

LENAPE VALLEY REGIONAL BOARD OF EDUCATION  
LENAPE VALLEY REGIONAL EDUCATION ASSOCIATION  
1981 - 1982 TEACHERS CONTRACT

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Article I

RECOGNITION

- A. The Board hereby recognizes the Lenape Valley Education Association for the school year 1981-82 as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel under contract. This includes Department Chairpersons, Acting Department Chairpersons, Pupil Personnel Services, Class Teachers, School Nurse and Media Center paraprofessionals, but excluding all other employees.
  
- B. Unless otherwise indicated, the term "teacher," when used herein after in this agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers or female teachers shall include all teachers.
  
- 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 declare 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, the application of democratic processes in administration, and the maintenance of high morale among the teaching faculty.

Whereas, the Board has an obligation, pursuant to Chapter 123, P. L. 74 and 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. A grievance is a claim by a grievant based upon the interpretation, application or violation of this agreement, Board policies or administrative decisions affecting the grievant.
- B. A grievance to be considered under this procedure must be initiated within thirty school days from the time when the grievant knew or should have known of its occurrence. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision. Failure to file a grievance will preclude the right to file. In the event that a grievance is filed with less than thirty school days remaining in the school year, the processing of the grievance must take place within forty calendar days.
- C. It is understood that 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 effect thereof shall have been duly determined.
- D. Any employee who has grievance shall discuss it first with his principal (or immediate superior, if applicable) in an attempt to resolve the matter informally at that level. Within five school days a decision shall be given.
- E. The employee grievant, no later than five school days after receipt of the decision of his principal or other immediate superior, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying:
1. the nature of the grievance
  2. the nature and extent of the injury, loss or inconvenience
  3. the results of previous discussions
  4. his dissatisfaction with decisions previously rendered
  5. remedy sought

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed

ten school days from receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the Association, and to the principal or other immediate superior.

- F. If the grievance is not resolved to the grievant's satisfaction, he, not later than five 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 Board, or a committee thereof, shall review the grievance, shall hold a hearing with the employee grievant, render a decision in writing, and forward copies thereof to the grievant and to the Association within twenty calendar days of the date of the hearing. The hearing shall be held within a reasonably expeditious time, but not exceeding thirty calendar days after receipt of the appeal notice.
- G. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant, and he 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 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 be limited exclusively to grievances arising out of interpretation, application, or violation of policies, agreements, and administrative decisions affecting a grievant. Arbitration shall consist of one arbitrator supplied by the American Arbitration Association.
- H. It is understood that whenever a grievance is filed, or the procedure is being instituted by a member of the faculty, each grievance would be submitted in writing in each step of the procedure, as well as the reply. It is further understood that if in any case, either party,

the Board of Education, the employee grievant and/or the Association, wishes to bring in a third party to negotiate a grievance, prior notification of two school days is necessary, at which time either party may ask that the session be delayed in order to prepare for a session with the third party.

- I. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
  - 1. Any matter for which a specific method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education.
  - 2. The failure or refusal of the Board to renew a contract of a non-tenure teacher, or the termination by the Board of a non-tenure teacher's contract during the term thereof.
  - 3. A complaint of any non-tenure or probationary employee that he has received an unfavorable supervisory report or that he has failed to receive a favorable supervisory report.
  - 4. In matters where the discretion of the Board 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.
- J. Any party initiating a grievance may be represented at any or all stages of the grievance procedure by himself or, at his option, by a representative of his own choosing.
- K. If, in the judgement of the Association, the grievance affects a group or class of teachers, it may submit such grievance in writing to the Superintendent directly.
- L. All meetings and hearings under this procedure shall be private except at the request of the party grievant.
- M. In the event that a grievance is filed and the Board of Education does not complete the procedures as outlined in this article, it is agreed that the disposition of the grievance shall be ruled in favor of the party grievant. Failure to appear before the Board of Education or asking for more than one postponement on the part of either party will result in the termination of the grievance.

N. 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.

### Article III

#### PROCEDURE FOR NEGOTIATIONS

- A. The Board and the Association agree that yearly negotiations shall commence on or before the date determined by the Public Employee Relations Commission, and 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.
  2. There shall be no more than four members of each of the negotiating units. If it is necessary for a substitute to be made for either unit, 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 limitation on the number of times a unit may caucus.
  4. At no time shall there be more than two consultants employed by either unit for the purpose of being present for negotiations. If a unit desires the use of a consultant, the other unit shall be notified whenever practicable within 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. At the first meeting both units shall submit proposals for consideration for the school year 1982-1983. The proposals shall be presented orally with reasons for submission to justify and substantiate the proposal. The units shall supply each other with five written

copies of their proposals. Each unit shall reply to the other's proposals at the second meeting.

7. 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.
  8. 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.
  9. The rules outlined above are procedures to be followed in negotiation sessions and apply only to sessions conducted during the school year 1981-1982 for the purpose of establishing terms and conditions of employment for the school year 1982-1983. 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 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 hours for meeting, providing the facility is available upon request. The room and time shall be arranged through the Superintendent's office. The principal shall be notified one week in advance of the time and place of such meetings. Approval shall not be required. In a case of an emergency meeting, three hours notification will be required.
- B. No Association business of any kind shall be conducted when employees covered by this contract are supposed to be performing regular school duties.
- C. The Association shall have the use of school facilities and equipment including typewriters, mimeograph machines, other duplicating equipment, calculators 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.
- D. 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.
- 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 teachers, 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, the following procedures shall be in effect:
1. Teachers shall be required to initial the sign-in roster at the beginning and the end of each work day.
  2. Actual time is not required unless a teacher checks in later than the designated beginning time, or when he has permission from the Building Principal, or his designee, to leave earlier than the ending time.
- B. No extension in the daily working hours, 7:45 - 3:00 shall be made by the Board without first negotiating with the Association. 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. No more than two meetings shall be held in any one month except in the case of an emergency. Teachers may depart the building following the exit of the regular school buses on Fridays and the day preceeding the start of school holidays.
- C. No teacher shall be required to teach in more than two departments, nor more than a total of three different preparations in any one semester. No teacher shall be required to teach more than three consecutive class periods except when agreed to by the Building Principal and Department Chairman and the teacher involved.
- D. Teachers shall have a daily duty-free lunch period.
- 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 former's planning period, there shall be compensation at the rate of \$7.00 per period.

- F. A maximum teaching load shall be defined as follows:
1. 30 instructional/full-duty periods in a five-day week predicated on a seven period day with a limit of five teaching periods per day unless agreed upon by the Building Principal, Department Chairperson, and the teacher involved.
  2. One preparation period per day.
- G. All teachers shall supervise after school detention two (2) times each school year. The days assigned shall be at the discretion of the administration and shall be of 70 minutes in duration.
- H. Department Chairpersons shall be required to teach no less than three periods per day. Department Chairpersons shall be entitled to supervisory periods for department supervision/duties based on the following formula:
1. For the purposes of this contract, the title Department Chairperson will designate any person who holds a proper supervisor's certificate and who is appointed to head a school program department.
  2. All Department Chairpersons will be provided one supervisory period for department duties. Department Chairpersons will also be provided with a preparation period.
  3. All Department Chairpersons will not be assigned homeroom duties so they may conduct department business.
  4. Additional supervisory periods may be granted at the discretion of the Superintendent.
  5. All Department Chairpersons will be provided with an annual evaluation which will reflect the duties outlined in the job criteria approved by the Board of Education.

Article VI

CLASS SIZE

- A. The Board and the Association recognize that overcrowded 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

- 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. The duties of non-certificated personnel shall be confined solely and exclusively to such duties as would assist certificated personnel in the performance of their respective duties. In no case shall any non-certificated employee be requested or required to perform any duty previously performed by a duly certificated professional employee.
- C. Any teacher employed prior to March 1 of any school year shall be given full credit for one year of service toward the next increment step for the following year. Any teacher employed on or after March 1 may receive full credit for one year of service subject to the decision of the Board.

Article VIII

SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in schedules A, B, C, D and E which are attached hereto and made part thereof.
- B. Teachers employed on a ten month basis shall be paid in twenty equal semi-monthly installments. The first payday in September shall be made on a date mutually agreed upon by the Board of Education and the Association. All other paydays shall be in keeping with the Board of Education's Policy #609. September 10, 1981 shall be designated the first payday in September for this contract.
- C. Teachers may individually elect one or both of the following savings plans:
- (1) A set dollar amount in increments of \$50.00 deducted monthly from the employees salary and deposited in the following institution.
- Tri-County Federal Credit Union  
222 Madison Avenue  
Morristown, NJ 07960
- (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 delivered to the employee at Lenape Valley Regional High School.
- Authorization to do so for the school year 1981-1982 must be completed by the individual teacher on a form prescribed by the Board and submitted to the Superintendent by September 1, 1981. 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.
- 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, of a possible change in salary schedule. A change in salary shall be placed in effect at the date closest to the completion of the requirements, September 1 or February 1.

Article IX

TEACHING ASSIGNMENTS AND VACANCIES

- A. The Board shall issue in writing on or about June 10 of each year a tentative subject, grade, and room assignment to each individual teacher. The Department Chairperson may notify the members of his/her department in lieu of written notification by the Board of Education.
- B. The Board shall post notices of all positions and vacancies for which applications are being accepted. Any teacher who is properly certificated for a position or vacancy may make application. Notification of vacancies that occur over the summer shall be by direct mail to each employee or by other prior arrangement between the Superintendent and the President of the Association.
- C. All teachers involved with extra-curricular activities shall be notified of their assignments two 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 and June 1, respectively. Home teaching openings shall be posted as they occur. The Board shall pay \$10.00 per hour for home instruction which may be required from time to time as the need arises.
- 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. Salary schedules for positions included in this article shall be negotiated under procedures outlined in this agreement along with other salary schedules whenever possible, or at such other times as may be appropriate in order to conform to the time requirements for the implementation of said programs.
- D. 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, always prior to the conference.
- C. Non-tenure teachers shall receive at least five (5) formal observations throughout the course of the school year. Tenure teachers shall receive a maximum of five (5) formal observations throughout the course of the school year. An observation shall consist of one class period per day. An observation of a different nature or a different length of time must be mutually agreed upon by the teacher and observer.
- D. Such reports shall include, when pertinent:
  - 1. Strengths of the teacher.
  - 2. Weaknesses of the teacher.
  - 3. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
- E. Personal appearance shall be observed in accordance with existing state guidelines, including Commissioner's decisions and basic standards.

Article XII

TEACHER EVALUATIONS

- A. Evaluation shall be understood to mean a report summarizing each teacher's performance. It shall be prepared and issued by the principal, using both classroom observations and evaluations as well as information from supervisory personnel. This paragraph shall not supersede any existing statute regarding evaluations of non-tenure teachers.
- B. Each teacher shall receive a copy of his final evaluation report no later than April 30, and in all cases an explanatory conference shall be held.
- C. Such evaluation reports shall be written in narrative form and shall include, when pertinent:
  - 1. Overall strengths of the teacher as evidenced during the reporting period.
  - 2. Overall weaknesses of the teacher as evidenced during the reporting period.
  - 3. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
  - 4. A summary statement.
  - 5. Recommendation for employment and/or increment.
- D. When the need to develop new, or revise current evaluative materials exists, the Board and the Association agree to establish an Evaluation Committee consisting of six members, three members appointed by the Board or its designee, and three members appointed by the Association. The Committee's sole purpose shall be to develop specific evaluative criteria to be included in teacher evaluations or Department Chairperson evaluations.
- E. Teachers shall be evaluated only by properly certified personnel.

- F. The High School 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 their performance and copies of teacher submitted materials or replies to such evaluations and/or memoranda. In addition, a central file shall be maintained in the Superintendent's office. Teachers shall have access to these files at any time providing a proper request is made. For the purpose of this article, a proper request shall mean 24 hours. It is understood that the Principal's file and the Superintendent'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 April 30 of each year, the Board shall give to each non-tenure teacher continuously employed since the preceding December 1, 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-tenure teacher who receives a notice of non-employment may, within five 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 school days after receipt of such a request.
- C. Any non-tenure 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 Board Secretary within five school days after receipt by the teacher of the statement of reasons.
- D. The Board shall issue its written determination within five school days after the hearing. Said proceeding shall be completed no later than May 31.
- 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 Superintendent shall have the power to recommend to the Board the withholding of any salary increment or adjustment for inefficiency or other good cause. The teacher shall be notified in writing twenty (20) days prior to the issuance of the contract.

- F. If the teacher disagrees with the decision of the Board he may submit the dispute through the grievance procedure as set forth in Article II of this agreement.

Article XIV

SICK LEAVE

- A. All teachers on a 10 month contractual basis shall be granted sick leave with full pay for ten (10) days in any school year. All teachers on a 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 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, if the teacher is still unable to return to work, 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. Any teacher who is absent for more than five consecutive days for reason of illness or injury shall, upon his return to work, present to the school nurse a doctor's certificate indicating the reason for absence and that the teacher is well enough to return to full-time employment.
- E. All personal days that are unused shall be converted to sick days at a rate of 1 sick day for 2 personal days.

- F. Upon retirement from the school system, after a period of 15 years continuous employment at Lenape Valley Regional or a combination of 15 years continuous employment at Lenape Valley Regional and Netcong Public Schools,\* teachers shall be compensated for their accumulated unused sick days at a rate of \$10.00 per day for 30% of all accumulated unused sick days. Notification must be made in writing to the Board of Education on or before December 1 of the school year preceding the final year of teaching except in such cases where the Board agrees to a waiver of any or all of the aforementioned conditions.

\*Employment at the Netcong Schools shall be prior to September 1974.

Article XV

TEMPORARY LEAVES OF ABSENCE

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

- A. Absence due to death in the teacher's immediate family or household shall be allowed with pay for the required period not to exceed five school days. The term immediate family shall include teacher'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 a teacher 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 teacher shall be listed on the teacher absentee form when completed.
- B. Absence due to serious illness of a member of the teacher's immediate family shall be allowed for a maximum of three (3) school days and shall be granted with pay, upon approval of the Superintendent. The term immediate family is as stated in Paragraph (A) above.
- C. Two (2) days leave of absence for personal, legal, business, household, or family matters which require absence during the school hours 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 additional days will be given for the purpose of an employee's marriage and honeymoon. One additional day leave for personal reasons may be granted subject to the approval of the Superintendent of Schools. A written request must be submitted prior to such leave and a reason must be given for this additional day.



- D. As a general rule, no personal days will be allowed on the days immediately preceding or following a scheduled school vacation. The Superintendent may grant exceptions, but in all cases where exceptions are requested, the teachers shall be required to state the reason in writing for personal leave.

Article XVI  
EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years may be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teachers' Corps, or serve as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fullbright Scholarship, or similar award. The contract for the year in which the teacher will be returned to full-time service must be returned, signed or unsigned, by June 1.
- B. Child care leave shall be granted to tenure teachers on the following basis: Teachers shall report to the Superintendent when pregnancy is confirmed by the family physician. Child care leave shall be granted from the date on which it is requested to one school year from the 1st of September following the birth of the child not to exceed 19 months or under state law, the teacher must remove as a member of the New Jersey Teachers' Pension and Annuity Fund, whichever is longer. A teacher on child care leave shall notify the Superintendent in writing no later than March 1 of the school year preceding the fall term of the intent to commence teaching again. The Board may extend the leave or waive the requirements of the article upon written request of the party involved.
- C. The Superintendent, upon notification of the pregnancy of any teacher, shall require a doctor's certificate indicating the length of time said teacher may continue to work without endangering the child or the parent. The Board of Education may, at its discretion, have its physician examine the teacher for a second opinion. If the Board's physician and the teacher's physician have conflicting opinions as to the length of time the teacher may continue to work, then a third physician mutually agreeable to both parties shall examine said teacher. The third physician's opinion shall be final. The Board shall assume any charges or fees arising from an examination by its physician and/or any other third physicians.
- D. All non-tenure teachers shall be granted child care leave only for the duration of their present contract.
- E. No benefits accrue to teachers who are on unpaid leaves of absence.

- F. A teacher on child care leave who for any reason wishes to return to substitute or full-time service prior to the expiration of the period approved or state terminated leave, may upon the opening of a position for which the teacher is fully certified, return.
- G. Any tenure teacher adopting an infant child may receive a leave of absence under the conditions set forth in Part B above, which leave shall commence upon receiving defacto custody of said infant or earlier, if necessary to fulfill the requirements for the adoption, but in no case within less than 30 days written notice to the Superintendent of Schools.
- H. The Board may grant a leave of absence without pay of up to one year to any teacher for reasons of spouse's transfer from the area if it deems it in the best interests of the school district.
- I. A teacher on tenure may be granted a leave of absence without pay for up to two years to teach in an accredited college or university, private school or other public higher education institution.
- J. A leave of absence without pay of up to one year may 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.  
  
For purposes of Section J of this Article, members of the immediate family shall be defined as follows: Mother, Father, Grandmother, Grandfather, Brother, Sister, Children, Spouse.
- K. All benefits to which a teacher was entitled to at the time of this leave of absence, including unused accumulated sick leave, shall be restored to him upon his return. He shall be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position within limitation of his certificate.
- L. Extended leave shall be applied for on forms prescribed by the Board and shall be granted or rejected in writing.
- M. Upon approval of the Superintendent, a leave up to one year may be granted for career re-evaluation. Such leave is to be without pay. Refusal of request may not be appealed or grieved.

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 full school years of service in the Lenape Valley Regional School District. Application may be made during the sixth year for leave during the seventh year.
- C. The Board shall reimburse a teacher who is on sabbatical leave as follows:
  - 1. Reimbursement at 50% of annual salary prorata for a period not to exceed one 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.

Article XVIII  
SCHOOL VISITATIONS

- A. As a tool of the overall teacher evaluation process, teachers shall be asked to visit other schools for the purpose of investigating new educational techniques, materials and procedures as well as self-improvement.
- B. Teachers shall have the right to reject the visitation.
- C. Teachers who do visit other schools shall report in writing the procedures and techniques they have observed as well as a summary of the visitation to the Department Chairperson and the Building Principal.

Article XIX

STUDENT TEACHERS

- A. No teacher shall have a student teacher under his supervision unless said teacher has had at least three years of teaching experience, with the most recent year in his 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 Department Chairman/Lead Teacher 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 3 months prior to the student's introduction to the classroom.
- E. All student teaching assignments shall be made through the Superintendent.
- 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 XX

### MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A copy of the duties and responsibilities for each of the following: Principal, Administrative Assistant, Department Heads, and other teachers pertaining to student behavior shall be reduced to writing by the Superintendent and presented to all individuals concerned at the start of each school year.
  
- B. When, in the judgement 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 judgement 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 XXI

ACADEMIC FREEDOM

The Board and the Association 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 XXII

INSURANCE PROTECTION

- A. The Board shall provide insurance protection as designated in this article. The Board shall pay the full premium for each teacher and in cases where appropriate for dependant coverage.
  
- B. Provisions for teacher and dependant health-care insurance shall be detailed in master policies and contracts and shall include:
  - 1. Hospital room, board, and miscellaneous costs
  - 2. Out-patient benefits
  - 3. Laboratory fees, diagnostic expenses and therapy treatments
  - 4. Maternity costs
  - 5. Surgical costs
  - 6. Major-medical coverage
  - 7. Dental Care - Employee 100%  
Two Dependent Coverage 100%  
Family - 100%
  - 8. Prescription (employee only)
  
- C. The health-care insurance carrier shall be designated by the Board of Education and negotiated with the Association.
  
- D. It shall be the responsibility of the teacher to determine the type health-care coverage necessary for his protection and advise the Board of any anticipated changes by September
  - 1. Changes will be accepted at anytime subject to open enrollment dates availability.
  
- E. The Board shall provide each teacher with a description of the health-care insurance coverage provided.
  
- F. A teacher may use a physician of his choice rather than the school district's for his required annual physical examination. The Board shall reimburse the teacher for this expense in an amount not to exceed \$10 per examination. Any cost above this shall be borne by the teacher. The teacher's physician shall certify to the Board that the teacher is physically fit to perform his/her duties.

Article XXIII

TUITION REIMBURSEMENT

- A. The Board will reimburse members of the faculty for graduate courses taken at the rate of 75% of the amount expended for each credit. In other words, six credits at \$60.00 - the Board would reimburse \$270.00.
- B. Reimbursement for courses shall be made twice yearly. Courses taken in the Spring and Summer semesters (February to August) shall be reimbursed in October following the semester. Courses taken in the Fall semester (September to January) shall be reimbursed 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 in writing.
- D. No reimbursement will be made for courses which are necessary for certification or 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 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 and a receipt should be furnished to show the amount expended for tuition.

Article XXIV

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 days of notification. If the action of either party is negative the item in question will not be negotiable. This paragraph is not to be interpreted to mean that the matter in question may not be submitted for consideration during the next contract period.
- B. Copies of this agreement shall be printed at the expense of the Board and Association. The cost shall be borne equally between the Board and the Association. All teachers presently employed or offered a contract for the succeeding year, shall be given a copy of said agreement by the 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 XXV

DURATION OF AGREEMENT

- A. The following articles and schedules shall be effective July 1, 1981 and shall continue in effect until June 30, 1983.

Articles I through XXI  
Articles XXIII through XXV  
Schedule C - Department Chairperson Guide  
Schedule D - Athletic Guide  
Schedule E - Co-Curricular Guide

- B. The following article and schedules shall be effective July 1, 1981 and shall continue in effect until June 30, 1982.

Article XXII - Insurance Protection  
Schedule A - Teachers Salary Guide  
Schedule B - Paraprofessional Salary Guide

- C. 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.

Patricia D. Peison

President, Lenape Valley  
Board of Education

William Hargreaves

President, Lenape Valley  
Education Association

Agnes T. Hall

Secretary, Lenape Valley  
Board of Education

Annabelle Hargreaves

Secretary, Lenape Valley  
Education Association

May 1, 1981

Date

TEACHERS SALARY GUIDE  
1981 - 1982 School Year

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA + 30</u>	<u>MA + 45</u>
1	11,400	13,000	14,200	+ 500
2	12,100	13,640	14,520	
3	12,760	14,300	15,180	
4	13,640	15,070	15,950	
5	14,410	15,785	16,610	
6	15,070	16,445	17,325	
7	15,840	17,160	18,095	
8	16,720	18,315	18,920	
9	17,160	18,865	19,525	
10	17,600	19,360	20,075	
11	18,150	19,855	20,625	
12	18,645	20,405	21,230	
13	19,140	20,900	21,725	
14	19,745	21,395	22,165	
15	20,240	22,000	22,770	
16	20,900	22,605	23,375	

\*Longevity: \$2,000 added to present salary.

LENAPE VALLEY REGIONAL BOARD OF EDUCATION

PARAPROFESSIONAL SALARY GUIDE

1981-1982

<u>STEP</u>	<u>SALARY</u>
1	\$ 7,450
2	7,750
3	8,100
4	8,500
5	8,900
6	9,300
7	9,800
8	10,300
9	10,800
10	11,300
11	11,850
12	12,400
13	12,950
14	13,550
15	14,150
16	14,800

SCHEDULE C

A. The position of Acting Department Chairperson will be established for the 1981-82 and 1982-83 school years; after which it will be abolished. Those persons who have been designated Acting Department Chairpersons will be expected to acquire Supervisors' Certificates by 1983. In addition, they will receive the following compensation.

1. The maximum compensation for this position will be \$700.
2. Teachers previously employed as Lead Teachers will receive their present salary plus a yearly increase of \$75 not to exceed \$700.
3. Newly appointed Acting Department Chairpersons will receive \$400 for 1981-82 and \$475 for 1982-83.
4. An interim job description will be developed for this position which will expire June 1983.

B. Department Chairperson Salary Guide:

This schedule will remain in effect during the 1981-82 and 1982-83 school years.

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
700	775	850	925	1050	1125	1200	1400

SCHEDULE D

LENAPE VALLEY REGIONAL BOARD OF EDUCATION

ATHLETIC SALARY GUIDE

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
CROSS COUNTRY	680	790	900	1020	1135	1260	1325	1450	1600
BOWLING	320	430	540	650	750	860	900	1000	1100
SWIMMING	900	1025	1150	1275	1400	1525	1625	1800	1975
TENNIS/GOLF	550	665	780	890	1000	1125	1200	1325	1450
ATHLETIC DIRECTOR	1570	1675	1900	2150	2360	2600	2750	3025	3325
EQUIPMENT MANAGER	680	790	900	1020	1260	1480	1575	1725	1900
TRAINER	1300	1500	1700	1850	2000	2150	2275	2500	2750
SOCCER, BOYS BASKETBALL, WRESTLING, BASEBALL, FIELD HOCKEY, SOFTBALL, TRACK	1135	1260	1365	1470	1680	1900	2025	2225	2450
ASSISTANT FOR ABOVE	680	790	900	1020	1260	1335	1425	1575	1725
*GIRLS BASKETBALL	1035	1160	1265	1370	1580	1800	1900	2100	2300
ASSISTANT FOR ABOVE	580	690	800	920	1160	1235	1300	1425	1575
FOOTBALL	1470	1575	1800	2050	2260	2500	2650	2925	3225
ASSISTANT FOR ABOVE	840	965	1080	1190	1415	1600	1700	1875	2075

STEPS 1 THROUGH 8 SHALL BE IN EFFECT FOR THE 1981-1982 SCHOOL YEAR.

STEPS 1 THROUGH 9 SHALL BE IN EFFECT FOR THE 1982-1983 SCHOOL YEAR.

\*If the night schedule for Girls Basketball changes in the course of this contract, the basketball compensation will become equivalent to the Boys Basketball salaries.



SCHEDULE E

LENAPE VALLEY REGIONAL BOARD OF EDUCATION

CO-CURRICULAR SALARY GUIDE

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
YEARBOOK ADVISOR	800	900	1000	1100	1200	1300	1425
YEARBOOK BUSINESS MANAGER	400	500	600	700	800	900	1000
MARCHING BAND DIRECTOR	1000	1100	1200	1300	1400	1500	1650
MARCHING BAND ASSISTANT	400	500	600	700	800	900	1000
DRUM LINE	300	400	500	600	700	800	875
MARCHING & MANEUVERING	300	400	500	600	700	800	875
MUSICAL PRODUCTIONS	1000	1200	1400	1600	1800	2000	2200
NEWSPAPER	250/issue (4 issues)						
STUDENT GOVERNMENT	500	600	700	800	900	1000	1100
MODERN DANCE	300	400	500	600	700	800	875
DRAMA	300	400	500	600	700	800	875
HONOR SOCIETY	500	600	700	800	900	1000	1100
CHORUS	400	500	600	700	800	900	1000
CLASS ADVISORS - 9th	250						
10th	350						
11th	450						
12th	550						
CHEERLEADER ADVISOR	700	800	1000	1200	1350	1500	1650
CHEERLEADER ADVISOR ASST.	500	600	700	800	900	1000	1100
LITERARY MAGAZINE	150/issue						
WINTER GUARD	300	400	500	600	700	800	875
SUMMER BAND	5% of annual salary						
STAGE BAND	350	450	550	650	750	850	925
TECHNICAL DIRECTOR	500	600	700	800	900	1000	1100

STEPS 1 THROUGH 6 SHALL BE IN EFFECT FOR THE 1981-1982 SCHOOL YEAR.

STEPS 1 THROUGH 7 SHALL BE IN EFFECT FOR THE 1982-1983 SCHOOL YEAR.