

NEGOTIATED AGREEMENT
BETWEEN THE
LAMBERTVILLE BOARD OF EDUCATION
AND THE
LAMBERTVILLE TEACHERS' ASSOCIATION

2008 – 2011

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PREAMBLE

THIS AGREEMENT, entered into this **June XX, 2008** by and between the BOARD OF EDUCATION OF LAMBERTVILLE, IN THE CITY OF LAMBERTVILLE, NEW JERSEY, hereafter called the “Board”, and the LAMBERTVILLE TEACHERS’ ASSOCIATION, hereinafter called the “Association”:

ARTICLE I: RECOGNITION

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 certified 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 hereinafter in this agreement shall refer to professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.

C. The Superintendent, Secretaries and Custodial help and per diem employees are excluded from coverage by this Agreement.

ARTICLE II: NEGOTIATION PROCEDURE

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.

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.

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

ARTICLE III: GRIEVANCE PROCEDURE

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 by Lambertville School policy; however, grievances arising solely from Board policy shall have as their final step Level III of the grievance procedure as hereinafter defined.

Said grievance must be instituted within (15) school days from the time the grievant knew or should have known of its occurrence or be deemed abandoned and waived.

2. An aggrieved 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 open.
5. When an end of year grievance is filed, school days as used in this Article shall mean weekdays 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 of problems at the lowest possible level.

C. Procedure:

1. Level One – A teacher with a grievance shall first discuss it with the Superintendent 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 five (5) 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 Superintendent. 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 (PR&R 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

Superintendent, 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 Three. 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 Public Employment Relations Commission (P.E.R.C.) within a forty-five (45) calendar day period following the Board's decision set forth in Section C3 immediately above. The parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.
- b. The arbitrator selected shall confer with the representative of the Board and the PR&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 issues submitted. The arbitrator shall not have any power or authority to rule on any issue not specifically included in this Agreement and subject to arbitration. The arbitrator shall not have any power or authority to add to, subtract from, or modify any provision of this Agreement.
- 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. All grievances shall commence at Level One regardless of whether they affect an individual teacher, a group or class of teachers. The PR&R Committee may process a grievance through all levels of grievance procedure except as herein provided.

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 documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
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 PR&R Committee it shall identify the grievant and/or any persons particularly affected by the grievance.
4. In the event that any time period set forth in Paragraphs C1-C4 of this Article shall expire or any meeting, discussion, hearing or arbitration set forth in Paragraphs C1-C4 of this Article is scheduled to occur at such time as the grievant or the Superintendent has a regularly scheduled vacation, the running of such time period or the scheduling of such meetings, discussion, hearing or arbitration shall be postponed until such person returns from or completes his vacation.

ARTICLE IV: TEACHER RIGHTS

- A. Whenever a teacher is required to appear before the Superintendent, 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 the teacher shall be given prior written notice of 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 teacher pending charges shall be with pay except as permitted by law.

ARTICLE V: ASSOCIATION RIGHTS AND PRIVILEGES

- 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 and members of 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 use of school buildings at all reasonable hours for meetings. The Superintendent shall be notified in advance of the time and place of all such meetings.

- D. The Association shall have the use of school facilities and equipment at reasonable times, when such equipment is not 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 notice. 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 Superintendent for approval of the signature.
- G. The Association shall have the right to use the inter-school mailboxes as it deems necessary and without the approval of the Superintendent.
- H. The Board shall grant leave to the President of the Association when meeting necessitates such during the teacher's term in office with the cost of the substitute being borne by the Association.

ARTICLE VI: SCHOOL CALENDAR

- A. The in-school work year of the 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 185 days. The in-school year shall include days when pupils are in attendance, orientation days, curriculum days, Administration days and any other days on which teacher attendance is required.

ARTICLE VII: TEACHING HOURS AND TEACHING LOAD

- A.
 - 1. 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 seven (7) hours and thirty (30) 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 and forty (40) minutes of pupil contact.
- C.
 - 1. Subject to the provisions of Article VIII E below, teachers shall have a daily duty-free lunch period of at least fifty five (55) minutes. However, three (3) teachers shall be available for emergency duty during each lunch period and three

for each playground period and shall be assigned to such duty pursuant to a roster established by the Superintendent in the event of the unavailability of aides and substitute aides.

2. Teachers may leave the building without requesting permission during any lunch periods they are not on said emergency duty.

ARTICLE VIII: NON-TEACHING DUTIES

- A. The Association and the Board believe the teacher's primary responsibility is to teach and that the teacher's 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: any fund raising activities. However, will collect sealed envelopes and forward to the office for P.T.A. fundraisers.
 - b. Hand scoring standardized 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.

- C. Building-based teachers may be required, without additional compensation, to attend faculty or other professional meetings.

1. Such meetings will be held thirty minutes before the arrival of students and shall run no more than thirty minutes.
2. In case of emergencies, meetings may be held after school. Such meetings shall begin no later than five (5) minutes after the students' dismissal time, and shall run no more than ten (10) minutes.
3. The notice of an 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.
 1. Teachers of Kindergarten shall conduct parent-teacher conferences on four (4) evenings/afternoons following the first and third marking periods at times and dates to be fixed by the Superintendent. The teachers will be provided with released time to conduct these conferences.
 2. All teachers of Grades 1-6 and Special Education classes shall conduct parent-teacher conferences on four (4) evenings/afternoons following the first marking period; and three (3) evenings/afternoons following the third marking period at times and dates to be fixed by the Superintendent. On such days there will be four (4) hour sessions for students.

- E. Teachers who perform cafeteria and/or playground duty shall be compensated at the rate of twenty-five dollars (\$25.00) per hour. The Association shall provide the Administration with a monthly duty roster.
- F. Teachers required to remain overnight on any overnight trips shall be compensated one hundred (\$100) for each overnight.
- G. Teachers will complete an end of year inventory checklist, which will include only the following items; computer hardware, audio-visual equipment, maps, globes, teacher desk and chairs, table, and large and/or valuable Science equipment (eq. Microscopes). The inventory sheet will be included in the checkout materials. Next to the aforementioned items listed on the inventory sheet will be a space for recording the quantity of each item.

ARTICLE IX: TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his proper step of the salary schedule for previous outside teaching experience in a duly accredited school upon initial employment.
- B. 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. Such teachers who have not been engaged in other teaching of 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.
- C. 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.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th.

ARTICLE X: SALARIES

- A. The salaries of all teacher for the school years **2008-2009, 2009-2010, 2010-2011**, shall be as set forth in Schedules “A, B and C” which are attached hereto and made part hereof, and:
 - 1. Teachers employed on a ten-month basis shall be paid on the 15th and the last school day of every month beginning with the month of September.
 - 2. Teachers may individually elect to join the Hunterdon County School Employees

Federal Credit Union. Teachers may choose to have payroll deductions made for this purpose.

3. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks 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 four (4) years of military service are 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, B or C" commensurate with the teachers actual years of experience.

ARTICLE XI: TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their tentative grade-level and room assignment for the forthcoming year not later than April 30.
- B. All teachers shall be given written notice, through the Association and by posting on their bulletin board of 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 the 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 subsequent application.

ARTICLE XII: PROMOTIONS

- 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 Superintendent in accordance with the following procedure:
1. When school is in session, a notice shall be posted as far in advance as practical, ordinarily at least (10) school days before the final date when applications 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 Superintendent within the time 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. A notice of the appointment shall be given to the Association.

ARTICLE XIII: TEACHER EVALUATION

- A.
1. All monitoring and 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 certified 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 the teachers 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 the teachers' answer shall be reviewed by the Superintendent 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 matter 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 meeting or conferences regarding such 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 Superintendent 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. Evaluation shall be presented to non-supervisory personnel by the Superintendent periodically in accordance with the following procedures:

- a. Such reports shall be issued by the Superintendent.
- 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, and for tenure teachers at least once each year.

ARTICLE XIV: TEACHER FACILITIES

- A. 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.

ARTICLE XV: TEACHER – ADMINISTRATION LIAISON

- A. The PR&R Committee of the Association shall meet with the Superintendent whenever necessary during the school year to review and discuss problems related to personnel and the Administration of this Agreement.

ARTICLE XVI: STAFF COUNCIL

- A. The Association shall select four (4) staff representatives for the purpose of reviewing and discussing school problems, practices and curriculum matters. The Council will meet with the Superintendent at least once per month.
- B. This group in dealing with matters involving curriculum, may deem necessary, with the cooperation of the Superintendent, curriculum committees to service specific purposes. These curriculum committees composed of faculty representatives, may meet with the Curriculum committee of the Lambertville Board of Education.

ARTICLE XVII: SICK LEAVE

- 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 15th of each year.
- D. Teachers who use no more than two (2) sick leave days per year shall receive a bonus

check of \$100.00.

- E. Upon retirement in accordance with T.P.A.F., teachers shall be compensated for all accumulated sick days at a rate of thirty dollars (\$30) per day, with a cap of four thousand dollars (\$4,000.00).

Notice of intent to retire shall be given no later than February 1st of the year the employee shall retire, effective the second year of this agreement. If notice is given after February 1st of the retirement year, then this compensation can be made in the following year. When notice has been given by February 1st of the retirement year, payment shall be made no later than October 1st of that year.

ARTICLE XVIII: TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
 - 1. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year: Three (3) days of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Superintendent for his/her approval shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant shall not be required to state the reason. These days of leave shall not be spent on school property. All unused personal leave may be accumulated as sick leave each year. A personal leave day cannot be used the day before or the day after a holiday or vacation period or the first or last week of the school year with the exception of major religious holidays not already covered by an existing school holiday or recess. Exceptions to this provision may be granted at the discretion of the superintendent.
 - 2. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature upon recommendation of the Superintendent. Additional days for these purposes may be granted by the Board upon application by the teacher and solely at the Board's discretion.
 - 3. Up to one (1) day for two (2) representative 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, pursuant to a subpoena, for appearances in any legal proceeding 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 occurrence during one school year.
 - b. In the event of the death of a son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandparent, uncle or aunt of a teacher, two (2) days for each 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 (3) days during any one school year.
 - d. In the event of the death of a teacher or student in the Lambertville School District, the Superintendent shall grant to an appropriate number of teachers sufficient amount of time off to attend the funeral.
 - 6. Up to two (2) 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.

ARTICLE XIX: EXTENDED LEAVES OF ABSENCE

- 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 full-time participant in either or accepts a Fullbright 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, or to the spouse of any teacher who is so inducted or who enlists to join the teacher for the period of special training in preparation for duty overseas in combat zones.
- C. Maternity Leave
 - 1. As to maternity leave requests, the district shall comply with the applicable Family Leave Acts and relevant Commissioner of Education decisions and Guidelines after appropriate medical documentation is submitted by the teacher. The leave shall terminate 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 teacher adopting an infant child may receive similar leave which shall commence upon the teacher 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 a 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 the teacher pursuant to Section A, B of the ARTICLE, a teacher shall be considered as if the teacher were actively employed by the Board during the leave and shall be placed on the salary schedule at the level the teacher would have achieved if the teacher 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 the ARTICLE, nor shall such time count toward the fulfillment of the time requirement for acquiring tenure.
 - 2. All benefits to which a teacher was entitled at the time the teacher's leave of absence commenced, including unused accumulated sick leave, shall be restored to the teacher upon the teacher's return, and the teacher shall be considered for the same position which the teacher held at the time said leave commenced, if available, if not, to a substantially equivalent position.
- F. All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE XX: SABBATICAL LEAVES

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 Superintendent no later than January 15th and action must be taken no later than February 15th 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 the teacher replacement and the teacher's salary for that year.
- 4. Upon return from sabbatical leave, a teacher shall be placed on the salary

schedule at the level which the teacher would have achieved had the teacher remained actively employed in the system during the period of the teacher's absence.

5. The total number of teachers on sabbatical leave during any one school year shall not exceed ten (10%) percent of the teaching staff, in the event more applications are submitted to the Board than are permitted, the applicants with greater years of seniority with the Lambertville School District shall be granted.
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. Any teacher granted a sabbatical leave may not re-apply for another sabbatical leave for five (5) school years.
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.

ARTICLE XXI: SUBSTITUTES

- A. Positions, which are vacant because teachers are temporarily absent or on leave, shall to the extent possible be filled.
- B. If no substitute is available for a classroom teacher, and classes are divided or students are assigned to other teachers, such teachers shall be compensated pro rata at the substitute rate of pay.

ARTICLE XXII: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. 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. Reasonable expenses shall be defined as including registration fees, parking fees and the cost of textbooks is given to the District at the conclusion of course work. 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 for that credit or where taken.

2. All courses must receive prior written approval of the Superintendent in advance of registration. Reimbursement will be made upon receipt of documentation of payment for the course and certification of satisfactory completion with a grade of “B” or better, or, where appropriate, “Pass”. The Board may also approve, in advance of registration, with the Superintendent’s recommendation, tuition reimbursement for classes that are audited and do not receive a “Pass/Fail” or an official grade. Documentation of successful completion of the course is required for reimbursement. The Board’s obligation under this article shall not exceed the following cap: thirteen thousand dollars (\$13,000) for the 2008-2009 school year, fourteen thousand dollars (\$14,000) for the 2009-2010 school year, and fifteen thousand dollars (\$15,000) for the 2010-2011 school year. This cap may be exceeded with approval of the Board upon recommendation of the Superintendent.
 3.
 - a. Any course a teacher may take to improve the quality of instruction may not be used for certification.
 - b. Teacher’s will be reimbursed \$25.00 to cover travel expenses for NJEA Conventions.
- B. Each unit member serving on the Local Professional Development Committee will receive release time for committee business conducted during the school day and reimbursement of sixty-five (\$65) per day for committee business conducted in the summer. The Superintendent shall strive to conduct the vast majority of such meetings during the school day or in the summer.

ARTICLE XXIII: PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. A teacher may use reasonable force, as is necessary, to protect the teacher 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.
- B. Whenever any action is brought against a teacher before the Board or the Commissioner of Education of the State of New Jersey, which affects the teacher’s employment or salary status, the Board of Education shall reimburse the teacher for the cost of the teacher’s defense if the action is dismissed or results in a final decision in favor of the teacher.
- C.
 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 the teacher’s duties, the teacher shall not forfeit any sick leave or personal care.
 3. Benefits derived under this or subsequent Agreements shall continue beyond the period of an Workers’ Compensation until the complete recovery of any teacher,

when absence arises out of or from assault or injury.

- D. Teachers shall immediately report cases of assault suffered by them in connection with their employment to the Superintendent who shall comply with any reasonable request from the teacher for information in the possession relating to the incident or the person involved and shall act in appropriate ways as a liaison officer between the teacher, the police and courts.
- E. If criminal or civil proceedings are brought against a teacher alleging that the teacher committed an assault in connection with the teacher's employment, such teacher may request the Board to furnish legal counsel to defend the teacher 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 the teacher in the teacher's own defense.
- F. 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.
- G. 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 the teacher's employment.

ARTICLE XXIV: MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

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

ARTICLE XXV: INSURANCE COVERAGE

- A. The Board will pay the full health benefit premiums in the New Jersey School Employees Health Benefits Program (SEHBP) for each teacher, and if a teacher holds a family, husband and wife or parent/child(ren) contract, this will also be covered in full by the Board.
- B. The employee will pay, through payroll deductions, all premium costs in excess of the NJDirect10 plan.
- C. A substantially equivalent plan may be substituted provided that such be mutually agreeable to the Board and the Association.
- D. The Board will pay 60% of single coverage of the New Jersey State Dental Program, Dental Expense Plan #399, and the employee will pay 40%. Employees choosing dependent coverage and/or additional coverage beyond single only, will pay 100% of the cost of dependent and/or additional coverage. All employee payments will be made through payroll deductions.

ARTICLE XXVI: PERSONAL AND ACADEMIC FREEDOM

- 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 the teacher assigned function 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 presentation 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 the teacher's educational program or teaching function, materials endorsed by the Board that might not be held favorable by the teacher.

ARTICLE XXVII: DEDUCTIONS FROM SALARY

- 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 (N.J.S.A. 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. Teachers' authorizations shall be in writing on the form as set forth in Schedule "C" attached hereto and made a part hereof.
 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 authorization for dues deduction may be received after August 1st under rules established by the State Department of Education.
 4. The filing of notice of a teacher's withdrawal shall be prior to December 1st and become effective to halt deductions as of January 1st 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 N.J.E.A. Any teacher may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the appropriate Association.

ARTICLE XXVIII: MISCELLANEOUS PROVISIONS

- 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 the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. The Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not in the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers employed within thirty (30) days of the ratification of the contract.
- 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.
- G. Children of Lambertville teachers who live out of District may be enrolled in the Lambertville School District based on the following conditions:
 - 1. Excluding special education classes.
 - 2. Tuition at fifty percent (50%) of rate established by the Board.
 - 3. Excluding the situation in Kindergarten classes where the tuition student would cause the Board to exceed the State limit of 25 students.

SCHEDULE A – 2008 – 2009
 B – 2009 – 2010
 C – 2010 – 2011

The salary schedules for the three years for Levels BA, BA=30, MA and MA=30 have been mutually agreed upon and adopted to reflect the following increases over the contractual salary total for the immediately preceding year as of June 30th of each year.

The base salary for negotiations of this agreement was established as \$1,159,304.

Effective and retroactive to July 1, 2008, a 4.3% increase, inclusive of increment.

Effective July 1, 2009, a 4.4% increase, inclusive of increment.

Effective July 1, 2010, a 4.4% increase inclusive of increment.

STIPENDS:

Safety Patrol Advisor (total amount):	\$1,200*
Student Council Advisor (total amount):	\$500*
Curriculum development, grant writing and other work as approved by the superintendent:	\$40/hour

*Safety patrol and student council are the total amount for the position, not per person.

SCHEDULE A 2008-2009 Salary Guide Year 1

STEP	BA	BA+	MA	MA+
1	45,555		47,955	50,355
2	46,635		49,035	51,435
3	47,715		50,115	52,515
4	48,795		51,195	53,595
5	49,875		52,275	54,675
6	51,075		53,475	55,875
7	52,275		54,675	57,075
8	53,475		55,875	58,275
9	54,775		57,175	59,575
10	56,475		58,875	61,275
11	58,175		60,575	62,975
12	59,875		62,275	64,675
13	61,575		63,975	66,375
14	63,275		65,675	68,075
15	64,975		67,375	69,775
16	66,675		69,075	71,475
17	68,375		70,775	73,175
18	70,075		72,475	74,875

SCHEDULE B 2009-2010 Salary Guide Year 2

STEP	BA	BA+	MA	MA+
1	47,825		50,225	52,625
2	48,905		51,305	53,705
3	49,985		52,385	54,785
4	51,065		53,465	55,865
5	52,145		54,545	56,945
6	53,345		55,745	58,145
7	54,545		56,945	59,345
8	55,745		58,145	60,545
9	57,045		59,445	61,845
10	58,745		61,145	63,545
11	60,445		62,845	65,245
12	62,145		64,545	66,945
13	63,845		66,245	68,645
14	65,545		67,945	70,345
15	67,245		69,645	72,045
16	68,945		71,345	73,745
17	70,645		73,045	75,445
18	72,345		74,745	77,145

SCHEDULE C 2010-2011 Salary Guide Year 3

STEP	BA	BA+	MA	MA+
1	50,214	52,614	55,014	57,414
2	51,294	53,694	56,094	58,494
3	52,374	54,774	57,174	59,574
4	53,454	55,854	58,254	60,654
5	54,534	56,934	59,334	61,734
6	55,734	58,134	60,534	62,934
7	56,934	59,334	61,734	64,134
8	58,134	60,534	62,934	65,334
9	59,434	61,834	64,234	66,634
10	61,134	63,534	65,934	68,334
11	62,834	65,234	67,634	70,034
12	64,534	66,934	69,334	71,734
13	66,234	68,634	71,034	73,434
14	67,934	70,334	72,734	75,134
15	69,634	72,034	74,434	76,834
16	71,334	73,734	76,134	78,534
17	73,034	75,434	77,834	80,234
18	74,734	77,134	79,534	81,934