

**LENAPE VALLEY REGIONAL  
HIGH SCHOOL  
BOARD OF EDUCATION**

**AND**

**LENAPE VALLEY  
EDUCATION ASSOCIATION  
CONTRACT**

**2007-2008, 2008-2009, 2009-2010**

**LENAPE VALLEY REGIONAL HIGH SCHOOL  
BOARD OF EDUCATION  
AND  
LENAPE VALLEY EDUCATION ASSOCIATION  
2007-2010 CONTRACT**

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## Article I

### **RECOGNITION**

- A. The Board hereby recognizes the Lenape Valley Education Association for the school years 2007-2008, 2008-2009, and 2009-2010 as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel under contract. This includes Pupil Personnel Services, Classroom Teachers, School Nurse, Professionals, Media Specialists, Secretaries, Custodians, and Teacher Aides, but excluding all other employees, specifically excluding all administrators, supervisors, confidential executive secretaries, teacher assistants, custodial foremen, and part-time non-certified employees.
- B. Unless otherwise indicated, the term "teacher" when used herein after in this agreement, shall refer to all certified employees represented by the Association in the negotiating unit as above defined, and references to male teachers or female teachers shall include all teachers. The term "employees" shall refer to all those categories of employment represented by the Association.
- C. The term "Superintendent" shall mean the Superintendent of Schools and the term "Board" shall refer to the Board of Education. The term "Association" shall refer to the Lenape Valley Education Association.

### **WITNESSETH**

Whereas, the Board and the Association recognizes and declares that providing a quality education for the students of the Lenape Valley Regional School District is their primary aim and that the character of such education depends predominately upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, and the maintenance of high morale among the employees; and

Whereas, the Board has an obligation, pursuant to Chapter 123, P.L. 74, to negotiate with respect to the terms and conditions of employment, and, resolved, in consideration of the following mutual covenants, it is hereby agreed as follows:

## Article II

### GRIEVANCE PROCEDURE

#### A. DEFINITION

1. A grievance is a claim by an employee or the Association based upon the interpretation, application, or alleged violation of this agreement, Board policies, and/or administrative decisions affecting the terms and conditions of employment of any employee or group of employees.
2. If, in the judgment of the Association, the grievance affects a group or class of teachers, the Association may submit such grievance in writing to the designee of the Superintendent as stipulated under Level I – initial level.
3. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days from the time when the grievant knew or should have known its occurrence.
4. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be waiver of further appeal of the decision.
5. In the event that a grievance is filed and the Board of Education does not complete the procedure as outlined in this Article, it is agreed that the disposition of the grievance shall be ruled in favor of the party grievant. Failure of the grievant to appear before the Board of Education will result in termination of the grievance.
6. Requesting more than one postponement of the hearings by the grievant will result in the termination of the grievance.
7. In the event a grievance is filed with less than thirty (30) school days remaining in the school year, it shall be held in abeyance until the beginning date of the next school year. Therefore, no grievance processes will be held during the summer months.
8. Any party initiating a grievance may be represented at any or all levels of the grievance procedure by himself/herself or, at his/her option, with a representative of his/her own choosing.
9. If in any case, either party, the Board of Education, the employee grievant, and/or the Association, decides to involve a third party to negotiate a grievance, prior notification of two (2) school days is necessary. At this time, either party may ask that the session be delayed to prepare for a session with a third party. This shall not be construed as a postponement.

10. Whenever a grievance is filed or the procedure is being instituted by a member of the Association, each level of the grievance process shall be submitted in writing as well as each level of reply.
11. All meetings and hearings under this procedure shall be private except at the request of the party grievant.
12. 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 files of any of the participants.
13. Any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
14. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, and Association representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
15. The following matters shall not be the basis of any grievance filed under the procedures outlined in this Article:
  - a) Any matter for which a specified method of review is prescribed by law, or by any rule, regulation or bylaw of the State Commissioner of Education or the State Board of Education.
  - b) The failure or refusal of the Board of Education to renew a contract of a non-tenured employee or the termination by the Board of a non-tenured employee's contract during the term thereof.
  - c) A complaint of any non-tenured or probationary employee that he/she has received an unfavorable supervisory report or that he/she has failed to receive a favorable supervisory report.
  - d) In matters where the discretion of the Board of Education may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of state law.

B. LEVELS OF PROCEDURE:

The goal of the district is to have the employee and supervisor and/or Principal attempt to resolve any difference before a formal grievance is filed.

1. Level I – Initial Level

Any employee grievant who has a grievance shall submit in writing to the designee of the Superintendent as follows:

- a. Schedule/instruction matters shall be submitted to the Principal.
- b. Contract/compensation matters shall be submitted to the Assistant Superintendent for Business.

The designee of the Superintendent shall render a written decision to the employee grievant within five (5) school days of receipt of the grievance.

2. Level II – Superintendent's Level

The employee grievant, no later than five (5) school days after receipt of the decision of the Superintendent's designee, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying:

- a. The nature of the grievance
- b. The nature and extent of the injury, loss or inconvenience
- c. The results of the previous discussions
- d. His/her dissatisfaction with decisions previously rendered
- e. The nature of the remedy sought

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate his/her decision in writing to the employee grievant, to the Association and to the designee rendering the Level I decision.

3. Level III – Board of Education Level

If the grievance is not resolved to the satisfaction of the employee grievant, he/she, not later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The hearing shall be held within a reasonably expeditious time, but not exceeding thirty (30) calendar days after the receipt of the appeal notice. The Board, or a committee thereof, shall review the grievance, shall hold a meeting, and forward copies thereof to the grievant and to the Association within twenty (20) calendar days of the date of the hearing.

4. Level IV – Advisory Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant, and he/she wishes review by a third party, the employee grievant and/or the Association may determine that the matter should be reviewed further. They shall so advise the Board, through the Superintendent, within ten (10) school days of receipt of the Board's decision. At that point, the grievance shall be submitted to advisory arbitration or some form of legal relief. The arbitrator shall be chosen by mutual choice of the Association and Board of Education. The costs of any arbitration would be equally borne by the Board, the employee grievant, and/or the Association. Arbitration shall consist of one (1) arbitrator supplied by the American Arbitration Association.

### Article III

#### **PROCEDURE FOR NEGOTIATIONS**

- A. The Board and the Association agree that 2010-2011 negotiations shall be conducted under the rules and regulations outlined below which have been formulated cooperatively.
- B. The following rules and regulations shall apply:
1. All meetings shall take place at a mutually designated site. All meeting dates shall be established by mutual agreement of both parties. The first meeting shall take place no later than December 1<sup>st</sup> with all items to be negotiated presented simultaneously by designated representative(s) of both bargaining units and exchanged at that time. Five (5) copies of each bargaining unit's complete proposal shall be made available at this first meeting.
  2. Prior to the first meeting, both bargaining units shall exchange rosters of negotiating team members. There shall be no more than four (4) members of each of the negotiating units, excluding the Board Secretary. If it is necessary for a substitution to be made for either unit, twenty-four (24) hours written and verbal notice shall be given.
  3. Each unit may caucus during a meeting if the need arises. There shall be no limitations on the number of times a unit may caucus.
  4. At no time shall there be more than two (2) consultants employed by either unit for the purpose of being present for negotiations, excluding the Board Secretary who will be present for record keeping purposes. If a unit desires the use of a consultant, the other unit shall be notified whenever practicable, within twenty-four (24) hours by written and verbal notice of the intent to use consultants. The notification shall include the names of the consultant(s) to be presented and their area of specialization.
  5. At no time shall any visitors, including other members of the Association or Board be permitted to attend negotiation sessions. Under no conditions shall the press or other news media be permitted to be in attendance.
  6. If an impasse is reached by either or both parties, the procedures set forth in Ch. 123, P.L. 74 shall be utilized and adhered to by both parties.
  7. It is agreed by both parties that any agreement reached in negotiation sessions will be subject to final approval or rejection by the Board and the membership of the Association.
  8. The rules outlined above are procedures to be followed in negotiation sessions and apply only to sessions conducted during the school year 2009-2010 for the purpose of establishing terms and conditions of employment for the school year 2010-2011. Alteration of the rules may be effected by mutual verbal consent.



- C. All items negotiated by the parties shall be approved by the respective bodies, drawn up in contract form, and signed formally by the Board President and the Association President. The Board and the Association shall each receive two (2) signed copies of the final agreement.

## Article IV

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Association and its representatives may have the right to use school buildings at all reasonable times before and after school instructional hours for meetings, providing the facility is available upon request. The room and time shall be arranged through the Principal's office, and the Principal shall be notified forty-eight (48) hours in advance of the time and place of such meeting. In a case of an emergency meeting, three (3) hours notification will be required. Approval shall not be required.
- B. The Association shall have the use of school facilities and equipment including typewriters, other duplicating equipment, calculators, computers, printers, electronic devices and all types of audio/visual equipment at reasonable times when said equipment is not in use. The Association shall pay for the actual cost of all materials and supplies incident to such use and for any repairs necessitated as the result thereof.
- C. The Board shall furnish the Association, in response to reasonable requests from time to time, the following information regarding the educational program and the financial resources of the district: Minutes of all Board meetings, annual financial reports and audits, state aid data, federal funding data, and information necessary to process any grievance or complaint as well as that necessary for negotiation purposes. The Association shall provide to the Board of Education a complete list of its members annually on or before October 1<sup>st</sup>.
- D. No Association business of any kind shall be conducted during school instructional periods when employees covered by this contract are supposed to be performing regular school duties. Members of the Association found in deliberate and flagrant violation of this paragraph shall be immediately censured by the Association and the administration. The censure shall become part of their permanent record.
- E. The rights and privileges of this Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization.

## Article V

### **TEACHING HOURS AND TEACHING LOAD**

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Because it is administratively essential to maintain a record of attendance for all teachers, teachers shall be required to swipe their identification access card at the beginning of each work day.
  
- B. No extension in the daily working hours, 7:35 – 2:40 shall be made by the Board without first negotiating with the Association. Days when regularly scheduled teachers meetings are held shall not be considered an extension of the school day. Teachers meetings shall be no more than one (1) hour in duration. The Board reserves the right to designate any one-day a week except Friday as teacher meeting day. The Board retains the right to adjust the daily schedule of each teacher within the regular workday. There shall be two (2) teacher meetings per month, except that there shall be one (1) additional floating meeting per quarterly marking period for a total of four (4) floating meetings per school year. The Principal reserves the right to schedule an emergency teacher meeting. At least two (2) days notice shall be given for meetings. If an emergency meeting must be called without two (2) days prior notice, then faculty members who can substantiate a prior commitment shall be excused with the permission of the Principal. Teachers may depart the building following the exit of the regular school buses on Fridays, the day preceding the start of school holidays, and the day of Back-to-School Night/Open House.
  - 1. Any teacher who is under a part-time contract shall not be required to stay beyond his/her contracted assignment.
  - 2. The day prior to Thanksgiving will be an early dismissal. During midterms and finals teachers shall work until 2:30 p.m.
  
- C. No teacher teaching regular education classes in the mathematics, science, social studies, or language arts departments shall be required to teach more than a total of three (3) different preparations in any one semester.
  
- D. Teachers shall have a daily duty-free lunch period, except as noted in Paragraph H set forth below.
  
- E. Teachers shall have a daily preparation period. The practice of using a regular teacher as a substitute is undesirable and shall be used only in emergency situations. The Board shall endeavor at all times to seek out and employ qualified substitute teachers. When a teacher must substitute for a regular teacher during the formers planning period, there shall be compensation at the rate of \$36.00 per period for 2007-2010.
  
- F. When a teacher during the on-call period must substitute for a regular classroom teacher and is required to teach the class, there shall be compensation at a rate of \$36.00 per period for 2007-2010. Compensation will begin on the third consecutive day. The above rates of compensation will also be the rate payable for hourly summer curriculum work.

- G. A maximum teaching load shall be defined as follows:
1. Five (5) instructional class assignments in a five (5) day week predicated on an eight (8) period schedule. The remaining three (3) periods in the eight (8) period schedule shall consist of a preparation period, departmental professional period, and a duty to be assigned by the Principal. The assignment of in-class support, academic support, math lab, or English lab shall not be counted toward the maximum teaching load of five instructional class assignments in a five-day week.
  2. A teacher's daily schedule shall have the following conditions and limitations:
    - a) When a teacher has five (5) instructional periods, the teacher must have a preparation period.
    - b) When a teacher has four (4) instructional periods, the teacher will have a preparation period, and a departmental professional period or a duty.
    - c) When a teacher has three (3) instructional periods, the teacher will have a preparation period, a departmental professional period, and a duty.
    - d) Caveat: When necessary, the Principal may utilize a departmental professional period as a duty.
  3. Any teacher requested by the administration to teach a sixth instructional class assignment in a five (5) day week predicated on an eight (8) period schedule shall receive a compensation stipend of \$5,700 during the term of this contract. Any teacher who teaches a sixth instructional class assignment in a five (5) day week will not be assigned any additional duties. The teacher's schedule conditions and limitations set forth in Paragraph G.2. above, shall not apply to a teacher teaching a sixth instructional period. In accordance with Paragraph G.1. above, a teacher assigned in-class support, academic support, math lab, or English lab shall not be eligible for this stipend.
  4. Any teacher who mentors a student for independent study, in accordance with guidelines for supervision as established by the Board of Education, shall be compensated \$1,000 per year.
- H. The Board of Education shall provide a stipend of \$3,000 for the term of this contract for a Lenape Valley Regional faculty member to supervise detention during their daily duty-free lunch period.\*
- I. Each teacher shall be required to attend "Back To School Night" open house. Each teacher shall be required to attend one (1) additional evening function as agreed to by the teacher and Principal. The Principal may at his discretion substitute functions, if a teacher is unable to attend due to extenuating circumstances.

- J. For the purposes of this contract, teachers will work one hundred and eighty-four (184) days per year: one hundred and eighty-one (181) student contact days, one (1) orientation day, and two (2) workshop days.
- K. A part-time teacher shall be paid in increments of eight (8), based on the number of periods taught and the number of duties assigned. For example, a teacher that teaches three (3) periods and has one duty will receive four-eighths (4/8) of the full time salary.
- L. Part-time staff will be eligible to move up on the guide each school year subject to regular teacher evaluation process.
- M. Teachers working on grants approved by the Administration (excluding state and federal entitlement grants, i.e. IDEA, IASA, Consolidated Grant, Class Size Reduction, Character Education, shall be given release time of one duty period per week for the duration of the time spent writing, researching and implementing grant proposed.
- N. Flex Hours: Teachers interested in working “flex hours” should notify the Superintendent of the specific hours they desire to work no later than December 1<sup>st</sup> of the preceding school year. Flex time shall be assigned to a teacher by mutual agreement of the teacher and the Superintendent.
- \* If the assigned faculty member cannot supervise detention on any given day, it shall be the responsibility of the aforementioned faculty member to find another faculty member to assume his or her duties on that day.

**Article VI**

**CLASS SIZE**

- A. The Board and the Association recognize that over-crowded classrooms are detrimental to the educational process.
- B. In an attempt to maintain or increase teacher efficiency and creativity in any given subject area, the Board agrees to make every effort to maintain optimum standards of class size.

## Article VII

### **TEACHER EMPLOYMENT AND PLACEMENT ON SALARY GUIDE**

- A. The Board agrees to hire teachers holding certificates issued in compliance with the New Jersey State Board of Examiners for every teaching assignment.
- B. In no case shall any non-certified employee be requested or required to perform any duty which may only be performed by a duly certificated professional employee, except when services are in the capacity of a substitute teacher.
- C. Any ten (10) month certified staff member hired before February 1<sup>st</sup> and any twelve (12) month certified staff member hired before January 1<sup>st</sup> are eligible for movement on the salary guide for the full contracted year.
- D. Placement on the salary guide shall be solely within the discretion of the Superintendent, except that no new teacher shall be placed on a guide position higher than those teachers already employed at Lenape Valley Regional High School with similar credited teaching experience, related professional experience, or formal training.
- E. Upon request of the Lenape Valley Education Association, the Lenape Valley Education Association shall be apprised of the salary, step, educational level, teaching experience and/or related professional experience of all new hires.
- F. In all cases of employment recommendations, the Superintendent shall determine the qualification of an applicant for a position; his/her determination shall not be subject to grievance.

## Article VIII

### **SALARIES**

- A. The salaries of all teachers covered by this agreement are set forth in Schedule A. The athletic and co-curricular salary guides are set forth in Schedules D and E. The salaries of secretaries covered by this agreement are set forth in Schedule F, salaries of teacher aides covered by this agreement are set forth in Schedule B, and salaries of custodians covered by this agreement are set forth in Schedule G. Schedules are attached hereto and made part thereof.
- B. All salaried employees shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month by direct deposit, except in September when the first pay date of the month shall be September 7, 2007, September 8, 2008, and September 7, 2009. If the 15<sup>th</sup> and 30<sup>th</sup> fall on a weekend or holiday, paychecks will be deposited on the last day preceding the weekend or holiday. All other payday shall be in keeping with the Board of Education's policy. All employees are responsible to provide the Board of Education, no later than June 30, 2007, or immediately after being hired, with a voided check indicating their bank or any other financial institution routing number for deposit of their wages. These pay dates do not apply to teacher aides or other hourly employees who shall be paid in due course after submission and approval of timesheets.
- C. Employees may individually elect one or both of the following savings plans:
1. A set dollar amount in increments of \$50.00 deducted from the employee's salary and deposited in the following institution.

Tri-County Federal Credit Union  
140 Speedwell Avenue  
Morris Plains, NJ 07950

These deposits shall be made on the 15<sup>th</sup> and 30<sup>th</sup> of each month upon actual time of deduction.
  2. Payroll Savings (U.S. Savings Bond) deducted monthly in increments equal to one or more bonds per month (no partial payments). Savings Bonds will be mailed to the employee at their homes.

Authorization to do so for the school years 2007-2010 must be completed by the individual teacher on a form prescribed by the Board and submitted to the Board Secretary by September 1, 2007, September 1, 2008, and September 1, 2009, respectively. Authorization cannot be withdrawn at any time during the school year.
- D. The Board shall provide payroll deductions for tax sheltered annuities, the number of companies to be kept to a minimum and selected by the Association. No company currently utilized by the members of the Association can be terminated without the consent of the Association.



- E. The Board shall provide automatic payroll deductions for Association dues from the salaries of Association members. This shall be done in accordance with Chapter 233, P.L. 69.
  
- F. If a teacher contemplates a change in salary differential because of courses presently being taken or anticipated, the Superintendent must be notified in writing by December 1, 2006, for the 2007-2008 school year, by December 1, 2007, for the 2008-2009 school year, and December 1, 2008, for the 2009-2010 school year of a possible change in salary schedule. A change in salary shall be placed in effect only on September 1<sup>st</sup> or February 1<sup>st</sup> of the ensuing school year if submission of a transcript proving completion of requirements is submitted prior to September 1<sup>st</sup> or February 1<sup>st</sup> respectively. Hereinafter, a change in salary for post graduate degree shall only be given for post graduate credits or a post-graduate degree from an accredited college.

## **Article IX**

### **TEACHING ASSIGNMENTS AND VACANCIES**

- A. Each teacher shall receive in writing, prior to the final school day of the preceding year, a copy of his/her subject assignments for the 2007-08, 2008-09, and 2009-2010 school year.
- B. The Board shall post notices of all positions and vacancies for which applications are being accepted. Any teacher who is properly certified for a position or vacancy may make application. Notification of vacancies that occur over the summer shall be promulgated by arrangements made between the Superintendent and the President of the Association.
- C. All teachers involved with extra-curricular activities shall be notified of their assignments two (2) months in advance whenever possible.
- D. All vacancies in extra-curricular activities shall be filled from the Lenape Valley Regional High School staff whenever possible. However, in all cases the Board shall have the right to make the final determination.

## Article X

### **ACCREDITED OR EVENING HIGH SCHOOL - SUMMER SCHOOL - HOME TEACHING AND FEDERAL PROGRAMS**

- A. All openings for positions in the accredited evening high school, summer school, home teaching, federal projects, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies set in this agreement. Summer school and accredited evening high school openings shall be publicized not later than the preceding March 1<sup>st</sup> and June 1<sup>st</sup> respectively. Home teaching openings shall be posted as they occur. The Board shall pay \$35.00 per hour for the period 2007-2010 for home instruction which may be required from time to time as the need arises. It is understood that this stipend shall include all incidental expenses including travel. A time sheet is to be submitted to the Board of Education office no later than the 10<sup>th</sup> day following the end of the month that the home instruction was completed; otherwise the right to payment is waived.
- B. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the school district. Preference shall be given, whenever possible, to teachers presently employed in the school district before appointments of teachers from outside are made.
- C. All of the provisions of this agreement shall apply to teachers holding positions in the accredited evening high school, summer school, home teaching, and/or federal programs, except where clearly inapplicable.

## Article XI

### CLASSROOM OBSERVATIONS

Formal observation reports shall be presented to each teacher in accordance with the following procedures:

- A. Teachers shall be observed only by properly certified personnel.
- B. Observations shall be issued in the name of the observer and shall be addressed to the teacher. A post-observation conference may be requested in each case. Teachers shall be provided a copy of the report, within three (3) school days and prior to the conference.
- C. Non-tenured teachers shall receive at least three (3) formal and one (1) final observation throughout the course of the school year. Tenured teachers shall receive at least one (1) formal and one (1) final observation throughout the course of the school year. An observation shall consist of one class period per day. An observation is to be defined as a formal written report.
- D. Such reports shall include, when pertinent:
  - 1. Commendations
  - 2. Recommendations
  - 3. Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas wherein recommendations have been indicated
  - 4. Teacher's comments
- E. Personal appearance shall be observed in accordance with existing state guidelines, including Commissioner's decisions and basic standards.

## Article XII

### TEACHER EVALUATIONS

- A. The Summative Annual Evaluation shall be understood to mean a report capturing each teacher's cumulative performance over the course of the school year for all professional responsibilities. It shall be prepared and issued by the Principal and Assistant Principal or their Director/Supervisor who shall be a certified employee of Lenape Valley Regional High School District, using classroom observations and evaluations, as well as information from supervisory personnel. This paragraph shall not supersede any existing statute regarding evaluations of non-tenured teachers.
- B. Each teacher shall receive a copy of his/her final evaluation report no later than May 15<sup>th</sup> for non-tenured staff and May 30<sup>th</sup> for tenured staff and in all cases a summative evaluation conference shall be held.
- C. Such evaluation reports shall be written in narrative form and shall include, when pertinent:
  - 1. Overall commendations of the teacher as evidenced during the reporting period
  - 2. Overall recommendations for improvement of the teacher as evidenced during the reporting period
  - 3. Specific recommendations for improvement if necessary for the following school year
  - 4. A summary statement including whether the teacher has met his/her PIP for the school year
  - 5. Recommendation for contract and/or guide movement
- D. Teachers shall be evaluated only by properly certified personnel.
- E. The Superintendent and Principal will maintain a file which shall include copies of all teacher evaluations/observations as well as copies of any memorandum sent to the teacher regarding his/her performance and copies of teacher submitted materials or replies to such evaluations and/or memoranda. Teachers shall have access to these files at any time providing a written request is made twenty-four (24) hours in advance. It is understood that the Principal's file shall not leave the office. Copies of documents shall be provided at the actual cost if requested by the individual teacher.

### Article XIII

#### **NOTIFICATION OF STATUS**

- A. On or before May 15<sup>th</sup> of each year, the Board shall give to each non-tenured teacher continuously employed since the preceding December 1<sup>st</sup>, either:
1. A written form of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association.
  2. A written notice that such employment shall not be offered.
- B. Any non-tenured teacher who receives a notice of non-employment may, within five (5) school days thereafter, request in writing a statement of reasons for such non-employment from the Board. The statement shall be given to the teacher in writing within five (5) school days after receipt of such a request.
- C. Any non-tenured teacher who has received such notice of non-employment and statement of reason shall be entitled to an informal hearing before the Board, provided a written request for the hearing is received in the office of the School Board Administrator within five (5) school days after receipt by the teacher of the statement of reasons.
- D. The Board shall issue its written determination within five (5) school days after the hearing. Said proceeding shall be completed no later than May 31<sup>st</sup>.
- E. The granting of any salary increment and/or adjustment increment as set forth in any salary schedule adopted by the Board of Education shall not be deemed to be automatic. The Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a recorded roll call majority vote of the full membership of the Board of Education. Within ten (10) days prior to such action, the teacher will receive written notice of such action, together with the reasons. The member may appeal from such action to the Commissioner under rules prescribed by him/her. The Commissioner shall consider such appeal and shall either affirm the action of the Board of Education or direct that the increment or increments be paid. The Commissioner may designate an Assistant Commissioner of Education to act for him/her in his/her place and with his/her powers on such appeals. It shall not be mandatory upon the Board of Education to pay any such increment in any future year as an adjustment increment.
- F. On or before June 30<sup>th</sup> of each year, the Board of Education shall give to each teacher's aide continuously employed since the preceding December 1<sup>st</sup>, either:
1. A written form of a contract for employment for the next succeeding year providing for at least the same terms and condition of employment but with increases in salary and benefits as may be required by law or agreement between the Board and the Association.
  2. A written notice that such employment shall not be offered.

## Article XIV

### **SICK LEAVE**

- A. All employees on a ten (10) month contractual basis shall be granted sick leave with full pay for ten (10) days in any school year. All employees on a twelve (12) month contractual basis shall be granted sick leave with full pay for twelve (12) days in any school year. Any unused sick leave during a school year will become cumulative and can be used for additional sick leave above the allotted days in subsequent years.
- B. Sick leave is hereby defined to mean the absence from work of a person because of personal disability due to illness or injury, or because such a person has been excluded from work by the school district's medical examiner due to a contagious disease in his or her immediate household (or being quarantined).
- C. During a period of extended illness when a teacher has exhausted all sick leave including cumulative leave and there are continued consecutive days of absence resulting from this illness, the Board may extend for a maximum of thirty (30) consecutive working days authorized sick leave whereby the teacher shall receive the difference between his daily pay and the cost of hiring a substitute. At the expiration of the thirtieth day extended sick leave period, the Board shall review the case, and decide whether to continue the extension policy or grant the teacher a leave of absence without pay.
- D. All personal days that are unused shall be converted to sick days at a rate of one (1) sick day for two (2) personal days.
- E. Upon retirement from the school system, after a period of fifteen (15) years continuous employment at Lenape Valley Regional, teachers shall be compensated for their accumulated unused sick days at a rate of \$70.00 per day for all accumulated unused sick days with a maximum payout of \$12,000 for 2007-2008 year, \$11,000 for 2008-2009 year, and \$8,000 for 2009-2010 year. Notification of a specific retirement date must be made in writing to the Board of Education on or before December 1<sup>st</sup>, of the final year of teaching except in such cases where the Board agrees to a waiver of any or all of the aforementioned conditions. In the event a medical emergency forces a teacher to retire, this benefit will accrue immediately upon providing the Board with the appropriate medical certificate.
- F. Upon notifying the Board of a specific retirement date six (6) months in advance (December 1<sup>st</sup> for June 30<sup>th</sup> retirement), and, after fifteen (15) years of continuous employment, full-time secretaries and full-time custodians shall be compensated for unused sick days at a rate of \$55.00 per day for all accumulated unused sick days with a maximum pay out of \$7,000 for the life of the contract. Notification must be made in writing to the Board of Education on or before December 1<sup>st</sup>, of the final year of employment. In the event a medical emergency forces a secretary or custodian to retire, this benefit will accrue immediately upon providing the Board with the appropriate medical certificate.

## Article XV

### TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to temporary non-accumulative leaves of absence with full pay, under the following conditions.

- A. Absence due to death in the employee's immediate family or household shall be allowed with pay for the required period not to exceed five (5) school days. The term immediate family shall include employee's spouse, child, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, and any other member of the immediate household.
  - 1. Absences due to the death of relatives not living with the immediate family of an employee will be allowed with pay for the day of the funeral. This may be extended by the Superintendent one day upon request because of distance to allow adequate travel time by quickest conveyance.
  - 2. The relationship of deceased to the employee shall be listed on the employee absentee form when completed.
- B. Absence due to serious illness of a member of the employee's immediate family shall be allowed for a maximum of three (3) school days in any one (1) school year and shall be granted with pay, upon approval of the Superintendent. The term immediate family is as stated in Paragraph A above.
- C. All ten (10) month employees shall have two (2) days leave of absence for personal, legal, business, household, or family matters which require absence during the school hours which shall be granted with full pay during this school year. All twelve (12) month employees shall have three (3) days leave of absence for personal, legal business, household or family matters which require absence during the school hours which shall be granted with full pay during this school year. Application to the Superintendent for personal leave shall be made at least seven (7) days before taking such leave (except in the case of emergencies). 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. Up to three (3) additional days will be given for the purpose of an employee's marriage and honeymoon. One (1) additional day leave for personal reasons may be granted subject to the approval of the Superintendent. A written request stating the reason for the additional day must be submitted or a teacher may request to meet privately with the Superintendent prior to any approval for such leave.
- D. As a general rule, no personal days will be allowed on the days immediately preceding or following a scheduled school vacation. No personal leave will be granted during the first week of school or the last two weeks of school. The Superintendent may grant exceptions in extenuating circumstances, but in all cases where exceptions are requested, the teachers shall be required to state the reason in writing for personal leave.
- E. All of the aforesaid provisions of Article XV shall not apply to hourly employees.



## Article XVI

### **EXTENDED LEAVES OF ABSENCE**

#### A. Extended Leaves of Absence

1. Employees requesting extended leaves shall be informed of their eligibility for leave under the law and this agreement.
2. The Board reserves the right to exercise its discretion granted under law to adjust extended leaves of absence to preserve educational continuity in the instructional program or other school operations.
3. All contractual leaves granted by the Board of Education shall run concurrently with leave available for the same circumstances under federal and state statutes.

#### B. Disability Leaves

1. An employee who anticipates a disability shall, if possible, notify his/her immediate supervisor in writing at least ninety (90) days prior to the anticipated commencement of the disability or as soon as the employee knows of it. In the case of pregnancy, the employee shall inform the supervisor of the anticipated delivery date.
2. During the period of disability, an employee shall be entitled to accumulated sick leave and benefits as required under law.
3. The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity or other school operations as permitted by law.

#### C. Child Care Leaves

1. Procedures:
  - a) Child care leave without pay is available to eligible employees either through statutes or through Paragraph 3 of this article.
  - b) Employees desiring a child care leave shall notify their supervisor of their intent no less than ninety (90) calendar days before the anticipated delivery date. In the case of adoption, employees shall notify their supervisor when application for the adoption is made.
  - c) Employees seeking child care leave shall inform their supervisor in writing of their selection of contractual or statutory leave and file a formal written application, as soon as possible, but not less than thirty (30) days prior to the anticipated delivery date. In the case of adoption, employees shall file their formal application and their request for a specific leave period as soon as the employee is notified of the date of custody.
  - d) Upon return from child care leave, an employee who actively worked at least ninety (90) days in a school year that the leave

commences or terminates shall have the full year credited for sabbatical and longevity benefits. Placement on the salary guide will be in accordance with negotiated procedures.

2. Statutory Leave: Child care leave is available to eligible employees either under the Federal Family and Medical Leave Act (FMLA) or New Jersey's Family Leave Act (FLA).
  - a) In accordance with law, leave time taken under FMLA or FLA cannot be taken consecutively but shall be counted concurrently as time available under both the FMLA and the FLA.
  - b) Conditions for statutory leave (eligibility, time available, benefits, etc.) will be in accordance with legal requirements. The Board reserves the right to exercise its discretion granted by law to adjust extended leaves of absence to preserve educational continuity in the instructional program or other school operations.
  - c) Employees who opt for statutory leave shall not be eligible for contractual leave under Paragraph 3 of this article.
  
3. Contractual Leave:
  - a) To avoid unnecessary interruptions in instruction, contractual child care leaves shall commence at the start of a semester and shall terminate at the end of a semester. Exception: non-tenured employees' child care leaves shall terminate at the end of the school year in which the leave began.
  - b) Tenured employees may request child care leaves that include the full following academic year and that terminate at the start of the work year in which the employee is scheduled to return to active employment.
  - c) Time spent on contractual leave shall count towards the time granted for child care leave under both the state and federal statutes.
  - d) An employee on a contractual leave of absence shall receive benefits, including insurance coverage, as required by law.
  - e) Approval of contractual leave is conditioned upon adequate staffing, instructional needs, and operational needs as determined by the Board of Education. No request will be disapproved arbitrarily, discriminatorily or capriciously.

4. Extensions

- a) Employees may request extensions or other adjustments to the conditions of leaves defined above.
- b) The Board of Education will consider requested exemptions or other adjustments to the conditions of the leave on a case-by-case basis and adjustments shall be at the full discretion of the Board and shall not be subject to arbitration.

D. Personal Leave

An employee may request a leave without pay for personal reasons to be set forth in the application for said leave. The Board of Education will consider the requested leave on a case by case basis and the granting of this leave shall be at the full discretion of the Board and shall not be subject to arbitration.

## Article XVII

### **SABBATICAL LEAVES**

- A. A sabbatical leave may be granted to a teacher by the Board for study, travel, or other reasons of value to the school system.
  
- B. The teacher shall have completed at least six (6) full school years of service in the Lenape Valley Regional School District. Application may be made during the sixth year by December 1<sup>st</sup> for leave during the seventh year.
  
- C. The Board shall reimburse a teacher who is on sabbatical leave as follows:
  - 1. Reimbursement at sixty percent (60%) of annual salary prorated for a period not to exceed one (1) year.
  
  - 2. All insurance, pension and benefits shall remain in effect during sabbatical leave provided they are in keeping with New Jersey Statutes and the existing policy of the Lenape Valley Regional Board of Education.
  
  - 3. Teachers on sabbatical leave must sign a contract for the ensuing year and return to teach at Lenape Valley. Failure to do so will result in a forfeiture of salary equal to the amount paid by the Lenape Valley Regional Board of Education while the teacher was on sabbatical.
  
  - 4. Teachers on sabbatical leave will accrue one (1) year's experience during the leave for credit on the teacher's salary guide.
  
- D. A sabbatical leave may be granted without compensation for a teacher who serves as an exchange teacher or overseas teacher without compensation.

## Article XVIII

### **STUDENT TEACHERS**

- A. No teacher shall have a student teacher under their supervision unless said teacher is tenured, with the most recent year in their present position.
- B. Supervision by a teacher of a student teacher shall be voluntary. Teachers shall be asked prior to any assignment being made for their willingness to participate in the student teaching program, but this shall not be construed as acceptance.
- C. Prior to the assignment of student teachers, the following steps will be adhered to:
  - 1. Consultation with the Supervisor of Instruction and the cooperating teacher involved.
  - 2. An interview with prospective student teacher during which his/her academic credentials will be reviewed by all interested parties.

The Superintendent shall request each prospective student teacher to provide prospective cooperating teachers with a transcript of college courses and grades to date, and a statement from his college assessing his potential strengths and weaknesses.

- D. Each prospective cooperating teacher may accept or reject any student teacher. The teacher shall receive the request to take on a student teacher, at least three (3) months prior to the student's introduction to the classroom.
- E. All student teaching assignments shall be made through the Superintendent and Principal.
- F. A cooperating teacher shall not involuntarily be given additional assignments outside of his regular responsibilities during the period he is supervising a student teacher. The supervising teacher shall remain in the classroom to supervise the student teacher's activities.

## **Article XIX**

### **MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

- A. A copy of the duties and responsibilities for teachers pertaining to student behavior shall be produced in writing by the Principal or his/her designee and presented to all teachers concerned at the start of each school year.
- B. When, in the judgment of a teacher, a student requires the attention of the Principal, Assistant Principal, a counselor, psychologist, physician or other specialist, he shall so inform his Principal or designated assistant who shall call a conference among himself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- C. When, in the judgment of the teacher, a student is, by his behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him to the Principal. In such cases the Principal shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following school day, a conference among himself, the teacher, the parent, and possibly an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

## **Article XX**

### **ACADEMIC FREEDOM**

The Board and the Administration agree that academic freedom is essential to the fulfillment of the purposes of the Lenape Valley Regional High School District. It is understood that teachers shall be entitled to full rights of citizenship, and shall be protected from any undue censorship or restraint, that might interfere with their obligation to pursue truth in the performance of their teaching functions; however, it is also understood that the Board is responsible for the production of a "thorough and efficient" school system, and particularly, has the statutory obligation to provide "courses of study suitable to ages and attainments of all pupils."

## Article XXI

### INSURANCE PROTECTION

- A. The Board shall provide insurance protection as designated in this article.
- B. The Board agrees to supply Point of Service (POS) coverage for Medical/Surgical/Major Medical/Supplemental Prescription for Employee, Spouse and Dependents.

The Board agrees to supply Dental Coverage for Employee, Spouse and Dependents.

- C. Any changes in designation or scope of coverage from the relevant plans, which were in effect on July 1, 2006, shall only occur in accordance with the terms of this agreement or applicable law.
- D. It shall be the responsibility of the employee to determine the type of employee/spouse/dependent health-care coverage necessary for his/her protection and advise the Board of any changes as soon as they occur.
- E. The Board shall provide each employee with a description of the health-care insurance coverage provided.
- F. Retirees with less than twenty-five (25) years of service in Teachers' Pension and Annuity Fund or Public Employees' Retirement System shall have the option to continue group health benefits for medical/surgical/major medical/prescription coverage through the current Board of Education health care provider.

Retirees shall have the option to continue group dental benefits through the current Board of Education health care provider.

- G. As of the effective date of this agreement, each applicable employee will be offered the opportunity to "buy-out" of the group medical and dental programs. An employee must notify the Board of Education office in writing of their decision to "buy-out" and forego group medical and dental benefits, no later than June 29, 2007, June 10, 2008, and June 10, 2009, of the preceding respective school year that the benefit "buy-out" is being requested. The employee will also be required to complete all necessary forms required by our insurance carrier to delete coverage by said deadlines. Re-entry into such plans will only be available at annual open enrollment periods, except that special "life events" will permit re-entry as of the date of such event. These special "life events" will include, but not be limited to, divorce, the death, disability, employment termination, or termination of health benefits of a spouse, and activation to military service of the spouse or the employee. Re-entry will not require any pre-existing condition waiting periods. If fourteen (14) or more employees in the district elect to "buy-out" of their medical and dental insurance in each year of the contract, the Board of Education will pay those who elect the "buy-out" forty percent (40%) of the total cost of said benefits, otherwise the Board of Education will pay the employees that elect the "buy-out" as follows:



Family coverage:	\$3,000
Husband/wife coverage:	\$2,000
Parent/child coverage:	\$1,500
Single coverage:	\$1,000

The "buy-out" payment will be remitted to the employee at the conclusion of the school year on June 30, 2008, June 30, 2009, and June 30, 2010, respectively, when elected annually by the employee during the term of this contract. The "buy-out" money is fully taxable and will be included on the employee's annual W-2, and will be subject to normal state and federal withholding requirements.

**Article XXII**

**TUITION REIMBURSEMENT**

- A. The Board will reimburse members of the faculty for graduate courses taken in accordance with Board Policy. Reimbursement shall be at the following rates:

2007-2008:	Seventy-five percent (75%) of the current rate of tuition at New Jersey State Colleges
2008-2009:	Seventy-five percent (75%) of the current rate of tuition at New Jersey State Colleges
2009-2010:	Seventy-five percent (75%) of the current rate of tuition at New Jersey State Colleges

Courses that are taken at colleges and universities other than New Jersey State Colleges shall be reimbursed at the following rates:

2007-2008	Seventy-five percent (75%)
2008-2009	Seventy-five percent (75%)
2009-2010	Seventy-five percent (75%)

of the current rate of tuition at Rutgers University, or the same percentage of the tuition at the college or university of the teacher's choice, whichever is the lesser amount, i.e., no tuition will be reimbursed at an amount greater than the current rate of tuition at Rutgers University (as specified above).

Teachers who are attending out-of-state universities whose tuition exceeds the above percentages of the New Jersey tuition may request payment of eighty-five percent (85%) of the out-of-state tuition. (No out-of-state tuition will be reimbursed at an amount greater than course reimbursement for New Jersey State Colleges as specified above.) In presenting this request, a written statement must be received from the New Jersey college or university that the specific course or courses the employee wishes to take are not offered by any state college. In addition, no courses involving work in administration and supervision will be subsidized or reimbursed.

- B. Reimbursement for courses shall be made after each semester. Courses taken in the Spring semester shall be reimbursed in June, Summer semester in October and the Fall semester in February.

In addition, the teacher must have a contract with the Board which is in full force and effect at the time of the reimbursement. Nor shall there be any letter of resignation on file at the time.

- C. All courses must receive prior approval from the Superintendent and Assistant Superintendent for Business in writing. Each teacher shall be eligible for reimbursement up to nine credits per contract year. There shall be a Lenape Valley Regional High School District limit on the total amount of teacher tuition reimbursement at the sum of \$26,000 per year for the duration of the contract.

- D. No reimbursement will be made for courses which, in the opinion of the Superintendent, are not directly related to the subjects or areas in which the teacher in question is presently employed.
- E. No reimbursement will be made of travel, registration, textbooks or incidental expenses except in cases whereby the Board mandates the taking of a course, in which case the Board will reimburse the teacher one hundred percent (100%) of all costs incurred.
- F. In order to be eligible for reimbursement, proof must be furnished that the course or courses taken were passed with a minimum grade of a B or passing if a pass/fail course, and a receipt must be furnished to show the amount expended for tuition.
- G. All advanced placement workshops are to be covered through tuition reimbursement moneys and compensated at one hundred percent (100%) unless graduate credit is given. Replacement courses must have prior approval by the Superintendent.

## Article XXIII

### **MISCELLANEOUS PROVISIONS**

- A. The Board and the Association agree that should either party wish to reopen negotiations on any specific item not covered in this agreement these items shall be submitted in writing to the appropriate party, and a response shall be received within five (5) days of notification. If the action of either party is negative, the item in question will not be negotiable.
- B. The Association is responsible for providing a copy of the agreement to each member of their Association.
- C. 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.
- D. If any provision or application of this agreement is held to be contrary to laws, then such provisions or applications shall be deemed invalid, but all other provisions or applications shall continue in full force and effect.

## Article XXIV

### REPRESENTATION FEE

#### A. Purpose of Fee

The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

#### B. Amount of Fee

##### 1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of regular membership dues, initiation fees and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

##### 2. Legal Maximum

In order to adequately off set the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees, and assessments charged by the Association to its members, less the cost of benefits financed through the dues, fees, and assessments and available to or benefiting only its members, but in no event shall such representation fee exceed eighty-five (85%) percent of the regular membership dues, fees, and assessments. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed; said increase become effective as of the beginning of the Association membership year immediately following the effective date of the change.

#### C. Deduction and Transmission of Fees

##### 1. Demand and Return System

Prior to deduction of any representation fee, the Association must submit to the Board of Education evidence of a system established to permit any public employee who pays a representation fee, in lieu of dues, to receive a review of the fee paid through a full and fair hearing. The burden of proof shall be upon the Association to prove that the representation fee paid was in accordance with established law. If dissatisfied with the result of said hearing, the public employee may appeal to a three-member State Board.

##### 2. Notification

Once during each membership year covered in whole or in part this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. Representation fees will be deducted prospectively only.

3. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a) Fifteen (15) days after receipt of the aforesaid list by the Board; or
- b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid fifteen (15) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

4. Mechanics

Except as otherwise provided in the Article, the mechanics for the deduction of representation fee and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 2 above and/or the amount of the representation fee. Such changes will be reflected in any deduction made more than fifteen (15) days after the Board receives said notice.

**D. Indemnification and Save Harmless Provision**

The Association shall indemnify and hold harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the Board in conformity with this provision (Article XXIV).

## Article XXV

### **WORKING PERIODS, VACATIONS AND HOLIDAYS FOR NON-TEACHING EMPLOYEES**

- A. Secretaries, and teacher aides attendance shall not be required whenever student attendance is not required due to inclement weather or emergency closings.
- B. In the event of a delayed opening or early dismissal due to an emergency for students, secretaries, and teacher aides shall report to work at the time designated for teaching staff and shall leave as soon as possible after the departure of students and staff, at the discretion of the administration. In the event of an early dismissal, teacher aides will be paid their hourly rate for the full day.
- C. The regular working hours for twelve (12) month secretaries shall be eight (8) hours per day, five (5) days per week. Each employee is entitled to one (1) hour for lunch during the eight (8) hour workday. During vacation days for students and teaching staff, the office staff shall report to work, except for the holidays listed below. Starting time shall be specified by the administration.
- D. The regular working hours for ten (10) month secretaries shall be from September 1<sup>st</sup> through June 30<sup>th</sup>, eight (8) hours per day, five (5) days per week. Each employee is entitled to one (1) hour for lunch during the eight (8) hour workday. During vacation days for students and teaching staff, the office staff shall report to work except for the holidays listed below. Starting time shall be specified by the administration.
- E. The regular working hours for custodians shall be eight (8) hours per day, five (5) days per week. Each custodian is entitled to one-half (1/2) hour for lunch. Custodial staff shall report for work when school is closed for bad weather and emergencies. During vacation days for the students and teaching staff, the custodial staff shall report to work except for holidays listed below.
- F. Custodial Overtime
  - 1. All time over forty (40) hours per week shall be paid at time and one-half (1/2).
  - 2. When needed, overtime work shall be scheduled among custodians in accordance with the following:

Two (2) weeks prior to the start of each calendar quarter custodians desiring to work overtime during that quarter shall sign their name to the "overtime desired" list. When during the quarter the need for overtime arises, custodians having listed their names will be selected in order of their seniority on a rotating basis. Those absent, or on leave, shall be passed over. If the voluntary "overtime desire" list does not provide sufficient available custodians, the employer shall assign other employees to the extent needed in order of seniority on a rotating basis.
- G. Occasionally, it may be necessary for some employees to work additional hours other than regular working hours. If this need should occur, the Superintendent and Assistant Superintendent for Business may grant time off during the employee's regular working hours equal to the extra hours worked.
- H. Holidays

All twelve (12) month contractual secretaries shall receive the following paid holidays:

1. Labor Day
2. Thanksgiving (two days)
3. December 24
4. December 25
5. New Year's Eve
6. New Year's Day
7. President's Day
8. Good Friday
9. Memorial Day
10. Independence Day
11. NJEA annual state convention (two days)

All ten (10) month contractual secretaries shall receive the following paid holidays:

1. Labor Day
2. Thanksgiving (two days)
3. School Holiday Recess
4. Presidents' Day
5. Good Friday
6. School Spring Recess
7. Memorial Day
8. NJEA annual state convention (two days)

All twelve (12) month contractual custodians shall receive the following paid holidays:

1. Labor Day
2. Columbus Day
3. Veteran's Day
4. Thanksgiving (two days)
5. December 24
6. December 25
7. New Year's Day
8. President's Day
9. Good Friday
10. Memorial Day
11. Independence Day

When a recognized holiday falls on Saturday, the preceding day will be recognized as a holiday, when a holiday falls on a Sunday, the following day will be recognized as a holiday. If school is in session during a recognized holiday, a compensatory day, agreeable to the Superintendent or his/her designee and the individual, shall be given. During holiday recess and spring recess, there must be at least one (1) secretary working in the main office on days the office is open. The Principal will be responsible to schedule a secretary for each day the office is open.

When a holiday or emergency closing occurs during an employee's vacation, said holiday or emergency closing shall not be charged as a vacation day. The employee shall receive an additional day mutually agreeable to the employee and the Superintendent or his/her designee.

- I. Vacations for twelve (12) month employees will be granted as follows:



1. During the first contract year, vacation time shall be earned at a rate of one (1) day per month starting in the third month of employment.
  2. During the second through fifth contract years, the employee shall be entitled to ten (10) days of vacation time.
  3. During the sixth through tenth contract year, the employee shall be entitled to fifteen (15) days of vacation time.
  4. Beginning with the eleventh contract year, the employee shall be entitled to one (1) additional day per contract year to a maximum of twenty (20) days.
  5. Eligible employees must apply for vacation to the Superintendent and/or Assistant Superintendent for Business at least four (4) weeks in advance on the start date. Special consideration shall be given to emergencies. All applications are subject to final approval by the Superintendent.
  6. Vacations will be granted only at times of the year when they will not interfere with normal job duties.
  7. Payment in lieu of vacation is prohibited. Vacation days may not be accrued. Failure to take vacation will result in the loss of vacation time.
- J. Custodians/secretaries/aides must give a thirty (30) day notice upon resignation.

**Article XXVI**

**DURATION OF AGREEMENT**

**RATIFICATION OF CONTRACT**

- A. Articles I through XXVI shall be effective July 1, 2007, and shall continue in effect until June 30, 2010, as currently written with no changes.
- B. Schedule A Teacher's Salary Guides shall be effective July 1, 2007, and shall continue in effect until June 30, 2010.
- C. Schedule D Athletic Salary Guides and Schedule E Co-Curricular Salary Guides shall be effective July 1, 2007, and shall continue in effect until June 30, 2010.
- D. Schedule B Teacher's Aides Salary Guides shall be effective July 1, 2007, and shall continue in effect until June 30, 2010.
- E. Schedule F Secretarial Salary Guides shall be effective July 1, 2007, and shall continue in effect until June 30, 2010.
- F. Schedule G Custodian's Salary Guides shall be effective July 1, 2007, and shall continue in effect until June 30, 2010.
- G. In witness whereof the Association has caused this agreement to be signed by its President and Secretary, and the Board has caused this agreement to be signed by its President, attested to by its Secretary and its corporate seal to be placed hereon all on the day and year written below.

\_\_\_\_\_  
President, Lenape Valley Regional  
Board of Education

\_\_\_\_\_  
President, Lenape Valley Education  
Association

\_\_\_\_\_  
Assistant Superintendent for Business/  
Board Secretary, Lenape Valley  
Regional Board of Education

\_\_\_\_\_  
Secretary, Lenape Valley Education  
Association

**Date Ratified: June 19, 2007**

Note: This signature page is on file in the Board Office.

**SCHEDULE A – TEACHER’S SALARY GUIDE**

**Lenape Valley Regional High School Board of Education  
2007-2008 School Year**

2007- 2008	BA	BA 18	MA	MA18	MA30	MA45
1	45000	47000	50000	51000	53000	56000
2	47000	49300	51810	52810	54810	57810
3	50000	51000	54500	54620	55725	59620
4	51250	52000	56300	57300	58430	61430
5	52700	54000	57000	58240	60240	63240
6	53300	55300	58400	60500	61500	65050
7	54500	56500	59500	61500	63860	66500
8	56300	58300	60800	62500	65670	67500
9	58300	60300	61800	65480	66800	68500
10	59500	61500	62900	67290	67600	69900
11	61500	63600	64500	67900	69000	72100
12	63000	65000	66600	70910	72910	74500
13	64500	66500	68500	72720	74720	77000
14	66500	68000	72000	74530	76530	79500
15	69000	71900	75750	76340	77200	81340
16	71500	73200	77000	78150	80150	83150
17	74500	77500	79500	79960	81960	84000
18	79500	81500	82000	82770	83770	86000
19	81000	83000	85000	86000	86500	88000
20	82000	84000	88800	90000	91000	92050

**SCHEDULE A – TEACHER’S SALARY GUIDE**

**Lenape Valley Regional High School Board of Education  
2008-2009 School Year**

2008- 2009	BA	BA 18	MA	MA18	MA30	MA45
1	46000	48500	51000	52500	55000	57000
2	48000	50500	53000	55000	57000	59000
3	50000	52300	55000	56500	58500	60810
4	53000	54000	57500	59000	61000	62620
5	54250	55200	59300	61300	63000	64430
6	56000	57000	60000	62000	64000	66240
7	56300	58300	61400	63700	64700	68050
8	57800	59500	62500	64500	66860	69500
9	59500	61300	63800	66000	68670	70500
10	61400	63300	65000	68480	69800	71800
11	62600	64500	66000	70290	71100	73400
12	64000	66600	67300	71900	73300	75100
13	66000	68000	69800	73910	74910	77500
14	67600	69500	72000	75720	77720	80000
15	70000	72000	75750	77530	79530	82500
16	72000	74950	78750	79340	80200	84340
17	75000	77500	80000	81150	83150	86150
18	79500	81500	82500	83000	84960	87000
19	83600	84500	85500	86000	86770	89000
20	84000	86000	90800	92000	92900	94050

**SCHEDULE A – TEACHER’S SALARY GUIDE**

**Lenape Valley Regional High School Board of Education  
2009-2010 School Year**

2009- 2010	BA	BA 18	MA	MA18	MA30	MA45
1	47000	49500	52000	54000	56000	58000
2	49000	51500	54000	56000	58000	60000
3	51000	53500	56000	58000	60000	62000
4	53000	56000	58000	60000	62000	64000
5	56200	57000	61000	62000	64000	65620
6	57300	58700	62800	64000	66000	67430
7	59500	60000	63500	65000	67000	69240
8	59800	61800	64900	67700	69000	71050
9	61300	62500	65600	68700	69860	72500
10	63000	64300	67200	70200	72000	73500
11	64900	66300	68000	72700	73000	74800
12	66100	67500	69600	74700	75000	78300
13	67000	70100	70300	76700	78000	80500
14	69000	71000	72800	78700	80000	82500
15	71100	72500	75750	80800	82000	84500
16	74000	75000	78750	82800	84000	86500
17	75000	78400	81750	84800	85250	89500
18	79500	82000	83000	86800	87500	92500
19	83600	84500	85550	88800	90000	94500
20	86000	88000	92800	94000	95000	96050

**SCHEDULE B – TEACHER’S AIDE SALARY GUIDE**

**Lenape Valley Regional High School Board of Education  
2007-2008, 2008-2009, 2009-2010 School Year**

<u>STEP</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
9 years or more	\$12.00	\$12.50	\$13.00
Less than 9 years	\$11.00	\$11.50	\$12.00

**SCHEDULE D – ATHLETIC SALARY GUIDE**  
**Lenape Valley Regional High School Board of Education**  
**2007-2008, 2008-2009, 2009-2010 School Year**

		1	2	3	4	5	Max	
<b>Head Coach</b>	2007-2008	5,400	5,800	6,200	6,600	7,000	11,000	
Football	2008-2009	5,500	5,900	6,300	6,700	7,100	11,000	
	2009-2010	5,600	6,000	6,400	6,800	7,200	11,000	
<b>Assistant Coach</b>	2007-2008	3,400	3,800	4,200	4,600	5,000	8,000	
Football	2008-2009	3,500	3,900	4,300	4,700	5,100	8,000	
	2009-2010	3,600	4,000	4,400	4,800	5,200	8,000	
<b>Head Coach</b>	2007-2008	4,000	4,400	4,800	5,200	5,600	8,400	
Wrestling	2008-2009	4,100	4,500	4,900	5,300	5,700	8,400	
Basketball	2009-2010	4,200	4,600	5,000	5,400	5,800	8,400	
<b>Assistant Coach</b>	2007-2008	2,600	3,000	3,400	3,800	4,200	6,200	
Wrestling	2008-2009	2,700	3,100	3,500	3,900	4,300	6,200	
Basketball	2009-2010	2,800	3,200	3,600	4,000	4,400	6,200	
<b>Head Coach</b>	2007-2008	3,300	3,700	4,100	4,500	4,900	7,200	
Baseball, Lacrosse	2008-2009	3,400	3,800	4,200	4,600	5,000	7,200	
Softball	2009-2010	3,500	3,900	4,300	4,700	5,100	7,200	
Soccer, Track, Swimming Field Hockey								
<b>Assistant Coach</b>	2007-2008	2,600	3,000	3,400	3,800	4,200	5,200	
Baseball, Lacrosse	2008-2009	2,700	3,100	3,500	3,900	4,300	5,200	
Softball	2009-2010	2,800	3,200	3,600	4,000	4,400	5,200	
Soccer, Track, Swimming, Field Hockey								
<b>Head Coach</b>	2007-2008	2,600	3,000	3,400	3,800	4,200	6,200	
Cross Country	2008-2009	2,700	3,100	3,500	3,900	4,300	6,200	
Tennis Golf	2009-2010	2,800	3,200	3,600	4,000	4,400	6,200	
Winter Track Bowling								
<b>Assistant Coach</b>	2007-2008	2,300	2,700	3,100	3,500	3,900	4,400	
Cross Country	2008-2009	2,400	2,800	3,200	3,600	4,000	4,400	
Tennis, Golf	2009-2010	2,500	2,900	3,300	3,700	3,700	4,400	
Winter Track, Bowling								
<b>Weight Room Supervisor</b>	2007-2008	2,600	per season - FALL, WINTER, SPRING					
	2008-2009	2,700	per season - FALL, WINTER, SPRING					
	2009-2010	2,800	per season - FALL, WINTER, SPRING					

Coaches who are off guide and have not reached the maximum salary will receive a \$250 increase, but not to exceed the maximum salary.

Coaches who are off the guide and who have reached the maximum salary will receive a \$100 increase for each year covered by the contract.

Coaches will be paid at the end of their season on November 15<sup>th</sup>, February 15<sup>th</sup>, or May 15<sup>th</sup>.

## SCHEDULE E – CO-CURRICULAR SALARY GUIDE

Lenape Valley Regional High School Board of Education  
2007-2008, 2008-2009, 2009-2010 School Year

**Cluster A:** Yearbook Advisor, Marching Band Director, Musical Production Advisor, Head Cheerleading Advisor, Student Council

	1	2	3	4	5	Max
<b>2007-2008</b>	3,500	3,700	3,900	4,200	4,500	5,700
<b>2008-2009</b>	3,600	3,800	4,000	4,300	4,600	5,700
<b>2009-2010</b>	3,700	3,900	4,100	4,400	4,700	5,700

**Cluster B:** Yearbook Business Manager, Marching Band Assistant, Assistant Cheerleading Advisor, Winter Cheerleading/Dance Team Advisor, Technical Director (Musical), Drama Advisor, National Honor Society Advisor, Choral Advisor, Peer Leader Advisor

	1	2	3	4	5	Max
<b>2007-2008</b>	2,500	2,700	2,900	3,200	3,500	4,700
<b>2008-2009</b>	2,600	2,800	3,000	3,300	3,600	4,700
<b>2009-2010</b>	2,700	3,000	3,200	3,500	3,700	4,700

**Cluster C:** Interact Advisor, Debate Team Advisor, Technical Director (Drama), FBLA Advisor, Stage Band Advisor, DECA Advisor, Academic Quiz Bowl Advisor

	1	2	3	4	5	Max
<b>2007-2008</b>	1,900	2,100	2,300	2,600	2,900	3,700
<b>2008-2009</b>	2,000	2,200	2,400	2,700	3,000	3,700
<b>2009-2010</b>	2,100	2,300	2,500	2,800	3,100	3,700

**Cluster D:** PRIDE Advisor, German Folk Club Advisor, International Friendship Circle Advisor, Mock Trial Advisor, Gifted/Talented Advisor

	1	2	3	4	5	Max
<b>2007-2008</b>	1,300	1,400	1,500	1,600	1,700	2,500
<b>2008-2009</b>	1,400	1,500	1,600	1,700	1,800	2,500
<b>2009-2010</b>	1,500	1,600	1,700	1,800	1,900	2,500

**Cluster E:** Percussion/Drum Line Instructor, Marching & Maneuvering Instructor

<b>2007-2008</b>	1,350
<b>Stipend</b>	
<b>2008-2009</b>	1,400
<b>2009-2010</b>	1,450

**Cluster F:** Newspaper 550 per issue with class participation  
750 per issue without class participation

Literary Magazine	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>	
	3,300	3,500	3,700	
Class Advisor	9 <sup>th</sup> Grade	10th Grade	11th Grade	12th Grade
<b>2007-2008</b>	1,500	1,600	1,900	2,100
<b>2008-2009</b>	1,600	1,700	2,000	2,200
<b>2009-2010</b>	1,700	1,800	2,100	2,300

Teachers who are off the guide and have not reached the maximum will receive a \$250 increase, but not to exceed the maximum salary.

Teachers who are off the guide and who have reached the maximum salary will receive a \$100.00 increase for each year covered by the contract.



**SCHEDULE F – TWELVE (12) MONTH SECRETARY GUIDE**

**Lenape Valley Regional High School Board of Education  
2007-2008, 2008-2009, 2009-2010 School Year**

	2007-2008	2008-2009	2009-2010
1	\$30,000	\$31,200	\$32,450
2	\$30,835	\$31,950	\$33,150
3	\$31,670	\$32,700	\$33,850
4	\$32,505	\$33,450	\$34,550
5	\$33,340	\$34,200	\$35,250
6	\$34,175	\$34,950	\$35,950
7	\$35,015	\$35,700	\$36,650
8	\$36,020	\$36,455	\$37,350
9	\$37,056	\$37,530	\$37,965
10	\$37,855	\$38,605	\$39,085
11	\$38,685	\$39,655	\$40,210
12	\$39,515	\$40,705	\$41,610
13	\$40,345	\$41,755	\$43,010
14	\$41,160	\$42,805	\$44,517

\*10 month Secretaries will have a salary equal to 5/6 of the 12 month guide

## **SCHEDULE G – CUSTODIAL SALARY GUIDE**

**Lenape Valley Regional High School Board of Education  
2007-2008, 2008-2009, 2009-2010 School Year**

STEP	2007-2008	2008-2009	2009-2010
1	\$27,000	\$28,000	\$29,000
2	\$27,750	\$28,650	\$29,600
3	\$28,500	\$29,300	\$30,200
4	\$29,320	\$29,950	\$30,800
5	\$29,970	\$30,600	\$31,400
6	\$30,750	\$31,250	\$31,955
7	\$31,400	\$31,970	\$32,605
8	\$32,250	\$32,680	\$33,315
9	\$33,000	\$33,560	\$34,025
10	\$33,750	\$34,420	\$35,025
11	\$34,500	\$35,280	\$36,025
12	\$35,250	\$36,140	\$37,025
13	\$36,000	\$37,000	\$38,025
14	\$36,560	\$37,940	\$39,285