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**THIS DOES NOT
CIRCULATE**

LAMBERTVILLE
BOARD OF EDUCATION
and
LAMBERTVILLE
TEACHERS' ASSOCIATION
CONTRACT
1978-80

Hunterdon County

LIBRARY
School of Management and
Labor Relations

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RUTGERS UNIVERSITY

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PREAMBLE

THIS AGREEMENT, entered into this 27th day of
June, 1976, by and between the BOARD OF EDUCATION
OF LAMBERTVILLE, IN THE CITY OF LAMBERTVILLE, NEW JERSEY,
hereinafter called the "Board", and the LAMBERTVILLE
TEACHERS' ASSOCIATION, hereinafter called the "Association";

RECOGNITION

ARTICLE I:

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel employed by the Board including:

(1) Teachers

(2) Nurses

But, excluding those employees listed under Section C of this Article.

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

C. The administrative principal, secretaries, custodial help and per diem employees are excluded from coverage by this Agreement.

NEGOTIATION PROCEDURE

ARTICLE II:

- A. The parties agree to enter into collective negotiations for a successor Agreement in accordance with the Laws of the State of New Jersey, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment.
- B. 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.
- C. 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.

GRIEVANCE PROCEDURE

ARTICLE III:

A. Definitions:

1. A grievance is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement, and/or established Lambertville School policy.
2. An agrieved person is the person or persons making the claim.
3. A party in interest is the person making the claim and any other person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. A school day shall mean those days during the regular school year during which school is opened.
5. When an end of year grievance is filed, school days as used in this article shall mean week days during the period of the closing of school for the summer until opening of school in September.

B. Purpose:

1. The purpose of this procedure is to secure through an orderly process, rapid and reasonable resolution to problems at the lowest possible level.

C. Procedure:

1. Level One - A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. If no agreement can be reached in two (2) school days, the grievance moves to the next level.
2. Level Two - The teacher with a grievance or the Association's designated representative

shall present the grievance in writing to the administrative principal. If the grievance is not resolved in five (5) school days, the grievance moves to the next level. Any decision at this level will be made in writing setting forth the reasons.

3. Level Three - If the aggrieved person is not satisfied with the resolution of the grievance at Level Two, then the grievance is to be submitted in writing to a combined meeting of the Professional Rights and Responsibilities Committee of the Lambertville Teachers' Association and the Teachers and Grievance Committee of the Lambertville Board of Education so that these bodies might openly discuss the grievance with the hope of resolving it. The administrative principal, the aggrieved party and any party in interest will be present at this meeting. Said meeting shall take place within ten (10) school days after submission of the grievance to Level III. If no resolution can be derived within thirty-one (31) calendar days of said meeting, the grievance then moves to Level Four.

4. Level Four:

- a. If the parties are unable to resolve the grievance, then the party who feels that binding arbitration is desirable and necessary shall notify the American Arbitration Association (A.A.A.) within a forty-five (45) calendar day period following the Board's decision set forth in Section C4 immediately above. The parties shall then be bound by the rules and procedures of the A.A.A. in the selection of an arbitrator.
- b. The arbitrator so selected shall confer with the representative of the Board and the P.R. & R. Committee to hold hearings promptly and issue his decision. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted.
- c. The costs for the services of arbitration shall be borne equally by the Board of Education and the Lambertville Teachers' Association.

D. Rights of Teachers to Representative:

1. Any aggrieved person may be represented at all stages by himself or at his option by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure to state its views.
2. No reprisals of any kind shall be taken by the Board, by any member of the administration or by any member of the Association against any party in interest or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous:

1. If, in the judgment of the P.R. & R. Committee, a grievance affects a group or class of teachers, the P.R. & R. Committee may submit such grievance in writing at Level Two. The P.R. & R. Committee may process such a grievance through all levels of the grievance procedure.
2. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated or selected representatives. All information shall be maintained only in the grievance file-not in any personal personnel file.
3. A grievance initiated by an individual teacher shall be signed by that teacher; if a grievance affects a group or class of teachers and is submitted by the P.R. & R. Committee it shall identify the grievant and/or any person particularly affected by the grievance.
4. In the event at any time period set forth in Paragraph C 1-C5 of this article shall expire or any meeting, discussion, hearing or arbitration set forth in Paragraphs C1-C5 of this article is scheduled to occur at such time as the grievant or the Administrative Principal ~~has a regularly scheduled vacation; the~~ running of such time period or the scheduling of such meeting, discussion, hearing or arbitration shall be postponed until such person returns from or completes his vacation.

TEACHER RIGHTS

ARTICLE IV:

- A. No teacher shall be disciplined or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

- B. Whenever any teacher is required to appear before the principal, Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be with pay.

ASSOCIATION RIGHTS AND PRIVILEGES

ARTICLE V:

- A. Whenever any representative of the Association or any teacher is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings.
- D. The Association shall have the privilege to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to use.
- E. The Association shall have the right to purchase expendable office supplies and other materials from the Board suppliers at the price paid by the Board.
- F. The Association shall have in the school building the exclusive use of a bulletin board in the faculty lounge. The Association may be assigned space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on the central office bulletin board shall be signed by an official of the Association and given to the principal for approval of the signature.
- G. The Association shall have the right to use the inter-school mail boxes as it deems necessary and without the approval of the principal.
- H. The Board shall grant leave to the president of the Association when meeting necessitates such during his term in office with the cost of the substitute being borne by the Association.

- I. All orientation programs for new teachers may be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs. To the extent prohibited by law, the Board shall not be expected to assume the cost of purely social events conducted as part of such orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered an appropriate activity of a board of education.

SCHOOL CALENDAR

ARTICLE VI:

- A. The school calendar shall be set forth annually by the Board at its regular meeting in April. Prior to that meeting, the Association will bring to the attention of the Board, through the administrative principal, any date or dates, that it feels should be considered as non-school days.

- B. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed 184 days. The in-school year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance is required.

TEACHING HOURS AND TEACHING LOAD

ARTICLE VII:

- A. 1. As professionals, teachers shall not be required to clock in or clock out by the hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in roster".
- 2. The total in-school workday for teachers shall consist of not more than six (6) hours and fifty (50) minutes which shall include a duty-free lunch period as guaranteed to teachers under Section C of this Article.
- B. The daily teaching load in the Lambertville Public School shall not exceed five (5) hours of pupil contact.
- C. 1. Teachers shall have a daily duty-free lunch period of at least fifty-five (55) minutes. However, two teachers shall be available for emergency duty during each of the two lunch periods and two for each of the two playground periods, (in any event, not to exceed eight (8) teachers for any one day).
- 2. Teachers may leave the building without requesting permission during any lunch periods they are not on said emergency duty.

NON-TEACHING DUTIES

ARTICLE VIII:

- A. The Association and the Board believes the teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Accordingly:
 - 1. Teachers shall not be required to perform the following duties:
 - a. Collection of funds for:
 - (1) magazine drive;
 - (2) seed sales
 - b. Hand scoring of Iowa Basic Skill Tests.
- B. Attendance at the P.T.A. meetings shall be at the option of the individual teacher, except for the annual Open House meeting of the P.T.A. in October of each year.
- C. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings.
 - 1. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall run for no more than thirty (30) minutes.
 - 2. The notice of and agenda for any meetings shall be given to the teachers involved at least two (2) days prior to the meeting, except in an emergency.
- D. Teacher participation in extra-curricular activities shall be voluntary, except as otherwise specifically provided in this Contract.
- E. Teacher participation in field trips which extend beyond the teacher's in-school workday and overnight or weekend trips, shall be voluntary.
- F. All teachers of Grades K-3 and the N.I. Class shall be required to conduct parent-teacher conferences on one (1) evening and three (3) afternoons during the first marking period; and, one (1) evening and one (1) afternoon during the third marking period at times and dates to be fixed by the administra-

tive principal. On such days teaching duties will
end at 1 P.M.

CLASS SIZE

ARTICLE IX:

A. The maximum number of pupils per teacher shall be as follows:

- (Maximum)
- 1. Kindergarten..... 25
 - First grade through third grade..... 30
 - Fourth grade through sixth grade..... 30

2. Any class based on the maximum per teacher limits stated in paragraph no. 1 above, shall be reduced when the number of pupils assigned to any room is larger than:

- a. The capacity of teaching facilities, number of adequate teaching stations and number of adequate pupil stations available in the room.
- b. The appropriateness of the room to the content of the course; the methods of instruction to be employed and the prior preparation of teachers therefore.
- c. The availability of equipment for adequate teacher demonstration and student use.
- d. Any other conditions which affect the health, safety and supervision of the pupils.

B. Exceptions to the provisions of Section A above, may be made only if it is necessary to do so in the best interests of the educational process and the Association shall be notified in each such instance. A disagreement over whether an exception is justified shall be subject to the Grievance Procedure and shall be initiated at Level Two thereof.

SPECIALISTS

ARTICLE X:

The Board and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program.

TEACHER EMPLOYMENT

ARTICLE XI:

- A. The Board agrees to make every effort to hire only certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners for every regular teaching assignment.
- B. Each teacher shall be placed on his proper step of the salary schedule, except credit shall only be allowed up to the tenth (10th) step of any salary level on the Teacher Salary Schedule for previous outside teaching experience in a duly accredited school upon initial employment.
- C. Teachers with previous teaching experience in the Lambertville Public School District shall, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience or alternative civilian service required by the Selective Service System, Peace Corps, VISTA or National Teacher Training Corps work and time spent on a Fullbright Scholarship up to the maximum set forth in Section B above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.
- D. Teachers with previous teaching experience in the Lambertville Public School District shall, upon returning to the system, receive full credit for previously accumulated unused sick leave days.
- E. Teachers shall be notified of their contract and salary status for the ensuing year no later than seven (7) days after the regular April meeting of the Board.

SALARIES

ARTICLE XIII:

- A. The salaries of all teachers for school years 1978-79, and 1979-80 shall be as set forth in Schedule "A" which is attached hereto and made a part hereof, and:
1. Teachers employed on a ten-month basis shall be paid on the 15th and last school day of every month beginning with the month of September.
 2. Teachers may individually elect to have ten percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June or according to a schedule of payment throughout the summer as requested by the teacher.
 3. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.
 4. Teachers shall receive their final checks on the last working day in June when all closing of school requirements are met.
 5. There shall be full adjustment to guide, except as provided in Section B hereof.
 6. Up to two (2) years of military service is creditable.
- B. For the implementation of this contract and the determination of the salaries hereunder each teacher shall be placed on appropriate step of Schedule A commensurate with their actual years of experience for the years 1978-79 and shall advance one step per year 1979-80..

TEACHER ASSIGNMENT

ARTICLE XIII:

- A. 1. All teachers shall be given written notice of their grade-level and room assignment for the forthcoming year not later than May 1.
- 2. Newly hired personnel shall be assigned to specific positions in the school at the time that the Board appoints them.
- B. All teachers shall be given notice, through the Association and by posting on their bulletin board known vacancies for the following school year as soon as possible after they occur and become known to the Board up to ten (10) days before the year end school closing (last day for teachers). Any application for voluntary reassignment should be made within ten (10) school days of such notice. In the event this request cannot be granted at that time, consideration of the application would be made in conjunction with any such subsequent application. In the event there is more than one teacher applying for such vacancy, the administering principal shall recommend to the Board which volunteer shall be assigned. The volunteer not chosen would be given consideration in conjunction with any such subsequent application.
- C. 1. No vacancy will be filled by means of involuntary reassignment when there is a qualified volunteer available for the position.
- 2. In the event involuntary reassignment becomes necessary, it shall only be done with the best interests of the school and the teacher considered. Every effort will be made to avoid involuntary reassignment, but all parties must recognize that involuntary reassignment may sometimes become necessary.

PROMOTIONS

ARTICLE XIV:

- A. All vacancies in promotional positions, including specialists and/or special project teachers, pupil personnel workers and positions in programs funded by the Federal government, shall be adequately publicized by the principal in accordance with the following procedure:
1. When school is in session, a notice shall be posted as far in advance as practicable, ordinarily at least ten (10) school days before the final date when application must be submitted. A copy of said notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the principal within the time limit specified in the notice.
 2. Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session, shall submit their names and addresses to the Association president. The principal shall notify the Association president of any promotional vacancy.
- B. All qualified teachers shall be given adequate opportunity to make application for any such vacancy, and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background, attainment, experience within the Lambertville School District, and other relevant factors in filling such vacancies. A notice of the appointment shall be given to the Association.

TEACHER EVALUATION

ARTICLE XV:

- A.
 1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 2. Teachers shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.
 3. A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators before the conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.
- B. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the principal and attached to the file copy.
- C. Any complaints regarding a teacher made to any member of the administration by any parent, student or other person, which are used in any manner in evaluating a teacher shall be promptly investigated and called to the attention of the teacher. The teacher shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint. If a complaint is so raised, the teacher is not to use said complaint or its being raised in any manner to the detriment of the student, parent or other person.

- D. 1. Prior to any evaluation report, the administrative principal shall have had appropriate communication, including but not limited to all steps in Section #2 below, with said teacher regarding his performance as a teacher.
2. Evaluations shall be presented to non-supervisory personnel by the principal periodically in accordance with the following procedures:
- a. Such reports shall be issued by the administrating principal.
 - b. Such evaluations shall include strengths, weaknesses and specific suggestions for improvement.
 - c. Such evaluation reports are to be provided for non-tenure teachers at least three(3) times each year: the first not later than November 1, the second January 15 and the last April 1.

TEACHER FACILITIES

ARTICLE XVI:

In order to permit freedom of access both during and after regular school hours, all teachers shall have keys to their inside classroom doors and faculty lounge.

TEACHER-ADMINISTRATION LIAISON

ARTICLE XVII:

The P.R. & R. Committee of the Association shall meet with the principal whenever necessary during the school year to review and discuss current school problems and the administration of this Agreement.

STAFF COUNCIL

ARTICLE XVIII:

- A. The administrative principal shall select staff representatives and meet with them at least once per month for the purpose of reviewing and discussing school problems, practices and curriculum matters.
- B. This group in dealing with matters involving curriculum may deem necessary, with the cooperation of the administrating principal, curriculum committees to serve specific purposes. These curriculum committees, composed of faculty representatives, may meet with the curriculum committee of the Lambertville Board of Education.

SICK LEAVE

ARTICLE XIX:

- A. All teachers shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Additional sick leave days may be granted by the Board upon application by a teacher and solely in the Board's discretion.
- B. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- C. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15 of each year.
- D. When absent from school more than three (3) consecutive days, a physician's certificate is required.

TEMPORARY LEAVES OF ABSENCE

ARTICLE XX:

- A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
1. Three (3) 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 superior for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave, other than that he is taking it under this Section. These days of leave shall not be spent on school property. One (1) day of unused personal leave may be accumulated as sick leave each year.
 2. Up to one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature upon recommendation of the administrative principal. Additional days for these purposes may be granted by the Board upon application by the teacher and solely on the Board's discretion.
 3. Up to one (1) day for two (2) representatives of the Association to attend conferences and conventions of state and national affiliated organizations with the provision that the Lambertville Teachers Association pay the substitute.
 4. Time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system.
 5. In the event of death or serious illness of relatives of the teacher:
 - a. In the event of death of the spouse, child, parent, brother, sister, or any other member of the immediate household of a teacher, five (5) days for each such occurrence during one school year.

- b. In the event of the death of son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandparent of a teacher, one day for each such occurrence during one school year.
 - c. In the event of a serious illness of a spouse, child, parent or other member of the immediate household of a teacher, a total of three days during any one school year.
 - d. In the event of the death of a teacher or student in the Lambertville School District, the principal or immediate superior of said deceased teacher or deceased student shall grant to an appropriate number of teachers sufficient amount of time of to attend the funeral.
- 6. Up to four (4) days for the purpose of marriage.
 - 7. Other leaves of absences with pay may be granted by the Board for good reason.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled

EXTENDED LEAVES OF ABSENCE

ARTICLE XXI:

- A. A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, National Teacher Corps or serves as an exchange teacher or overseas teacher, and is a fulltime participant in either of such programs or accepts a FullbrightScholarship.
- 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, or to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.
- C.
 - 1. A teacher shall notify the principal of her pregnancy as soon as it is medically confirmed. Said teacher shall request a maternity leave without pay and said leave shall be granted. A maternity leave shall commence at the time recommended by the teacher's physician. The leave shall terminate twelve (12) months after the birth of the child. The teacher may return at an earlier date if approved by her physician. However, the duration of the leave shall be consistent with any court ruling which is binding on this School District.
 - 2. Any female teacher adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
 - 3. No teacher on maternity leave shall, after birth or adoption of her child and on the basis of said leave, be denied the opportunity to substitute in the Lambertville School District in the area of her certification or competence.
- D. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board.

- E. Other leaves of absence without pay may be granted by the Board for good reason.
1. Upon return from leave granted pursuant to Section A or B of this ARTICLE, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section C, D, or E of this ARTICLE, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.
 2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.
- F. All extensions or renewals of leaves shall be applied for and granted in writing.

SABBATICAL LEAVES

ARTICLE XXII:

A sabbatical leave shall be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system, subject to the following conditions:

1. Requests for sabbatical leave must be received by the administrative principal no later than January 15, and action must be taken no later than February 15 of the school year preceding the school year for which the sabbatical leave is requested.
2. The teacher shall have completed at least seven (7) years of service in the Lambertville School District.
3. A teacher on sabbatical leave shall be paid the difference between the salary paid to his replacement and his salary for that year.
4. 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 his absence.
5. The total number of teachers on sabbatical leave during any one school year shall not exceed ten percent (10%) of the teaching staff; in the event more applications are submitted to the Board than are permitted, the applicants with the greater years of seniority with the Lambertville School District shall be granted the leave.
6. Following return from a sabbatical leave, a teacher recognizes and, to the extent possible, will honor a two (2) year commitment to continue in the employment of the Lambertville Board of Education.
7. Following return from sabbatical leave, the teacher will submit a written report and summary thereof to each Board member and will, if requested by the Board, appear and give an oral report thereof at a regular Board meeting.

SUBSTITUTES

ARTICLE XXIII:

Positions which are vacant because teachers are temporarily absent or on leave shall, to the extent possible, be filled by personnel who have fully met the certification requirements of the New Jersey State Board of Education.

PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

ARTICLE XXIV:

- A. 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 the 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.
- B. To work toward the ends stated above, the Board agrees to implement the following:
 1. To pay full tuition not to exceed an amount equal to the per credit rate for a New Jersey resident at a New Jersey state college (at the time the course is taken) together with other reasonable expenses incurred for any course which a teacher may take to improve the quality of instruction. A teacher's right to reimbursement hereunder shall be limited to nine (9) credits per contract year; and , in any event a teacher shall be limited to one (1) credit of reimbursement at the stated rates for each credit actually taken regardless of the rate paid for that credit or where taken.
 2. Any course a teacher may take to improve the quality of instruction may not be used for certification.

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

ARTICLE XXV:

- A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. A teacher may use reasonable force, as is necessary, to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil.
- C. Whenever any action is brought against a teacher before the Board or the Commissioner of Education of the State of New Jersey, which 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.
 - 1. 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. When absence arises out of or from assault or injury, while in discharge of his duties, the teacher shall not forfeit any sick leave or personal leave.
 - 3. Benefits derived under this or subsequent Agreements shall continue beyond the period of any Workmen's Compensation until the complete recovery of any teacher, when absence arises out of or from assault or injury.
- E.
 - 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate superior.
 - 2. Such notification shall immediately be forwarded to the administrative principal who shall comply with any reasonable request from the teacher for information in the possession of the administrative principal relating to the incident or the person involved and shall act in appropriate ways as a liaison officer between the teacher, the police and the courts.

- F. If criminal or civil proceedings are brought against a teacher alleging that he committed an assault in connection with his employment, such teacher may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel, and the teacher prevails in the proceeding, then the Board shall reimburse the teacher for counsel fees incurred by him in his own defense.
- G. The Board shall reimburse teachers for any reasonable loss, damage or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or on a school-sponsored function.
- H. The Board shall reimburse the teacher for the cost of medical, surgical or hospital services incurred as a result of any injury sustained in the course of his employment.

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

ARTICLE XXVI:

- A. All teachers shall maintain classroom control and environments conducive to effective discipline and shall take whatever steps are necessary to insure this, consistent with the laws of the State of New Jersey, as set forth in Title 18A.

Consistent communication with parents is highly advisable.

- B. Should any student continue to be a disruptive influence, the teacher shall bring the situation to the immediate attention of the administrative principal for further action.
- C. When, in the judgment of the principal, a student is by his behavior, seriously disrupting the instructional program to the detriment of other students, the principal may exclude the student from the classroom. In such cases, the principal shall arrange, as soon as possible and under normal circumstances, no later than the conclusion of the following school day, a conference among himself, the teacher, and possibly an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

INSURANCE COVERAGE

ARTICLE XXVII:

- A. The Board shall pay the premium for medical benefits coverage under the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical-Surgical Plan (including Rider J and Major Medical). The Board shall pay the full premium for each teacher, and if a teacher holds a family contract, this also will be covered in full, by the Board.

A substantially equivalent plan may be substituted, provided that such plan shall be mutually agreeable to the Board and the Association.

PERSONAL AND ACADEMIC FREEDOM

ARTICLE XXVIII:

- A. 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. 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 such activities do not violate any local, State or Federal law.
- C. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Lambertville 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 materials, provided only that said material is relevant to the course's content.
 - 2. 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 they are speaking personally and not on behalf of the school, its administration or the Board.
 - 3. Teachers shall not be censored or restrained in the performance of their teaching functions on the ground that the material discussed and/or opinions expressed are distasteful or embarrassing to those in authority in the school system or detrimental to school or school system public relations.
- D. The Board and the Association further agree pursuant

to Paragraph C above, that no teacher may exclude from his educational program or teaching function, materials endorsed by the Board that might not be held favorable by the teacher.

BOOKS AND OTHER INSTRUCTIONAL
MATERIALS AND SUPPLIES

ARTICLE XXIX:

The Board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to properly fulfill their teaching responsibilities.

DEDUCTIONS FROM SALARY

ARTICLE XXX:

- A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Lambertville Teachers' Association, the Hunterdon County Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct.

Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Lambertville Teachers' Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____

School Building _____ District _____

To: Disbursing Officer _____, Board of
Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with the authorization and relieve the governing board and all of its officers from any liability therefor.

I designate the Lambertville Teachers' Association to receive

dues and distribute according to the organization (s) indicated:

Lambertville Teachers' Association: _____

Hunterdon County Education Association: _____

New Jersey Education Association: _____

National Education Association: _____

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.
 3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
 4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.
- B. 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 the treasurer of the Association. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate Association.

MISCELLANEOUS PROVISIONS

ARTICLE XXXI:

- A. 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.
- B. 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.
- C. 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.
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is 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.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers employed.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following:
 - 1. If by Association, to Board at Lambertville Public School.
 - 2. If by Board, to Association at Lambertville Public School.

DURATION OF AGREEMENT

ARTICLE XXXII:

- A. This agreement shall be in effect September 1, 1978 to August 31, 1980 and from year to year thereafter unless terminated in accordance with Article XXXII below.
- B. If either party shall desire to change this Agreement at the end of its terms, it should give written notice of such desire to the other party by October 1st of the contract year.
- C. The giving of notice provided in subsection B above, shall constitute an obligation upon both parties to negotiate in good faith all questions at issue, with the intention of reaching written agreement prior to November 1st of the contract year.
- D. If the parties have not reached agreement on or before August 31st, all the provisions of the agreement shall continue in effect unless specifically terminated in accordance with the provisions of Article XXXII below.
- E. At any time after the August 31st date, if no agreement on the questions at issue has been reached, either party may give written notice to the other party of intent to terminate the Agreement in not less than ten (10) days. All the provisions of the Agreement shall continue in effect until the specified time has elapsed.

Executed by the parties hereto this 27th day of JUNE ,
1978 .

For the Association:

Joan T. Hohen
Association President

For the Board:

Margaret J. Heath
Board President

Association Secretary:

Kathleen J. Weber
Association Secretary

Board Secretary:

Tracie D. Wainford
Board Secretary

SCHEDULE "A"

LAMBERTVILLE
SALARY GUIDE 1978-79

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	10,435	11,395	11,630	12,595
2	10,661	11,641	11,881	12,867
3	10,887	11,887	12,132	13,139
4	11,113	12,135	12,385	13,413
5	11,523	12,551	12,806	13,823
6	11,943	12,961	13,216	14,239
7	12,354	13,376	13,632	14,654
8	12,769	13,791	14,047	15,069
9	13,184	14,207	14,462	15,485
10	13,600	14,622	14,878	15,900
11	14,015	15,037	15,293	16,315
12	14,430	15,453	15,708	16,731
13	14,846	15,868	16,124	17,146
14	15,261	16,283	16,539	17,561
15	15,772	16,795	17,050	18,073
16	16,188	17,210	17,466	18,493

Senior Service: \$300 after 30 years service
\$700 after 40 years service

SCHEDULE "A"

LAMBERTVILLE
SALARY GUIDE 1979-80

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>
1	10,939	11,946	12,193	13,204
2	11,165	12,192	12,444	13,476
3	11,407	12,455	12,712	13,767
4	11,649	12,719	12,981	14,058
5	11,890	12,984	13,251	14,351
6	12,329	13,429	13,702	14,790
7	12,779	13,868	14,141	15,235
8	13,218	14,312	14,586	15,679
9	13,662	14,756	15,030	16,123
10	14,106	15,201	15,474	16,568
11	14,552	15,645	15,919	17,013
12	14,996	16,089	16,363	17,457
13	15,440	16,534	16,807	17,902
14	15,885	16,978	17,252	18,346
15	16,329	17,422	17,696	18,790
16	*16,876	*17,970	*18,243	*19,338

* A person on the 16th step for 1978-79 will remain on the 16th step for 1979-80, but will receive compensation in addition to that shown on this guide to adjust the 1979-80 salary to be a full 7% greater than that of 1978-79.

Senior Service: \$300 after 30 years service
\$700 after 40 years service