (15) days after Step 3 at the request of the teacher be submitted to a mutually acceptable individual or advisory board.

If either the Board or Association turns to a third party or to consultants for assistance in resolving a grievance both parties are bound by the decision of the third party.

Each party shall pay costs and expenses which may be incurred in securing and utilizing the services of any individual or advisory board until such time as both agree on a mutual third party, in which case the expenses will be shared equally.

E. Publicity

If any party, including an individual teacher, elects to follow the grievance procedure, neither he nor any other party to the grievance negotiation will discuss or reveal any of the details to the news media, the public, students, or anyone not involved in the specific grievance.

F. Miscellaneous

1. The time limits specified for the grievance steps may be extended by mutual consent of the parties involved
2. By following the grievance procedure, the Board of the school administration relinquishes none of its legal prerogatives
3. The grievant has no right to refuse or disobey an administrative directive on the grounds that he has instituted a grievance
4. The right of a grievant to appeal a decision to the Commissioner of Education or a higher tribunal shall not be denied by the Board. However, if an appeal is made by any party, written notice shall be given to all concerned within fourteen days.

ARTICLE IV

TEACHERS' RIGHTS

A. Pursuant to Chapter 303, Public Laws of State of New Jersey 1968, the Board hereby agrees that all employees as defined in Article I of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations.

The Board shall not deprive any teacher the enjoyment of any rights conferred by Chapter 303, Public Laws of the State of New Jersey 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages or any terms of conditions of employment by reason of his membership in the Association.

B. No teacher shall be prevented from wearing official pins or other identification of membership in the Association

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the educational program and the financial resources of the district, including but not limited to: class size, number of specialists, annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premiums and experience figures, names and addresses of all teachers, and such other information as available to the public that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE VI

TEACHER WORK YEAR

A. In-School Work Year

1. Ten (10) month personnel

The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall be the calendar established by the board.

2. Definition of in-school work year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

3. Inclement Weather

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

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

A. Length of the day

The arrival and departure times for all teachers shall be designated in Schedule C, however, their total in-school workday shall consist of not more than seven (7) hours and fifteen (15) minutes which shall include a duty-free lunch period as guaranteed to teachers under Section C of this ARTICLE.

B. Arrival and dismissal time

Except as clarified in paragraph 4 below, no teacher shall be required to report for duty earlier than ten (10) minutes before the opening of the pupil's school day, and shall be permitted to leave twenty (20) minutes after the close of the pupil's school day, except as otherwise designated in Schedule C. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.

C. Extra pay for extra service

Any teacher who is required to work beyond the regular teacher in-school work year as defined in ARTICLE VI or beyond his total in-school workday as defined in paragraphs A and B above, shall be compensated at seven dollars and fifty cents (\$7.50) per hour.

D. Earned personal days

The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a

teacher may be assigned to serve as a substitute. Volunteers and assigned teachers shall receive one (1) earned personal day for every six (6) periods covered or \$5.00 per every one (1) period covered. Such coverage shall be arranged by the principal of the school and shall be distributed as equitably as possible among the teachers in the school.

E. Teaching load

The daily teaching load in the school shall be six (6) periods based on an eight (8) period day. An exception to this article can be made with the agreement of the teacher, Association and the Board. In this case an extra \$850 (eight hundred fifty dollars) will be paid for each period, to be prorated based on the number of marking periods in which the seventh class occurs. Guidance is excluded.

ARTICLE VIII
NONTEACHING DUTIES

A. Intent

The Board and Association acknowledge that a teachers' primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end.

B. Cafeteria/Hall Duty

Teachers assigned cafeteria/hall duty will be compensated at the rate of \$250 per year.

ARTICLE IX

TEACHER EMPLOYMENT

Teachers shall be notified of their contract and salary status for the ensuing year no later than March 30.

ARTICLE X

SALARIES

A. Salary Schedule

1. The salary of each teacher covered by this Agreement is set for in Schedule "A" which is attached hereto and made a part hereof.

2. Ten (10) month

Each teacher employed on a ten (10) month basis shall receive his pay in twenty (20) equal semi-monthly installments. The second and fourth Friday of the month are designated as paydays.

3. Summer pay plan

Each teacher may individually elect to have ten (10) percent of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final pay day in June, or according to a schedule of payment throughout the summer as requested by the teacher, or upon death or termination of employment, if earlier.

4. Exceptions

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

5. Final pay

Each teacher shall receive his final pay on his last working day in June, provided he is not on a 12 month plan.

6. Department Chairmen

The board of education recognizes that the department chairmen play an integral part in the total school program. They have the responsibility of developing and improving curriculum,

supervision of members of their departments, and responsibility for ordering and inventoring equipment, books and supplies. These duties are carried out both during the school year and during the summer. Recognizing this, the department chairman will be remunerated at the rate of \$150. per department member including the chairman. Department chairmen will be given a teaching load not exceeding four periods.

B. Co-curricular Activities

1. Co-curricular activities are listed in Schedule B
2. Appointments to these duties are on a yearly basis, without tenure, but with experience credit from one to five years as shown
3. Appointments shall be recommended by the Administration and approved by the Board.
4. Experience credit
 - a. An assistant coach named to a head coaching position in the same activity, will receive credit for one year's experience on the head coach's guide for each two years of assistant coaching experience
 - b. A person named to an assistant coaching position who has had previous experience as a head coach in that sport will receive credit for each year's experience as a head coach
 - c. The experience of a coach in one co-curricular activity will not count for placement on the salary guide when assuming a contract for another activity. A beginning coach will be placed on the first step of the guide in the new coaching position.

ARTICLE XI

TEACHER ASSIGNMENT

A. Notification

1. Date for presently employed teachers

All teachers shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than Aug. 1. A list of said schedules and assignments shall be simultaneously sent to the Association.

2. New Teachers

The superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The superintendent shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than Aug. 1.

3. Revisions

In the event that changes in such schedules, class and/or subject assignments or room assignments are proposed after Aug. 1 any teacher affected shall be notified promptly in writing.

ARTICLE XII

NOTIFICATION OF VACANCIES

1. Date

No later than March 30 of each school year, the superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year. Additions or deletions to this list should be posted as soon as possible.

ARTICLE XIII

ACCREDITED EVENING HIGH SCHOOL - SUMMER SCHOOL -
HOME TEACHING AND FEDERAL PROGRAMS

A. Posting

All openings for positions in the accredited evening high school, summer school, home teaching, federal projects, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized by the superintendent. Summer school and accredited evening high school openings shall be publicized not later than the preceding March 1 and June 1 respectively and teachers shall be notified of the action taken not later than May 1 and September 1, respectively. Home teaching openings shall be posted as they occur.

B. Criteria

In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, and quality of teaching performance.

C. Salary

Salary schedules for positions included in this ARTICLE shall be negotiated under procedures outlined in ARTICLE II of this Agreement along with regular salary schedules wherever possible, or at such other times as may be appropriate in order to conform to the time requirements for the implementation of said programs. For this article, only programs over which the Board has full control are included.

ARTICLE XIV

COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding a teacher made to any member of the administration by any parent, student, or other person which does or may influence evaluation of a teacher shall be processed according to the procedure outlined below.

B. Meeting with Principal or Immediate Superior

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

C. Right to Representation

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

D. Procedure

Step 1.

In the event a complaint is unresolved to the satisfaction of all parties, the complaint shall be submitted in writing to the principal.

Step 2.

Upon receipt of the written complaint the principal or his designee shall confer with all parties. The teacher shall have the right to be present at all meetings of the principal or his designee and the complainant.

Step 3.

If the complaint is unresolved, the complaint then goes to the superintendent.

Step 4.

If the superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher he shall forward the results of his investigation along with his recommendation, in writing, to the Board and a copy to all parties concerned.

Step 5.

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

Step 6.

Any complaint unresolved under Step 6, may be submitted by the teacher to the grievance procedure as set forth in ARTICLE III of this Agreement and shall commence at Level 3.

ARTICLE XV

TEACHER FACILITIES

A. Special Clothing

By the beginning of the 1971-72 school year, the Board shall provide gym uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial arts teachers.

ARTICLE XVI

TEMPORARY LEAVES OF ABSENCE

A. Teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies).

Up to one (1) day for the purpose of visiting other schools.

Five (5) days absence with pay will be allowed in any one school year for critical illness or death in the immediate family. This allowance cannot be accumulated from year to year.

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

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to two (2) years may be granted by the Board to any teacher who joins the Peace Corps, Vista, National Teacher Corps or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs or has accepted a Fulbright Scholarship.

B. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

ARTICLE XVIII
SABBATICAL LEAVES

A. A sabbatical leave may be granted to a teacher by the Board for study within his related area subject to the following conditions:

1. Sabbatical leaves may be granted to only one teacher at any one time.

2. Requests for sabbatical leave must be received by the Principal in writing in such form as may be mutually agreed on by the Association and the Principal, no later than December 1, and action must be taken on all such requests no later than February 1st, of the school year preceding the school year for which the sabbatical leave is requested.

3. The teacher has completed at least seven (7) full school years of service in the Delaware Valley Regional School District.

4. A teacher on sabbatical leave (either for one-half of a school year or for a full school year) shall be paid by the Board at fifty (50%) percent of the salary rate which he would have received if he had remained on active duty.

5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of absence.

6. A teacher receiving a sabbatical leave must return to Delaware Valley to teach for the three (3) years following the completion of the leave. If this obligation is not fulfilled, the Board must be reimbursed by the recipient. (e.g. - if a teacher should return from a sabbatical leave, teach in Delaware Valley

Regional High School for one (1) year, and then leave the system, he must repay the Board of Education $2/3$ of the salary he received during the sabbatical leave.

The Association and the Board believe a teacher on sabbatical leave has an obligation to live up to the terms and conditions of the sabbatical leave policy.

ARTICLE XIX

SICK LEAVE

A. Personal Illness

All teachers covered under this contract who are steadily employed by the Board of Education . . . shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year . . . any teacher employed in the continuous education program shall be allowed one (1) additional sick leave day . . . accumulated sick leave may be utilized during the continuous education program . . . all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

B. Sick Leave Accumulated in Another District

No "carry over" sick leave from another district will be recognized.

C. Quarantine

An employee is expected to remove himself from contagion. Should a teacher be absent because of quarantine by the Board of Health, no deduction in pay or sick leave shall be made.

D. Sickness in family

An employee shall be granted a sick day in the event of an illness in the immediate family.

ARTICLE XX

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Purpose

In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction. The parties further agree that each teacher should fulfill the obligation for professional improvement in ways that best serve his own problems, functions, interests, and needs.

B. Programs

The Board agrees to implement the following at the beginning of the 1971-72 school year:

1. Pay and expenses for required training

To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, inservice training sessions, or other such sessions which a teacher is required and/or requested by the administration to take. Said teacher shall also be compensated for all time spent in actual attendance at said sessions beyond his regular working day and year at his regular rate as defined in ARTICLE VII, Section C, of this Agreement.

2. Voluntary Professional Growth and Development

a. A tenure teacher shall be paid a maximum of \$500 for tuition and books for the period between July 1 to June 30.

b. A non-tenure teacher shall be paid a maximum of \$300 for tuition and books for the period between July 1 and June 30.

3. Summer Program for Professional Development

To afford a teacher the opportunity to participate in a Voluntary Summer Program for Professional Development. These activities shall contribute to the professional development of the participating teacher and to the educational advantage of the students served by the District. Participation in this program shall take place for a period of not more than one (1) month during July and/or August and participants shall be remunerated on a pro-rated basis, according to their monthly salary for the school year beginning July 1st of the summer employed.

a. Teachers may apply for this program no later than December 1. Applications shall be submitted to the superintendent. The Board shall receive, review, and approve or disapprove applications. All applicants shall be notified no later than April 1 of each year as to whether their applications have been approved.

b. The funds appropriated for this program shall be used to finance projects evaluated by the Board as fulfilling the objectives of the program.

4. Innovative Grants

To afford a teacher the opportunity of designing and implementing innovative educational ideas and techniques.

a. The aim and purpose of this Section shall be to encourage creative and innovative teachers to experiment in order to better meet the educational needs of the students of the Delaware Valley Regional School District. Applications for grants shall be submitted no later

than December 1 and awards shall be announced no later than April 1.

b. No individual grant under the terms of this Section shall exceed two thousand (\$2,000) dollars.

ARTICLE XXI

INSURANCE PROTECTION

A. The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and, in cases where appropriate, for family-plan insurance coverage.

Provisions of the health-care insurance program shall be as follows:

N. J. Blue Cross - Blue Shield

Rider J

Major Medical Coverage

ARTICLE XXII

SUPERVISION OF STUDENT TEACHERS

A. Mutual Responsibility

The Board and the Association mutually recognize that the education of children of the Delaware Valley Regional School District is their primary responsibility. The Board and the Association further recognize their responsibility to assist in the effective training of future teachers under the highest standards.

B. Procedures

The following procedures shall govern the supervision of student teachers:

1. Temure

No teacher shall have a student teacher under his supervision unless said teacher has obtained temure status.

2. Voluntary participation

Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment.

3. Academic record of student teachers

Prior to the assignment of student teachers, the superintendent shall provide each prospective cooperating teacher with a transcript of a student's college courses and grades to date, statements relative to his academic proficiency from not fewer than three (3) of his college instructors, and a statement from his teaching supervisor assessing his potential strengths and weaknesses in the classroom.

4. Consent

Each teacher shall have the right to accept or reject a student teacher. The teacher shall receive the request to take a student teacher at least nine (9) weeks prior to the student's introduction to the classroom.

5. Released Time

Each cooperating teacher shall be provided with released time to pay for attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university.

6. Assignments

A cooperating teacher shall not be given additional assignments outside of his regular responsibilities during the period he is supervising a student teacher.

7. Materials and supplies

Each student teacher shall be provided with appropriate materials and supplies including, but not limited to, a copy of each textbook used in any course he is teaching, a copy of this Agreement, a copy of Board and building policies, and a grade book.

8. Eligibility to teach

A student teacher shall teach only in areas for which he will be eligible for certification.

9. Substitution

A student teacher shall not be used as a substitute teacher.

10. Information for cooperating teachers

Any preparing institution with which the Board shall cooperate in a program of student teaching will provide each cooperating teacher in writing with the following:

a. Information about the student teacher, such as his background, college record, interests, talents, and special problems of which the cooperating teacher and school administrator should be aware.

b. Information about the college program and the college's expectations and requirements for student teachers.

c. Specific information about the date the student will begin the assignment, when he will complete the assignment, and holidays or special events which affect the student teacher's attendance.

ARTICLE XXIII

PROTECTION OF TEACHERS, STUDENTS AND PROPERTYA. Unsafe and Hazardous Conditions

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or wellbeing. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board immediately to develop mutually acceptable programs to guarantee the safety of students, teachers, and property.

B. Reasonable Force

As specified in 18A:6-1, a teacher may, within the scope of his employment, use and apply such amount of force as is reasonable, and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

C. Action Before Board or Commissioner

Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher.

D. Assault1. Legal assistance

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

2. Leave

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

3. Reimbursement for personal property damage

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

4. Medical

A teacher shall not have sick days deducted from his accumulated sick days if he is absent because of an injury sustained in the course of his employment.

E. Reporting Assaults

1. Principal or immediate superior

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

2. Superintendent

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

ARTICLE XXIV
PERSONAL AND ACADEMIC FREEDOM

A. Personal

The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his assigned functions during the workday.

B. Citizenship

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

C. Academic Freedom

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Delaware Valley Regional School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

1. Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously or otherwise controversial material, provided only that said material is relevant to the course content.

2. Personal opinion

In performing their teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all

matters relevant to the course content, provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration, or the Board.

ARTICLE XXV

N. J. E. A. CONVENTION

Each teacher shall be reimbursed at the rate of twenty (\$20.00) dollars per day for a two day period upon receipt of N. J. E. A. convention certificate of attendance.

ARTICLE XXVI

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers dues for the United Teaching Profession as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N. J. Public Laws of 1969 (N.J.S.A. 52: 14-19.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the D. V. R. Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

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

B. Local, State and National Services

The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and appropriate association.

ARTICLE XXVII
MISCELLANEOUS PROVISIONS

A. Administrative Lateness

It is the policy of the Board that the public schools are created and supported for the benefit of the pupils and the resulting benefit to their parents and the community at large.

It is fundamental that school programs cannot commence and pupils cannot be taught at prescribed times without the punctual and reliable attendance of members of the teaching staff. Therefore, a prerequisite for efficient performance of a teacher's professional duties is his punctual commencement of all regularly assigned duties and such extra-curricular or co-curricular duties as may from time to time be reasonably assigned.

ADMINISTRATIVE GUIDE

The salary of a teaching staff member will be assessed for services not rendered or services partially rendered as follows:

1. The accumulation of four (4) latenesses to an assigned duty within any given school year will result in a \$15.00 deduction from pay at the instance of the fourth tardiness. Each lateness, after the first accumulation of four in a given school year, will result in an assessment of \$5.00 per lateness.

2. Absence during a portion of a working day shall result in an assessment equal to the ratio of the periods missed to the total periods offered, times 1/200 of the employee's annual salary.

Each time an employee is late for an assigned duty, he is to be notified by the administration in writing. The employee shall have the right to justify his lateness.

Whether failure to perform a contracted duty is excusable or not shall be determined by the Principal or Superintendent in accordance with applicable district rules. Tardiness assessment shall not be cumulative from one school year to the next. Records of tardiness and assessment will be retained in the employee's file.
References: 18A:11-1, 18A:27-4, 18A:28-5 and 18A:30-6

Tenure Hearing of James C. MacDonald, Comm. Dec. 5/16/73

Central Regional Education Association v. Central Regional H. S. District, Comm. Dec. 4/23/73

Tenure Hearing of Robert H. Beam, Comm. Dec. 3/20/73

Barry Kotler v. Manville Board of Education, Comm. Dec. 4/26/72

Smith v. Paramus Board of Education 1968 S.L.D. 62

Farmer v. Camden Board of Education 1967 S.L.D. 287

B. Nondiscrimination

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

C. Board Policy

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.

D. Savings Clause

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

E. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, applications shall continue in full force and effect.

F. Compliance between Individual Contract and Master Agreement

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

G. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Now printed at expense of both parties on an every other year basis.

H. Notice

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

ARTICLE XVIII
MEDICAL SCREENING

Medical screening expenses at Hunterdon Medical Center not to exceed a cost of thirty dollars (\$30.00) per person, shall be provided.

SALARY SCHEDULE A ADDENDUM

ADOPTED FOR 1972-73

Salaries for the 1972-73 school year for all members of the staff covered by the Agreement between the Delaware Valley Teachers Association and the Delaware Valley Regional Board of Education will be established as follows:

1. Teachers at Steps 1 through 12 of the 1971-72 Salary Guide during the 1971-72 school year will be placed in their proper position on the 1971-72 Salary Guide in accordance with years of experience and degree status recognized by the Board, and in addition, will receive an increase of 3.5% of their base salary in effect during the 1971-72 school year.
2. Teachers at Step 13 of the 1971-72 Salary Guide or beyond during the 1971-72 school year, will receive a total increase of 5.5% of their base salary in effect during the 1971-72 school year.

SALARY SCHEDULE AGREEMENT ADDENDUM

ADOPTED FOR 1973-74

Salaries for the 1973-74 school year for all members of the staff covered by the Agreement between the Delaware Valley Teachers Association and the Delaware Valley Regional Board of Education will be established as follows:

1. Individual 1973-74 employee contracts are to include an increase of 7% over their 1972-73 salary.
2. Individual 1974-75 employee contracts are to include an increase of 7¹/₂% over their 1973-74 salary.
3. Personnel reaching their 4th year and 7th year are to receive an additional \$300.00.
4. An Ad/Hoc Board/Teacher Committee is to be established to study the salary situation in relation to guidelines; thereby arriving at an equitable salary schedule for contracts, beginning with 1975-76.

DELAWARE VALLEY REGIONAL HIGH SCHOOL

1974-75 SCHEDULE A

STEP	B.S.	B.S. +30	M.A.	M.A. +30
1	8677	9322	9967	10612
2	8972	9617	10262	10907
3	9286	9931	10576	11221
4	9944	10658	11373	12086
5	10323	11037	11752	12466
6	10715	11429	12143	13215
7	11373	12086	12801	13515
8	11752	12466	13180	13894
9	12143	12857	13572	14286
10	12559	13274	13988	14703
11	12977	13691	14406	15120
12	13393	14108	14822	15536
13	13809	14524	15238	15953
14	14227	14940	15655	16369
15	14644	15359	16072	16787
16	14925	15654	16382	17110

Any teacher who states in writing that he will retire in three years shall receive an additional \$500.00 above this scale for the three years before his retirement.

SALARY SCHEDULE A AND B AGREEMENT ADDENDUM

ADOPTED FOR 1975-77

Salaries for the 1975-77 school year for all members of the staff covered by the agreement between the Delaware Valley Teacher's Association and the Delaware Valley Regional Board of Education will be established as follows:

1. A salary schedule A for contracts for 1974-75 is established.

2. Individual 1975-77 employee contracts are to include a yearly \$1,400.00 across the board raise plus the increment increase along the guide.

3. A salary schedule B for contracts for 1975-77 is established.

BOYS	STEP 1	2	3	4	5
Director of Athletics	1400	1500	1600	1700	1800
Ass't A. D.	1000	1100	1200	1300	1400
Athletic Business Mgr.	650	700	750	800	850
Football, Head	1300	1400	1500	1600	1700
Football, First Ass't.	1000	1100	1200	1300	1400
Football, Asst. (5)	800	900	1000	1100	1200
Soccer, Head	900	1000	1100	1200	1300
Soccer, Ass't.	700	800	900	1000	1100
Cross Country, Head	800	900	1000	1100	1200
Wrestling, Head	1100	1200	1300	1400	1500
Wrestling, Asst. (2)	800	900	1000	1100	1200
Basketball, Head	1100	1200	1300	1400	1500
Basketball, Ass't. (2)	800	900	1000	1100	1200
Baseball, Head	1000	1100	1200	1300	1400
Baseball, Ass't. (2)	700	800	900	1000	1100
Track and Field, Head	1000	1100	1200	1300	1400
Track and Field, Asst. (2)	700	800	900	1000	1100
Golf, Head	600	700	800	900	1000

GIRLS

Field Hockey, Head	900	1000	1100	1200	1300
Field Hockey, Ass't. (1)	700	800	900	1000	1100
Cross Country, Ass't.	500	600	700	800	900
Basketball, Head	600	700	800	900	1000
Basketball, Ass't. (1)	500	600	700	800	900
Track and Field, Head	900	1000	1100	1200	1300
Track and Field, Ass't (1)	600	700	800	900	1000
Softball, Head	600	700	800	900	1000
Softball, Ass't. (1)	500	600	700	800	900

OTHER	STEP	1	2	3	4	5
Athletic Equipment Mgr.		550	600	650	700	750
Marching Band- Majorettes, Dr.		800	900	1000	1100	1200
Same as above - Ass't. (2)		500	600	700	800	900
Del-Val Delphi		500	600	700	800	900
Yearbook Advisor		500	600	700	800	900
Cheerleader Advisor		500	600	700	800	900
Cheerleader Advisor, Asst (1)		400	500	600	700	800
Stage Band Director		500	550	600	650	700
Student Council Advisor		300	400	500	600	700
Class Advisors (2)		650	700	750	800	850
National Honor Society		200	250	300	350	350
National Thespian Society		200	250	300	350	350
Fall Play Director		400	450	500	600	700
Fall Play, Asst. Director		300	350	400	500	600
Spring Play Director		400	450	500	600	700
Spring Play Asst. Director		300	350	400	500	600
Musical Play:						
Director		500	550	600	650	700
Musical Director		400	450	500	550	600
Business Mgr. Props. Costumes		300	350	400	450	500
Choreographer		250	300	350	400	450
Set Design & Construction (3 Plays)		250	300	350	400	450
Stage Crew Advisor		300	350	400	450	500
School Store		200	250	300	350	350
Club Advisors (10-18)		200	250	300	350	350
Intramural Director (each sports season (3))		400	450	500	550	600
Trainer		600	600	600	600	600

1. After first (1) year of contract, advisor may request a review by superintendent to evaluate increasing step because of increased organizational activity. The association must be informed of any change.
2. \$100 service increment for individual beyond the tenth (10) year at Del Val in same activity, every ten years.

SCHEDULE C

- 8:05 A. M. Teachers present in school
- 3:20 P. M. Teachers departure time (except as noted
Article VII, Section B)