

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

And

**LENAPE VALLEY
EDUCATION ASSOCIATION CONTRACT**

2004-2005, 2005-2006, 2006-2007

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BOARD OF EDUCATION
and
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2004-2007 CONTRACT**

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Article I

RECOGNITION

- A. The Board hereby recognizes the Lenape Valley Education Association for the school years 2004-05, 2005-06, and 2006-07 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, Class 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 assistant, custodial foremen, and part-time hourly 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.

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 judgement 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 Associations, 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 nontenured employee or the termination by the Board of a nontenured employee's contract during the term thereof.
 - c) A complaint of any nontenured 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 grievant’s satisfaction, 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 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 consist of one arbitrator supplied by the American Arbitration Association.

Article III

PROCEDURE FOR NEGOTIATIONS

- A. The Board and the Association agree that 2007-2008 negotiations shall commence on a mutually agreeable date 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. The first meeting shall take place no later than December 1st, with all items to be negotiated presented simultaneously by designated representative(s) of both bargaining units and exchanged at that time. Five 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 members of each of the negotiating units. If it is necessary for a substitution 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 limitations 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. 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 2006-2007 for the purpose of establishing terms and conditions of employment for the school year 2007-2008. 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 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 hours in advance of the time and place of such meeting. In a case of an emergency meeting, three 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 1st.
- 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, 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 workday. When the building is open, the sign-in roster will be available.
 2. Actual time is not required unless a teacher checks in later than the designated beginning time, or when he/she has permission from the Building Principal, or his/her designee, to leave earlier than the ending time.
- B. No extension in the daily working hours, 7:30 - 2:45 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 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. No more than two (2) meetings shall be held in any one month except in the case of an emergency. 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 prior commitment shall be excused with 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.
- 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 shall be required to teach in more than two departments, more than a total of three different preparations in any one semester, nor teach more than three consecutive class periods except when agreed upon in writing by the Building Principal and the teacher involved.
- D. Teachers shall have a daily duty-free lunch period. The school nurse shall have a scheduled lunch period that coincides with the lunch period of the physical education teachers.
- 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 \$34.00 per period for 2004-2007.

- 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 a compensation at a rate of \$34.00 per period for 2004-2007. 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. 25 instructional periods in a five-day week predicated on an eight period day with a limit of five teaching periods per day, unless otherwise agreed upon by the Principal, Supervisor of Instruction and the teacher involved. In addition, all teachers shall be assigned two duty periods by the High School Principal.
 2. One preparation period per day.
 3. Any teacher requested by the administration to teach 30 instructional periods per week shall receive a compensation stipend of \$5,000 in 2004-2005, \$5,200 in 2005-2006, and \$5,400 in 2006-2007. Any teacher who teaches 30 instructional periods per week will not be assigned any additional duties.
 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 \$4,100 for 2004-2005, \$4,200 for 2005-2006, and \$4,300 for 2006-2007 for a Lenape Valley Regional faculty member to supervise detention duty consisting of 144 days, 65 minutes in duration each day*. This shall not include Fridays and days preceding a holiday. If no one accepts this position, the following shall apply: All teachers shall supervise after school detention two (2) times each school year at no additional compensation. The days assigned shall be at the discretion of the administration and shall be of 65 minutes in duration.
- I. Each teacher shall be required to attend one (1) evening function as selected by the Principal. The Principal may at his discretion substitute functions, if a teacher is unable to attend due to extenuating circumstances, illness, or while attending graduate courses; but every teacher shall attend a minimum of one function. For the purpose of this article, this function shall be Back-To-School Night/Open House.
- J. For the purposes of this contract, teachers will work 184 days per year: 181 student contact days, 1 orientation day, and 2 workshop days.
- K. A part-time teacher shall be paid in increments of 8, based on the number of periods taught and the number of duties assigned. For example, a teacher that teaches 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 & 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 1st of the preceding

school year. Flex hours shall be either 6:45 a.m. to 2:00 p.m. or 8:30 a.m. to 3:45 p.m. Flex time shall be assigned to a teacher(s) solely at the discretion of 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 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 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. 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-certified employee be requested or required to perform any duty, which may only be performed by a duly certificated professional employee.
- C. Any newly employed teacher employed for 93 school days in any school year (September 1st to June 30th) shall be given full credit for one year of service toward the next increment step for the following 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 experience and training.
- E. The LVEA shall be apprised of the salary, step, educational level, teaching experience and/or relevant professional experience of all new hires within 10 days of the hiring by the Board of Education.
- 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, which are attached hereto and made part thereof.
- B. Employees employed on a ten-month basis shall be paid in twenty equal semi-monthly installments. The first payday will take place the first Friday after school starts. All other paydays shall be in keeping with the Board of Education's policy. These pay dates do not apply to teacher aides or other hourly employees.
- C. When requested, the Board shall provide automatic or electronic deposit of paychecks to the participating teacher's bank for the 2004-05, 2005-06 and 2006-07 school years.
- D. 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 15th and 30th 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 2004-07 must be completed by the individual teacher on a form prescribed by the Board and submitted to the Board Secretary by September 1, 2004, September 1, 2005, and September 1, 2006, respectively. Authorization cannot be withdrawn at any time during the school year.

- E. 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.
- F. 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.

- G. 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 1st for the 2004-05 school year, by December 1st for the 2005-06 school year, and December 1st for the 2006-07 school year of a possible change in salary schedule. A change in salary shall be placed in effect only on September 1st or February 1st of the ensuing school year, if submission of a transcript proving completion of requirements is submitted prior to September 1st or February 1st 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.
- H. Paychecks of all employees are distributed on the 15th and 30th of each month. If the 15th and 30th falls on a weekend or any day school is closed, paychecks will be distributed on the last day the school is open immediately preceding payday. Night custodians will be paid as stated, except checks will be issued the night preceding the payday.
- I. Any employee whose vacation is approved to begin on July 1st will not be able to be paid prior to or on that date due to budget changeover. The earliest date for checks to be issued in July will be July 10th. Employees on vacation July 1st may elect to:
1. Have their checks mailed to their homes.
 2. Have their checks mailed directly to their bank (deposit slip to be supplied by the employee). This is automatic for any employee that has direct deposit.
 3. Have their checks held until their return from vacation.

This is not applicable to aides or other hourly employees.

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 tentative teaching schedule for the 2004-05, 2005-06, and 2006-07 school years including: subject assignments, room assignment(s), period assignments, and class size.
- 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 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 1st, and June 1st, respectively. Home teaching openings shall be posted as they occur. The Board shall pay \$35.00 per hour for the period 2004-2007 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 10th 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-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. Additional observations may be made upon agreement by the teacher, Supervisor and Principal. 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 in writing and prior to the initiation of such observations.
- 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/her performance in each of the areas wherein weaknesses have been indicated;
 - 4. Teacher's response to items 1, 2 and 3.
- 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 Superintendent, Principal or their designee who shall be a certified employee of Lenape Valley Regional High School District, 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/her final evaluation report no later than May 15th 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/her performance in each of the areas wherein weaknesses have been indicated.
 - 4. A summary statement.
 - 5. Recommendation for employment and/or increment.
- D. The Board and the Association agree to establish an Evaluation Committee consisting of six members, three members appointed by the Board 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. This committee will be chaired by the Superintendent of Schools on a regular basis.
- E. Teachers shall be evaluated only by properly certified personnel.
- F. The 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 24 hours in advance. It is understood that the Principal 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 15th of each year, the Board shall give to each non-tenure teacher continuously employed since the preceding December 1st, 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 fifteen 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 thirty 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 ten days after receipt by the teacher of the statement of reasons. Said informal hearing shall be scheduled within thirty calendar days from receipt of the statement of reasons.
- D. Within three days following the informal hearing before the Board, the Board shall notify the teacher in writing of its final determination.
- 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 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 August 1st of each year, the Board shall give to each teacher's aide continuously employed since the preceding December 1st, 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 10-month contractual basis shall be granted sick leave with full pay for ten (10) days in any school year. All employees 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, 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 employee 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 employee 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, teachers shall be compensated for their accumulated unused sick days at a rate of \$65.00 per day for all accumulated unused sick days with a maximum payout of \$7,250 for 2004-2005 year, \$7,500 for 2005-2006 year, and \$7,750 for 2006-2007 year. Former Netcong High School employees shall also receive compensation for their unused sick days accumulated while at Netcong High School. Notification must be made in writing to the Board of Education on or before December 1, 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.
- G. Upon notifying the Board of the intention to retire six months in advance (December 1st for June 30th retirement), and, after 15 years of continuous employment, full-time secretaries and full-time custodians shall be compensated for unused sick days at a rate of \$50.00 per day for all accumulated unused sick days with a maximum pay out of \$6,500 for the life of the contract. Notification must be made in writing to the Board of Education on or before December 1st, 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 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 employees immediate family shall be allowed for a maximum of three (3) school days in any one 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 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 shall be granted with full pay during this school year. All twelve-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 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 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. Any employee who chooses to observe a religious holiday not included in the school calendar, but one which is recognized as a state approved religious holiday, will be permitted to do so without the use of his personal days. The staff member may observe up to two state approved religious holidays not included in the school calendar and must make up those days within that school year or dates approved by the Superintendent.

- E. 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.
- F. 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 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 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 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 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: nontenured 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 full school years of service in the Lenape Valley Regional School District. Application may be made during the sixth year by December 1, for leave during the seventh year.
- C. The Board shall reimburse a teacher who is on sabbatical leave as follows:
 - 1. Reimbursement at 60% 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.
 - 4. Teachers on sabbatical leave will accrue one 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 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 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 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 XIX

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A copy of the duties and responsibilities for teachers pertaining to student behavior shall be reduced to 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 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 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. With respect to employees hired prior to May 1, 2004, the Board agrees to supply Traditional or Point of Service (POS) coverage for Medical/Surgical/Major Medical/Supplemental Prescription for Employee, Spouse and Dependents.

With respect to employees hired subsequent to May 1, 2004, the Board agrees to supply exclusively 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, 2001, shall only occur in accordance with the provisions of 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 25 years of service in TPAF or PERS 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 the June 10th preceding the 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 June 10th preceding the respective school year that the benefit “buy out” is being requested. 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. The Board of Education will pay those who 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, 2005, June 30, 2006, and June 30, 2007, 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.

- H. As of the effective date of this agreement, each applicable employee that has traditional medical coverage will be offered the opportunity to receive a one-time bonus for electing to change from Traditional medical coverage to Point of Service ("POS") medical coverage. This "bonus" payment is not available to employees that have had POS coverage during the 2003-2004 school year or to employees who subsequently change to Traditional coverage during the term of this contract. An applicable employee must notify the Board of Education office in writing of their decision to change coverage and receive the "bonus" payment no later than the June 10th preceding the respective school year that the benefit change "bonus" is being requested. The employee will also be required to complete all necessary forms required by our insurance carrier to change coverage from Traditional to POS prior to the June 10th preceding the respective school year that the "bonus" is being requested. This "bonus" payment is a one-time payment and the employee electing this medical coverage change will be barred from ever changing back to Traditional medical coverage during their employment for the Lenape Valley Board of Education.

The Board of Education will pay those who elect the "bonus" payment for changing from Traditional to POS medical coverage as follows:

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

The "bonus" payment will be remitted one-time to the employee on June 30th at the conclusion of the school year that the change in coverage was effective. The "bonus" 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:

2004-2005 85% of the current rate of tuition at New Jersey State Colleges
2005-2006 85% of the current rate of tuition at New Jersey State Colleges
2006-2007 85% 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:

2004-2005	85%
2005-2006	85%
2006-2007	85%

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 State tuition may request payment for 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 as follows:

2004-2005	\$22,000
2005-2006	\$23,000
2006-2007	\$24,000

At the time of approval, in the order that written requests are received by the Superintendent, the teacher shall receive notice of the eligible reimbursement amount based on the status of the yearly district limit.

- 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 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.

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 days of notification. If the action of either party is negative, the item in question will not be negotiable.
- 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 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 employees on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a) 15 days after receipt of the aforesaid list by the Board; or
- b) 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 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.
- 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 1st through June 30th, 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 schools are 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 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. One Floating Holiday (may be taken at any time)

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. One Floating Holiday (may be taken at any time)

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.

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 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 the 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 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 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 30-day notice upon resignation.

Article XXVI

DURATION OF AGREEMENT

RATIFICATION OF CONTRACT

- A. Articles I through XXVI shall be effective July 1, 2004, and shall continue in effect until June 30, 2007, as currently written with no changes.
- B. Schedule A Teacher's Salary Guides shall be effective July 1, 2004, and shall continue in effect until June 30, 2007.
- C. Schedule D Athletic Salary Guides and Schedule E Co-Curricular Salary Guides shall be effective July 1, 2004, and shall continue in effect until June 30, 2007.
- D. Schedule B Teacher's Aides Salary Guides shall be effective July 1, 2004, and shall continue in effect until June 30, 2007.
- E. Schedule F Secretarial Salary Guides shall be effective July 1, 2004, and shall continue in effect until June 30, 2007.
- F. Schedule G Custodian's Salary Guides shall be effective July 1, 2004, and shall continue in effect until June 30, 2007.
- 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 15, 2004

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
2004 - 2005 School Year**

	BA	BA18	MA	MA18	MA30	MA45
1	\$40,000	\$42,000	\$44,500	\$45,700	\$46,700	\$47,900
2	\$41,360	\$43,360	\$46,030	\$47,230	\$48,230	\$49,430
3	\$42,720	\$44,720	\$47,560	\$48,760	\$49,760	\$50,960
4	\$44,100	\$46,100	\$48,360	\$49,600	\$50,600	\$51,800
5	\$45,000	\$47,000	\$48,980	\$50,180	\$51,180	\$52,380
6	\$45,700	\$47,700	\$49,570	\$50,770	\$51,770	\$52,970
7	\$46,600	\$48,000	\$50,620	\$51,820	\$52,920	\$54,120
8	\$47,630	\$49,630	\$51,700	\$52,900	\$53,900	\$55,100
9	\$48,500	\$50,500	\$52,860	\$54,860	\$55,860	\$57,060
10	\$49,500	\$51,500	\$54,000	\$56,200	\$57,200	\$58,400
11	\$50,500	\$52,500	\$55,660	\$57,000	\$58,000	\$60,000
12	\$52,100	\$54,900	\$57,830	\$59,030	\$60,030	\$62,000
13	\$53,700	\$55,700	\$59,250	\$60,450	\$61,450	\$63,450
14	\$55,540	\$57,540	\$60,670	\$61,870	\$62,870	\$64,870
15	\$56,900	\$58,700	\$62,100	\$63,300	\$64,300	\$66,300
16	\$57,800	\$59,000	\$63,150	\$64,530	\$65,350	\$67,350
17	\$58,800	\$60,540	\$64,520	\$65,720	\$66,720	\$68,410
18	\$59,800	\$62,860	\$65,730	\$66,930	\$68,410	\$70,410
19	\$61,800	\$63,400	\$66,970	\$68,170	\$69,170	\$71,270
20	\$62,540	\$64,540	\$68,120	\$69,320	\$70,320	\$72,320
21	\$63,800	\$65,800	\$69,300	\$70,500	\$71,500	\$73,500
22	\$65,000	\$67,000	\$70,500	\$71,700	\$72,700	\$74,700
23	\$66,100	\$68,100	\$71,970	\$73,160	\$74,160	\$76,160
24	\$67,300	\$69,300	\$73,400	\$74,600	\$76,300	\$78,800
25	\$68,400	\$70,400	\$74,750	\$76,000	\$77,000	\$80,100
26	\$69,850	\$71,850	\$75,710	\$77,830	\$79,000	\$81,400
27	\$70,750	\$72,750	\$76,870	\$79,000	\$79,880	\$82,400
28	\$73,000	\$75,000	\$77,840	\$80,000	\$80,960	\$83,350
29A	\$75,000	\$77,000	\$78,205	\$81,500	\$82,100	\$84,600
29	\$76,200	\$78,200	\$82,850	\$83,000	\$83,500	\$86,200

* STEP 29A WILL BE PAID ON STEP 29 AS OF FEB. 1ST.

SCHEDULE A – TEACHER’S SALARY GUIDE

**Lenape Valley Regional High School Board of Education
2005 - 2006 School Year**

	BA	BA18	MA	MA18	MA30	MA45
1	\$42,000	\$44,000	\$46,500	\$47,700	\$48,900	\$50,100
2	\$43,000	\$45,000	\$47,500	\$48,700	\$49,900	\$51,100
3	\$43,500	\$46,000	\$48,500	\$49,700	\$50,900	\$52,100
4	\$44,500	\$47,000	\$50,300	\$51,560	\$52,760	\$53,960
5	\$46,700	\$48,800	\$50,950	\$52,060	\$53,260	\$54,460
6	\$47,700	\$49,800	\$52,000	\$53,200	\$54,400	\$55,600
7	\$48,300	\$50,500	\$52,400	\$54,000	\$55,000	\$56,200
8	\$49,400	\$50,800	\$53,420	\$54,600	\$55,720	\$56,900
9	\$50,300	\$52,400	\$54,500	\$55,700	\$56,900	\$58,100
10	\$51,200	\$53,400	\$55,660	\$57,000	\$58,200	\$59,400
11	\$52,300	\$54,400	\$56,800	\$59,000	\$60,200	\$61,400
12	\$53,300	\$55,400	\$58,460	\$59,800	\$61,000	\$62,200
13	\$54,800	\$57,700	\$60,630	\$61,800	\$63,000	\$64,200
14	\$56,300	\$58,300	\$62,050	\$63,200	\$64,400	\$65,600
15	\$58,300	\$60,300	\$63,470	\$64,530	\$65,730	\$66,930
16	\$59,700	\$61,700	\$64,800	\$65,000	\$66,200	\$69,110
17	\$60,700	\$62,700	\$65,950	\$67,000	\$68,200	\$70,300
18	\$61,700	\$63,700	\$67,320	\$69,500	\$70,500	\$71,700
19	\$62,700	\$65,660	\$68,530	\$70,730	\$71,210	\$72,400
20	\$63,700	\$66,200	\$69,770	\$71,900	\$72,900	\$74,000
21	\$65,340	\$68,700	\$70,920	\$73,100	\$74,100	\$75,500
22	\$66,700	\$69,700	\$72,100	\$74,300	\$75,300	\$77,100
23	\$67,700	\$70,700	\$73,300	\$75,500	\$76,500	\$78,700
24	\$69,700	\$71,700	\$74,700	\$76,900	\$77,900	\$80,360
25	\$71,000	\$72,700	\$76,200	\$78,400	\$79,100	\$81,600
26	\$72,000	\$73,700	\$77,550	\$79,000	\$80,000	\$82,800
27	\$72,650	\$74,700	\$79,000	\$80,630	\$81,800	\$84,000
28A	\$72,750	\$76,700	\$79,670	\$82,000	\$83,000	\$84,200
28	\$78,000	\$80,000	\$85,350	\$85,500	\$86,000	\$88,000

* STEP 28A WILL BE PAID ON STEP 28 AS OF FEB. 1ST.

SCHEDULE A – TEACHER’S SALARY GUIDE

**Lenape Valley Regional High School Board of Education
2006 - 2007 School Year**

	BA	BA18	MA	MA18	MA30	MA45
1	\$43,300	\$45,300	\$47,800	\$49,100	\$50,300	\$51,500
2	\$44,300	\$46,300	\$48,800	\$50,100	\$51,300	\$52,520
3	\$45,600	\$47,600	\$50,100	\$51,400	\$52,600	\$54,240
4	\$46,900	\$48,900	\$51,400	\$52,700	\$53,900	\$55,160
5	\$48,200	\$50,200	\$53,300	\$54,600	\$55,800	\$57,000
6	\$49,600	\$51,600	\$53,950	\$55,250	\$56,450	\$57,700
7	\$50,300	\$52,300	\$54,800	\$56,100	\$57,300	\$58,600
8	\$51,200	\$53,300	\$55,400	\$57,000	\$58,000	\$59,600
9	\$52,100	\$53,600	\$56,220	\$58,000	\$58,220	\$60,600
10	\$53,200	\$55,300	\$57,400	\$59,300	\$60,500	\$61,700
11	\$54,000	\$56,700	\$58,560	\$60,300	\$61,730	\$63,150
12	\$55,200	\$58,000	\$59,700	\$61,400	\$62,960	\$64,050
13	\$56,200	\$59,300	\$61,360	\$62,700	\$64,190	\$66,050
14	\$57,760	\$60,600	\$63,530	\$64,200	\$65,420	\$67,500
15	\$59,420	\$61,000	\$64,950	\$65,700	\$66,650	\$68,950
16	\$61,300	\$63,200	\$66,310	\$67,200	\$67,880	\$70,400
17	\$63,000	\$64,500	\$67,700	\$68,700	\$68,900	\$72,010
18	\$64,150	\$65,900	\$68,850	\$70,200	\$70,800	\$73,350
19	\$65,420	\$68,600	\$71,420	\$73,200	\$74,010	\$76,030
20	\$66,780	\$69,000	\$72,670	\$74,970	\$76,170	\$77,370
21	\$68,200	\$70,000	\$73,900	\$76,200	\$77,400	\$78,600
22	\$69,840	\$72,000	\$75,000	\$78,300	\$79,500	\$81,700
23	\$71,540	\$74,000	\$76,200	\$80,300	\$81,500	\$82,700
24	\$73,240	\$76,000	\$77,800	\$81,300	\$82,500	\$83,600
25	\$74,940	\$78,000	\$79,200	\$82,500	\$83,000	\$84,600
26	\$76,500	\$80,000	\$82,000	\$83,500	\$85,510	\$87,600
27	\$80,000	\$82,000	\$86,800	\$87,500	\$88,100	\$90,050

SCHEDULE B – TEACHER’S AIDE SALARY GUIDE

**Lenape Valley Regional High School Board of Education
2004-2005, 2005-2006, 2006-2007 School Year**

<u>STEP</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	\$8.00	\$8.10	\$8.25
2	\$8.25	\$8.35	\$8.50
3	\$8.50	\$8.55	\$8.75
4	\$9.00	\$9.00	\$9.05
5	\$9.50	\$9.50	\$9.50
6	\$10.00	\$10.00	\$10.00
7	\$10.50	\$10.50	\$10.50
8	\$10.75	\$10.88	\$11.00
9	\$11.00	\$11.10	\$11.38
10	\$11.25	\$11.25	\$11.60

SCHEDULE D – ATHLETIC SALARY GUIDE
Lenape Valley Regional High School Board of Education
2004-2005, 2005-2006, 2006-2007 School Year

		1	2	3	4	5	Max	
Head Coach Football	2004-2005	5,000	5,400	5,800	6,200	6,600	9,600	
	2005-2006	5,100	5,500	5,900	6,300	6,700	9,600	
	2006-2007	5,200	5,600	6,000	6,400	6,800	9,600	
Assistant Coach Football	2004-2005	3,000	3,400	3,800	4,200	4,600	7,600	
	2005-2006	3,100	3,500	3,900	4,300	4,700	7,600	
	2006-2007	3,200	3,600	4,000	4,400	4,800	7,600	
Head Coach Wrestling Basketball	2004-2005	3,600	4,000	4,400	4,800	5,200	7,800	
	2005-2006	3,700	4,100	4,500	4,900	5,300	7,800	
	2006-2007	3,800	4,200	4,600	5,000	5,400	7,800	
Assistant Coach Wrestling Basketball	2004-2005	2,200	2,600	3,000	3,400	3,800	5,800	
	2005-2006	2,300	2,700	3,100	3,500	3,900	5,800	
	2006-2007	2,400	2,800	3,200	3,600	4,000	5,800	
Head Coach Baseball Softball Soccer Track Swimming Field Hockey	2004-2005	2,900	3,300	3,700	4,100	4,500	6,800	
	2005-2006	3,000	3,400	3,800	4,200	4,600	6,800	
	2006-2007	3,100	3,500	3,900	4,300	4,700	6,800	
Assistant Coach Baseball Softball Soccer Track Swimming Field Hockey	2004-2005	2,200	2,600	3,000	3,400	3,800	4,800	
	2005-2006	2,300	2,700	3,100	3,500	3,900	4,800	
	2006-2007	2,400	2,800	3,200	3,600	4,000	4,800	
Head Coach Cross Country Tennis Golf Winter Track Bowling	2004-2005	2,200	2,600	3,000	3,400	3,800	5,800	
	2005-2006	2,300	2,700	3,100	3,500	3,900	5,800	
	2006-2007	2,400	2,800	3,200	3,600	4,000	5,800	
Assistant Coach Cross Country Tennis Golf Winter Track Bowling	2004-2005	1,900	2,300	2,700	3,100	3,500	3,800	
	2005-2006	2,000	2,400	2,800	3,200	3,600	3,800	
	2006-2007	2,100	2,500	2,900	3,300	3,700	3,800	
Weight Room Supervisor	2004-2005	2,200	per season - FALL, WINTER, SPRING					
	2005-2006	2,300	per season - FALL, WINTER, SPRING					
	2006-2007		per season - FALL, WINTER, SPRING					

2,400

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.

Athletic Stipend for driving the school van: Tennis - \$500, Golf - \$700, Bowling - \$1,000. There will be no change in this stipend for the term of the three-year contract.

Steps on Longevity are equal to the number of years coaching. Years on the Salary Guide do not reflect years of coaching.

Coaches may select the following payment options:

- A) Two payments: 50% of stipend at mid-season, 50% of stipend at end of season.
- B) 100% stipend at end of season.

SCHEDULE E – CO-CURRICULAR SALARY GUIDE
Lenape Valley Regional High School Board of Education
2004-2005, 2005-2006, 2006-2007 School Year

Cluster A:	Yearbook Advisor, Marching Band Director, Musical Production Advisor, Head Cheerleading Advisor, Student Council					
	1	2	3	4	5	Max
2004-2005	3,200	3,400	3,600	3,900	4,200	5,600
2005-2006	3,300	3,500	3,700	4,000	4,300	5,600
2006-2007	3,400	3,600	3,800	4,100	4,400	5,600
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
2004-2005	2,200	2,400	2,600	2,900	3,200	4,600
2005-2006	2,300	2,500	2,700	3,000	3,300	4,600
2006-2007	2,400	2,600	2,800	3,100	3,400	4,600
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
2004-2005	1,600	1,800	2,000	2,300	2,600	3,600
2005-2006	1,700	1,900	2,100	2,400	2,700	3,600
2006-2007	1,800	2,000	2,200	2,500	2,800	3,600
Cluster D:	PRIDE Advisor, German Folk Club Advisor, International Friendship Circle Advisor, Mock Trial Advisor, Gifted/Talented Advisor					
	1	2	3	4	5	Max
2004-2005	1,000	1,100	1,200	1,300	1,400	2,000
2005-2006	1,100	1,200	1,300	1,400	1,500	2,000
2006-2007	1,200	1,300	1,400	1,500	1,600	2,000
Cluster E:	Percussion/Drum Line Instructor, Marching & Maneuvering Instructor					
2004-2005	1,250					
Stipend						
2005-2006	1,300					
2006-2007	1,350					
Cluster F:	Newspaper					
	500 per issue with class participation 700 per issue without class participation					
Literary Magazine	2004-2005	2005-2006	2006-2007			
	2,700	2,900	3,100			
Class Advisor	9 th Grade	10th Grade	11th Grade	12th Grade		
2004-2005	1,200	1,300	1,600	1,800		
2005-2006	1,300	1,400	1,700	1,900		
2006-2007	1,400	1,500	1,800	2,000		

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.

Steps on longevity are equal to number of years of service. Years on the salary guide do not reflect years of service.

SCHEDULE F – TWELVE (12) MONTH SECRETARY GUIDE

**Lenape Valley Regional High School Board of Education
2004-2005, 2005-2006, 2006-2007 School Year**

<u>STEP</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	\$28,050	\$29,000	\$30,000
2	\$29,010	\$29,400	\$30,410
3	\$29,970	\$30,345	\$30,800
4	\$30,930	\$31,290	\$31,765
5	\$31,890	\$32,235	\$32,705
6	\$32,850	\$33,180	\$33,645
7	\$33,825	\$34,125	\$34,585
8	\$34,850	\$35,100	\$35,525
9	\$35,730	\$36,250	\$36,500
10	\$36,625	\$37,000	\$37,710

SCHEDULE F – TEN (10) MONTH SECRETARY GUIDE

**Lenape Valley Regional High School Board of Education
2004-2005, 2005-2006, 2006-2007 School Year**

<u>STEP</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	\$23,375	\$24,160	\$25,000
2	\$24,175	\$24,500	\$25,342
3	\$24,975	\$25,285	\$25,667
4	\$25,775	\$26,075	\$26,471
5	\$26,575	\$26,860	\$27,254
6	\$27,375	\$27,650	\$28,038
7	\$28,185	\$28,435	\$28,821
8	\$29,040	\$29,250	\$29,604
9	\$29,775	\$30,175	\$30,417
10	\$30,620	\$31,870	\$33,000

SCHEDULE G – CUSTODIAL SALARY GUIDE

**Lenape Valley Regional High School Board of Education
2004-2005, 2005-2006, 2006-2007 School Year**

<u>STEP</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	\$25,500	\$26,000	\$26,500
2	\$26,000	\$26,500	\$27,000
3	\$26,550	\$27,000	\$27,500
4	\$27,100	\$27,650	\$28,100
5	\$27,825	\$28,260	\$28,750
6	\$28,790	\$28,950	\$29,410
7	\$29,750	\$30,025	\$30,125
8	\$30,710	\$31,380	\$31,775
9	\$31,670	\$32,610	\$33,475
10	\$32,660	\$33,960	\$35,260