

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

AND

**LENAPE VALLEY
EDUCATION ASSOCIATION**

CONTRACT

2023-2024

2024-2025

2025-2026

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ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Lenape Valley Education Association for the school years 2023-2024, 2024-2025, 2025-2026 as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel under contract. This includes Pupil Personnel Services, Classroom Teachers, School Nurse, Athletic Trainer, Professionals, Media Specialists, Speech Pathologist, Secretaries, and Custodians, but excluding all other employees, specifically excluding all administrators, supervisors, confidential executive secretaries, teacher assistants, classroom aides, custodial foremen, and part-time non-certified employees.
- B. Unless otherwise indicated, the term "teacher" when used herein after in this agreement, shall refer to all certified employees represented by the Association in the negotiating unit as above defined, and references to male teachers or female teachers shall include all teachers. The term "employees" shall refer to all those categories of employment represented by the Association.
- C. The term "Superintendent" shall mean the Superintendent of Schools and the term "Board" shall refer to the Board of Education. The term "Association" shall refer to the Lenape Valley Education Association.

WITNESSETH

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

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

ARTICLE II - GRIEVANCE PROCEDURE

A. DEFINITION

- 1. A grievance is a claim by an employee or the Association based upon the interpretation, application, or alleged violation of this agreement, Board policies, and/or administrative decisions affecting the terms and conditions of employment of any employee or group of employees.
- 2. If, in the judgment of the Association, the grievance affects a group or class of teachers, the Association may submit such grievance in writing to the designee of the Superintendent as stipulated under Level I - initial level.
- 3. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days from the time when the grievant knew or should have known its occurrence.

4. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be waiver of further appeal of the decision.
5. In the event that a grievance is filed and the Board of Education does not complete the procedure as outlined in this Article, it is agreed that the disposition of the grievance shall be ruled in favor of the party grievant. Failure of the grievant to appear before the Board of Education will result in termination of the grievance.
6. Requesting more than one postponement of the hearings by the grievant will result in the termination of the grievance.
7. In the event a grievance is filed with less than thirty (30) school days remaining in the school year, it shall be held in abeyance until the beginning date of the next school year. Therefore, no grievance processes will be held during the summer months.
8. Any party initiating a grievance may be represented at any or all levels of the grievance procedure by himself/herself or, at his/her option, with a representative of his/her own choosing.
9. If in any case, either party, the Board of Education, the employee grievant, and/or the Association, decides to involve a third party to negotiate a grievance, prior notification of two (2) school days is necessary. At this time, either party may ask that the session be delayed to prepare for a session with a third party. This shall not be construed as a postponement.
10. Whenever a grievance is filed or the procedure is being instituted by a member of the Association, each level of the grievance process shall be submitted in writing as well as each level of reply.
11. All meetings and hearings under this procedure shall be private except at the request of the party grievant.
12. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel files of any of the participants.
13. Any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
14. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, and Association representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
15. The following matters shall not be the basis of any grievance filed under the procedures outlined in this Article:

- a) Any matter for which a specified method of review is prescribed by law, or by any rule, regulation or bylaw of the State Commissioner of Education or the State Board of Education.
- b) The failure or refusal of the Board of Education to renew a contract of a non-tenured employee or the termination by the Board of a non-tenured employee's contract during the term thereof.
- c) A complaint of any non-tenured or probationary employee that he/she has received an unfavorable supervisory report or that he/she has failed to receive a favorable supervisory report.
- d) In matters where the discretion of the Board of Education may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of state law.

B. LEVELS OF PROCEDURE:

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

1. Level I - Initial Level

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

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

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

2. Level II - Superintendent's Level

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

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

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

3. Level III - Board of Education Level

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

4. Level IV - Advisory Arbitration

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

ARTICLE III - PROCEDURE FOR NEGOTIATIONS

A. The Board and the Association agree that 2020-2021 negotiations shall be conducted under the rules and regulations outlined below which have been formulated cooperatively.

B. The following rules and regulations shall apply:

1. All meetings shall take place at a mutually designated site. All meeting dates shall be established by mutual agreement of both parties. The first meeting shall take place no later than December 1st with all items to be negotiated presented simultaneously by designated representative(s) of both bargaining units and exchanged at that time. Five (5) copies of each bargaining unit's complete proposal shall be made available at this first meeting.
2. Prior to the first meeting, both bargaining units shall exchange rosters of negotiating team members. There shall be no more than four (4) members of each of the negotiating units, excluding the Board Secretary. If it is necessary for a substitution to be made for either unit, twenty-four (24) hours written and verbal notice shall be given.
3. Each unit may caucus during a meeting if the need arises. There shall be no limitations on the number of times a unit may caucus.

4. At no time shall there be more than two (2) consultants employed by either unit for the purpose of being present for negotiations, excluding the Board Secretary who will be present for record keeping purposes. If a unit desires the use of a consultant, the other unit shall be notified whenever practicable, within twenty-four (24) hours by written and verbal notice of the intent to use consultants. The notification shall include the names of the consultant(s) to be presented and their area of specialization.
 5. At no time shall any visitors, including other members of the Association or Board be permitted to attend negotiation sessions. Under no conditions shall the press or other news media be permitted to be in attendance.
 6. If an impasse is reached by either or both parties, the procedures set forth in Ch. 123, P.L.74 shall be utilized and adhered to by both parties.
 7. It is agreed by both parties that any agreement reached in negotiation sessions will be subject to final approval or rejection by the Board and the membership of the Association.
 8. The rules outlined above are procedures to be followed in negotiation sessions and apply only to sessions conducted during the school year 2019-2020 for the purpose of establishing terms and conditions of employment for the school year 2020-2021. Alteration of the rules may be effected by mutual verbal consent.
- C. All items negotiated by the parties shall be approved by the respective bodies, drawn up in contract form, and signed formally by the Board President and the Association President. The Board and the Association shall each receive two (2) signed copies of the final agreement.

ARTICLE IV -ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association and its representatives may have the right to use school buildings at all reasonable times before and after school instructional hours for meetings, providing the facility is available upon request. The room and time shall be arranged through the Principal's office, and the Principal shall be notified forty-eight (48) hours in advance of the time and place of such meeting. In a case of an emergency meeting, three (3) hours notification will be required. Approval shall not be required.
- B. The Association shall have the use of school facilities and equipment including typewriters, other duplicating equipment, calculators, computers, printers, electronic devices and all types of audio/visual equipment at reasonable times when said equipment is not in use. The Association shall pay for the actual cost of all materials and supplies incident to such use and for any repairs necessitated as the result thereof.
- C. The Board shall furnish the Association, in response to reasonable requests from time to time, the following information regarding the educational program and the financial resources of the district: Minutes of all Board meetings, annual financial reports and audits, state aid data, federal funding data, and information necessary to process any grievance or complaint as well as that necessary for negotiation purposes. The Association shall provide to the Board of Education a complete list of its members annually on or before October 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, teachers shall be required to swipe their identification access card at the beginning of each work day.
- B. No extension in the daily working hours, seven (7) hours and five (5) minutes, shall be made by the Board without first negotiating with the Association. Days when regularly scheduled teachers' meetings are held shall not be considered an extension of the school day. Teachers' meetings shall be no more than one (1) hour in duration. The Board reserves the right to designate any one-day a week except Friday as teacher meeting day. The Board retains the right to adjust the daily schedule of each teacher within the regular workday. There shall be two (2) teacher meetings per month, except that there shall be one (1) additional floating meeting per quarterly marking period for a total of four (4) floating meetings per school year. The Principal reserves the right to schedule an emergency teacher meeting. At least two (2) days' notice shall be given for meetings. If an emergency meeting must be called without two (2) days prior notice, then faculty members who can substantiate a prior commitment shall be excused with the permission of the Principal. Teachers may depart the building following the exit of the regular school buses on Fridays, the day preceding the start of school holidays, and the day of Back-to-School Night/Open House.
 - 1. Any teacher who is under a part-time contract shall not be required to stay beyond his/her contracted assignment.
 - 2. The day prior to Thanksgiving, Winter break, and Spring break will be an early dismissal. The day after Back-to-School Night/Open House will be an early ~~dismissal~~dismissal for staff and students. During midterms and finals teachers shall work until fifteen minutes after dismissal. If a midterm or final is on a Friday, teachers may leave ten minutes after bus departure.
- C. No teacher teaching core education classes in the mathematics, science, social studies, or language arts departments shall be required to teach more than a total of four (4) different preparations in any one semester. If a "core" teacher is assigned four (4) different preps, then only one (1) of the four (4) assigned preps may be a new prep for that teacher.
- 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 formers planning period, there shall be compensation at the rate of \$60.00 per period for 2023-2026.

F. When a teacher during the on-call period must substitute for a regular classroom teacher and is required to teach the class, there shall be compensation at a rate of \$60.00 per period for 2023-2026. Compensation will begin on the third consecutive day.

- Hourly summer curriculum work shall be paid at the rate of \$55 per hour.
- Personnel to conduct evening conferences and parent programs not covered in schedules B&C shall be paid at the rate of \$55 per hour.

G. A maximum teaching load shall be defined as follows:

1. 1. Five (5) instructional class assignments in a five (5) day week predicated on an eight (8) period schedule. The remaining three (3) periods in the eight (8) period schedule shall consist of a preparation period, departmental professional period, and a duty to be assigned by the Principal. A Resource Center Class shall be counted toward the maximum teaching load of five instructional assignments in a five-day week. The assignment of in class support shall be counted toward the maximum teaching load of five instructional class assignments in a five-day week. Any special education teacher who is teaching a combination of ICS and Resource room classes will be compensated for the sixth class at the rate listed in G.3. below. ICS teachers will receive compensation for a sixth instructional class at the rate of \$6000 for the 2023-2024 school year, \$7000 for the 2024-2025 school year, and \$7500 for the 2025-2026 school year.
2. A teacher's daily schedule shall have the following conditions and limitations:
 - a) When a teacher has five (5) instructional periods, the teacher must have a preparation period.
 - b) When a teacher has four (4) instructional periods, the teacher will have a preparation period, and a departmental professional period or a duty.
 - c) When a teacher has three (3) instructional periods, the teacher will have a preparation period, a departmental professional period, and a duty.
 - d) Caveat: When necessary, the Principal may utilize a departmental professional period as a duty.
3. Any teacher requested by the administration to teach a sixth instructional class assignment in a five (5) day week predicated on an eight (8) period schedule shall receive a compensation stipend of \$7,000 for the 2023-2024 school year, \$7000 for the 2024-2025 school year, and \$7500 for the 2025-2026 school year during the term of this contract. Any teacher who teaches a sixth instructional class assignment in a five (5) day week will not be assigned any additional duties. The teacher's schedule conditions and limitations set forth in Paragraph G.2. above, shall not apply to a teacher teaching a sixth

instructional period. Any teacher that is teaching more than 25 periods, but less than 30 periods, per week shall be compensated at a rate of \$1120 per period for the 2023-2024 school year, \$1120 for the 2024-2025 school year, and \$1200 for the 2025-2026 school year. At 30 periods per week, the full sixth instructional class stipend of \$7000 will take effect for the 2023-2024 and 2024-2025 school years, and \$7500 for the 2025-2026 contract year.

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 \$1,800 per year.
- H. The Board of Education shall provide a stipend of \$3,000 for the term of this contract for a Lenape Valley Regional faculty member to supervise detention during their daily duty free lunch period or after school.
- I. Each teacher shall be required to attend "Back To School Night" open house. Each teacher shall be required to attend two (2) additional evening functions as agreed to by the teacher and Principal. The Principal may at his discretion substitute functions, if a teacher is unable to attend due to extenuating circumstances.
- J. For the purposes of this contract, teachers will work one hundred and eighty-four (184) days per year: one hundred and eighty-one (181) student contact days, one (1) orientation day, and two (2) workshop days.
- K. A part-time teacher shall be paid in increments of eight (8), based on the number of periods taught and the number of duties assigned. For example, a teacher that teaches three (3) periods and has one duty will receive four-eighths (4/8) of the full time salary.
- L. Part-time staff will be eligible to move up on the guide each school year subject to regular teacher evaluation process.
- M. Teachers working on grants approved by the Administration (excluding state and federal entitlement grants, i.e., IDEA, IASA, Consolidated Grant, Class Size Reduction, Character Education, shall be given release time of one duty period per week for the duration of the time spent writing, researching and implementing grant proposed.
- N. Zero Period Instructional Class: If a Lenape Valley Regional faculty member has a Zero Period Instructional Class for a work day, the faculty member's work hours for that work day will be completed 20 minutes after the start of the period for that work day.
- O. Teachers and certified staff that are required to attend training not during the school year (AP, SUPA, etc.) shall be compensated at a rate of \$200 per day.

Athletic Trainer

- A. The athletic trainer will be placed on the teacher's salary guide at the Appropriate step + any longevity.
- B. The athletic trainer work year shall be the same as the teacher's school calendar.

- C. The athletic trainer will receive a pensionable stipend. The stipend accounts for the Saturdays, holidays, and time in the summer.

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- D. The athletic trainer will have Sundays free. The following will also be considered as days off:

1. Christmas Eve
2. Christmas Day
3. New Year's Day
4. Memorial Day
5. Thanksgiving

- E. The athletic trainer's work day will begin at 1 p.m. in the fall and spring and 1:30 p.m. in the winter season. On any work day where there is an onsite game or practice, the athletic trainer work day will end following the conclusion of all such games or practices.

- F. If the athletic trainer is needed on days off, then he/she will be compensated at a rate of \$55 per hour.

- G. The Board of Education will compensate the Athletic Trainer for any courses/requirements needed to sustain certification.

- H. If the athletic trainer is asked to provide any training (e.g. CPR etc.) they will be compensated at a rate of \$65/hour.

ARTICLE VI - CLASS SIZE

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

ARTICLE VII - TEACHER EMPLOYMENT AND PLACEMENT ON SALARY GUIDE

- A. The Board agrees to hire teachers holding certificates issued in compliance with the New Jersey State Board of Examiners for every teaching assignment.
- B. In no case shall any non-certified employee be requested or required to perform any duty which may only be performed by a duly certificated professional employee, except when services are in the capacity of a substitute teacher.
- C. Any ten (10) month certified staff member hired before February 1st and any twelve (12) month certified staff member hired before January 1st are eligible for movement on the salary guide for the full contracted year.

- D. Placement on the salary guide shall be solely within the discretion of the Superintendent, except that no new teacher shall be placed on a guide position higher than those teachers already employed at Lenape Valley Regional High School with similar credited teaching experience, related professional experience, or formal training.
- E. Upon request of the Lenape Valley Education Association, the Lenape Valley Education Association shall be apprised of the salary, step, educational level, teaching experience and/or related professional experience of all new hires.
- F. In all cases of employment recommendations, the Superintendent shall determine the qualification of an applicant for a position; his/her determination shall not be subject to grievance.

ARTICLE VIII - SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Schedule A. The athletic and co-curricular salary guides are set forth in Schedules B and C. The salaries of secretaries covered by this agreement are set forth in Schedule D, and salaries of custodians covered by this agreement are set forth in Schedule E. Schedules are attached hereto and made part thereof.
- B. All salaried employees shall be paid on the 15th and 30th of each month by direct deposit except in September when the first pay date will be agreed to by the LVEA President and the Board of Education Secretary. If the 15th or 30th falls on a weekend or holiday, paychecks will be deposited on the last day preceding the weekend or holiday. Athletic and co-curricular stipends will be paid at the conclusion of the season or activity on November 15th, February 28th, and May 30th. All other paydays shall be in keeping with the Board of Education's policy. All employees are responsible to provide the Board of Education, no later than June 30, or immediately after being hired, with a voided check, or other documentation indicating their bank or any other financial institution routing number for deposit of their wages. These pay dates do not apply to teacher aides or other hourly employees who shall be paid in due course after submission and approval of timesheets.
- C. Employees may individually elect one or both of the following savings' plans:
 - 1. A set dollar amount in increments of \$50.00 deducted from the employee's salary and deposited in the following institution.

Visions Federal Credit Union
24 McKinley Avenue
Endicott, NY 13760

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 2023-2026 must be completed by the individual teacher on a form prescribed by the Board and submitted to the Board

Secretary by September 1, 2023, September 1, 2024, and September 1, 2025, respectively. Authorization cannot be withdrawn at any time during the school year.

- D. The Board shall provide payroll deductions for tax sheltered annuities, the number of companies to be kept to a minimum and selected by the Association. No company currently utilized by the members of the Association can be terminated without the consent of the Association.
- E. The Board shall provide automatic payroll deductions for Association dues from the salaries of Association members. This shall be done in accordance with Chapter 233,P.L.69.
- F. If a teacher contemplates a change in salary differential because of courses presently being taken or anticipated, the Superintendent must be notified in writing by December 1st - of the current school year of a possible change in salary schedule. A change in salary shall be placed in effect only on September 1st ~~4~~ or February 1st ~~st~~ 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.

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ARTICLE IX - TEACHING ASSIGNMENTS AND VACANCIES

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

ARTICLE X - ACCREDITED OR EVENING HIGH SCHOOL, SUMMER SCHOOL, HOME TEACHING AND FEDERAL PROGRAMS

- A. All openings for positions in the accredited evening high school, summer school, home teaching, federal projects, and other programs (including non-teaching positions for which teachers may be qualified and eligible) shall be publicized by the Superintendent in accordance with the procedure for publicizing promotional vacancies set in this agreement. Summer school and accredited evening high school openings shall be publicized not later than the preceding March 1st and June 1st respectively. Home teaching openings shall be posted as they occur. The Board shall pay ~~60~~5.00 per hour for the period 2023-2026 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

All observations shall be completed in accordance with Teach NJ Law, regulations, and NJDOE guidelines.

- A. During a classroom or workplace observation/evaluation of a staff member, whether formal or informal, shall not be accomplished through electronic monitoring or taping without employee consent. The recording shall be conducted openly and with full knowledge of the employee.
- B. Observations shall be issued in the name of the observer, who is properly certified, 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 10 days and prior to the conference.
- C. Any question or criticism by a supervisor, administrator or Board of Education member of an employee's performance/instructional methodology shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.

ARTICLE XII-TEACHER EVALUATIONS

All evaluations shall be completed in accordance with Teach NJ Law, regulations, and NJDOE guidelines.

In the event state statute and regulations are repealed and no longer address teacher evaluations, evaluations shall be presented to each teacher in accordance with the following procedures:

- A. The Summative Annual Evaluation shall be understood to mean a report capturing each teacher's cumulative performance over the course of the school year for all professional responsibilities. It shall be prepared and issued by the Principal and Assistant Principal or their Director/Supervisor who shall be a certified employee of Lenape Valley Regional High School District, using classroom observations and evaluations, as well as information from supervisory personnel. This paragraph shall not supersede any existing statute regarding evaluations of non-tenured teachers.
- B. Each teacher shall receive a copy of his/her final evaluation report no later than May 15th for non-tenured staff and May 30th for tenured staff and in all cases a summative evaluation conference shall be held.
- C. Such evaluation reports shall be written in narrative form and shall include, when pertinent:
 - 1. Overall commendations of the teacher as evidenced during the reporting period

2. Overall recommendations for improvement of the teacher as evidenced during the reporting period
 3. Specific recommendations for improvement if necessary for the following school year
 4. A summary statement including whether the teacher has met his/her PIP for the school year
 5. Recommendation for contract and/or guide movement
- D. Teachers shall be evaluated only by properly certified personnel.
- E. The Superintendent and Principal will maintain a file which shall include copies of all teacher evaluations/observations as well as copies of any memorandum sent to the teacher regarding his/her performance and copies of teacher submitted materials or replies to such evaluations and/or memoranda. Teachers shall have access to these files at any time providing a written request is made twenty-four (24) hours in advance. It is understood that the Principal's file shall not leave the office. Copies of documents shall be provided at the actual cost if requested by the individual teacher.

ARTICLE XIII - NOTIFICATION OF STATUS

- A. On or before May 15th of each year, the Board shall give to each non-tenured 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-tenured teacher who receives a notice of non-employment may, within five (5) school days thereafter, request in writing a statement of reasons for such non-employment from the Board. The statement shall be given to the teacher in writing within five (5) school days after receipt of such a request.
- C. Any non-tenured teacher who has received such notice of non-employment and statement of reason shall be entitled to an informal hearing before the Board, provided a written request for the hearing is received in the office of the School Board Administrator within five (5) school days after receipt by the teacher of the statement of reasons.
- D. The Board shall issue its written determination within five (5) school days after the hearing. Said proceeding shall be completed no later than May 31st.
- E. The granting of any salary increment and/or adjustment increment as set forth in any salary schedule adopted by the Board of Education shall not be deemed to be automatic. The Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a recorded roll call majority vote of the full membership of the Board of Education. Within ten (10) days prior to such action, the teacher will receive written notice of such action, together with the reasons. The member may

appeal from such action to the Commissioner under rules prescribed by him/her. The Commissioner shall consider such appeal and shall either affirm the action of the Board of Education or direct that the increment or increments be paid. The Commissioner may designate an Assistant Commissioner of Education to act for him/her in his/her place and with his/her powers on such appeals. It shall not be mandatory upon the Board of Education to pay any such increment in any future year as an adjustment increment.

- F. On or before June 30th of each year, the Board of Education 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 ten (10) month contractual basis shall be granted sick leave with full pay for twelve (12) days in any school year. All employees on a twelve (12) month contractual basis shall be granted sick leave with full pay for fourteen (14) days in any school year. Any unused sick leave, a maximum of 10 days for ten month employees and a maximum of 12 days for twelve month employees, 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 absence due to serious illness of a member of the employee's immediate family. The principal may request written documentation from a physician to verify illness of the employee or a member of the employee's immediate family.
- C. During a period of extended illness when a teacher has exhausted all sick leave including cumulative leave and there are continued consecutive days of absence resulting from this illness, the Board may extend for a maximum of thirty (30) consecutive working days authorized sick leave whereby the teacher shall receive the difference between his daily pay and the cost of hiring a substitute. At the expiration of the thirtieth day extended sick leave period, the Board shall review the case, and decide whether to continue the extension policy or grant the teacher a leave of absence without pay.
- D. All personal days that are unused shall be converted to sick days at a rate of one sick day for each unused personal day.
- E. Upon retirement from the school system, after a period of twelve (12) years of employment at Lenape Valley Regional, teachers shall be compensated for their accumulated unused sick days at a rate of \$95.00 per day for all accumulated unused sick days with a maximum payout of \$15,000 for the length of the contract. Notification of a specific retirement date must be made in writing to the Board of Education on or before January 15th of the final year of teaching unless there are unexpected extraordinary circumstances (including but not limited to legislative changes that affect pension formulas and health insurance), or the Board consents to an earlier retirement date.

In the event a medical emergency forces a teacher to retire, this benefit will accrue immediately upon providing the Board with the appropriate medical certificate.

- F. Upon retirement after twelve (12) years of employment, full-time secretaries and full-time custodians shall be compensated for unused sick days at a rate of \$80.00 per day for all accumulated unused sick days with a maximum payout of \$12,000 for the life of the contract. Notification of a specific retirement date must be made in writing to the Board of Education on or before January 15th of the final year of employment unless there are unexpected extraordinary circumstances (including but not limited to legislative changes that affect pension formulas and health insurance), or the Board consents to an earlier retirement date. 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 retirement, employees mentioned in Paragraphs E and F will have the option to receive the direct buyout from the BOE in form of payroll or have the earned amount deposited into their 403(b) in accordance with contribution limits as permitted by law.

ARTICLE XV-TEMPORARY LEAVES OF ABSENCE

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

- A. Absence due to death in the employee's immediate family or household shall be allowed with pay for the required period not to exceed five (5) school days. The term "immediate family" shall include employee's spouse, child, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, and any other member of the immediate household.
 - 1. Absences due to the death of relatives not living with the immediate family of an employee will be allowed with pay for the day of the funeral. This may be extended by the Superintendent one day upon request because of distance to allow adequate travel time by quickest conveyance.
 - 2. The relationship of deceased to the employee shall be listed on the employee absentee form when completed.
- B. All ten (10) month employees shall have three (3) days' leave of absence for personal, legal, business, household, or family matters which require absence during the school hours which shall be granted with full pay during this school year. All twelve (12) month employees shall have three (3) days' leave of absence for personal, legal business, household or family matters which require absence during the school hours which shall be granted with full pay during this school year. Application to the Superintendent for personal leave shall be made at least seven (7) days before taking such leave (except in the case of emergencies). The applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. Up to three (3) additional days will be given for the purpose of an employee's marriage and honeymoon.
- C. 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.

- D. Two (2) days Paternity leave shall be granted to employees for the birth of a child or the adoption of a child. These days can be, but do not have to be used in conjunction with personal days.
- E. All of the aforesaid provisions of Article XV shall not apply to hourly employees.

ARTICLE XVI - EXTENDED LEAVES OF ABSENCE

A. Extended Leaves of Absence

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

B. Disability Leaves

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

C. Child Care Leaves

- 1. Procedures:
 - a) Child care leave without pay is available to eligible employees either through statutes or through Paragraph 3 of this article.
 - b) Employees desiring a child care leave shall notify their supervisor of their intent no less than ninety (90) calendar days before the anticipated delivery date. In the case of adoption, employees shall notify their supervisor when application for the adoption is made.

- c) Employees seeking child care leave shall inform their supervisor in writing of their selection of contractual or statutory leave and file a formal written application as soon as possible, but not less than thirty (30) days prior to the anticipated delivery date. In the case of adoption, employees shall file their formal application and their request for a specific leave period as soon as the employee is notified of the date of custody.
 - d) Upon return from child care leave, an employee who actively worked at least ninety (90) days in a school year that the leave commences or terminates shall have the full year credited for sabbatical and longevity benefits. Placement on the salary guide will be in accordance with negotiated procedures.
- 2. Statutory Leave: Child care leave is available to eligible employees either under the Federal Family and Medical Leave Act (FMLA) or New Jersey's Family Leave Act (FLA).
 - a) In accordance with law, leave time taken under FMLA or FLA cannot be taken consecutively but shall be counted concurrently as time available under both the FMLA and the FLA.
 - b) Conditions for statutory leave (eligibility, time available, benefits, etc.) will be in accordance with legal requirements. The Board reserves the right to exercise its discretion granted by law to adjust extended leaves of absence to preserve educational continuity in the instructional program or other school operations.
 - c) Employees who opt for statutory leave shall not be eligible for contractual leave under Paragraph 3 of this article.
- 3. Contractual Leave:
 - a) To avoid unnecessary interruptions in instruction, contractual child care leaves shall commence at the start of a semester and shall terminate at the end of a semester. Exception: non-tenured employees' child care leaves shall terminate at the end of the school year in which the leave began.
 - b) Tenured employees may request child care leaves that include the full following academic year and that terminate at the start of the work year in which the employee is scheduled to return to active employment.
 - c) Time spent on contractual leave shall count towards the time granted for child care leave under both the state and federal statutes.
 - d) An employee on a contractual leave of absence shall receive benefits, including insurance coverage, as required by law.
 - e) Approval of contractual leave is conditioned upon adequate staffing, instructional needs, and operational needs as determined by the Board of Education. No request will be disapproved arbitrarily, discriminatorily or capriciously.
- 4. Extensions

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

D. Personal Leave

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

ARTICLE XVII-SABBATICAL LEAVES

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

ARTICLE XVIII - STUDENT TEACHERS

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

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

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

ARTICLE XIX - MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. A copy of the duties and responsibilities for teachers pertaining to student behavior shall be produced in writing by the Principal or his/her designee and presented to all teachers concerned at the start of each school year.
- B. When, in the judgment of a teacher, a student requires the attention of the Principal, Assistant Principal, a counselor, psychologist, physician or other specialist, he/she shall so inform the Principal or designated assistant who shall call a conference among himself/herself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- C. When, in the judgment of the teacher, a student is, by his/her behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him/her 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/herself, 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. It is also understood, however, 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. All employees shall contribute toward the cost of health insurance. All Employees will contribute per the attached chart with the maximum percentage paid by the employee capped at Single (28%), Parent/Child (26%), Husband/Wife (26%) and for Family (28%) (see Schedule F).
- B. The Board agrees to supply Point of Service (POS) coverage for Medical/Surgical/Major Medical/Supplemental Prescription for Employee, Spouse and Dependents. The Board agrees to supply Dental Coverage for Employee, Spouse and Dependents. The Board agrees to supply Vision Coverage for Employee, Spouse and Dependents. The Board will also offer medical plan alternatives through our insurance agent which employees will have the option to participate in to help lower the cost of mandated employee payroll contributions.
- C. Any changes in designation or scope of coverage from the relevant plans, which were in effect on July 1, 2020, shall only occur in accordance with the terms of this agreement or applicable law.
- D. It shall be the responsibility of the employee to determine the type of employee/spouse/dependent health-care coverage necessary for his/her protection, and advise the Board of any changes as soon as they occur.
- E. The Board shall provide each employee with a description of the health-care insurance coverage provided.
- F. Retirees with less than twenty-five (25) years of service in Teachers' Pension and Annuity Fund or Public Employees' Retirement System shall have the option to continue group health benefits for medical/surgical/major medical/prescription coverage through the current Board of Education health care provider.

Retirees shall have the option to continue group dental and vision 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 file a waiver and "buy-out" of the group medical, dental and vision programs. An employee must notify the Board of Education office in writing of their decision to "buyout" and forego group medical, dental and vision benefits no later than the 15th day of June 2024, June 2025, and June 2026 of the preceding respective school year that the benefit waiver "buy-out" is being requested. The employee will also be required to complete all necessary forms required by our insurance carrier to delete coverage by said deadlines. Re-entry into such plans will only be available at annual open enrollment periods, except that special "life events" will permit re-entry

as of the date of such event. These special "life events" will include, but not be limited to, divorce, the death, disability, employment termination, or termination of health benefits of a spouse, and activation to military service of the spouse or the employee. Re-entry will not require any pre-existing condition waiting periods. In consideration of filing a waiver of insurance benefits, the Board of Education shall pay 25% of the premium cost to the employee, not to exceed \$5,500. The benefit waiver payment will be remitted to the employee at the conclusion of the school year on June 30, when elected annually by the employee during the term of this contract. The benefit waiver 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 eighty percent (80%) of the current rate of tuition at Rutgers for duration of this contract.

Courses that are taken at colleges and universities other than New Jersey State Colleges shall be reimbursed at eighty percent (80%) of the current rate of tuition at Rutgers University, or the same percentage of the tuition at the college or university of the teacher's choice, whichever is the lesser amount, i.e., no tuition will be reimbursed at an amount greater than the current rate of tuition at Rutgers University (as specified above).

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

- B. Reimbursement for courses shall be made in June. Reimbursement requests for second and additional courses shall be paid within available funds, with second course requests taking precedent over third course requests and so on. Within the per year limits, reimbursement shall be 80% of the Rutgers rate for second course requests, after all first course requests have been paid in full at 80% of the Rutgers rate. If the cost for second course reimbursement exceeds the fund, the available monies in the fund will be equally divided among the requesting staff members. After the second course requests have been paid in full at 80% of the Rutgers rate, requests for third course reimbursement will be considered in the same process and manner as the second credit requests. This process shall be followed until all requests or all of the monies in the fund are exhausted.

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 12 credits per contract year. There shall be a Lenape Valley Regional High School District limit on the total amount of teacher tuition reimbursement at the sum of \$30,000 per year for contract year 2023-2024,

\$40,000 per year for contract year 2024-2025, and \$40,000 per year for contract year 2025-2026 and thereafter.

- F. All courses required by a college/university for successful completion of an administratively approved degree track will be eligible for reimbursement.
- E. No reimbursement will be made of travel, registration, textbooks or incidental expenses except in cases whereby the Board mandates the taking of a course, in which case the Board will reimburse the teacher one hundred percent (100%) of all costs incurred.
- F. In order to be eligible for reimbursement, proof must be furnished that the course or courses taken were passed with a minimum grade of a B or passing if a pass/fail course, and a receipt must be furnished to show the amount expended for tuition.
- G. Any employee who resigns must reimburse the Board for any and all tuition reimbursement received during the three (3) school year prior to the school year during which said employee resigned. Should the employee fail to reimburse the Board accordingly, the employee recognizes, understands and agrees that he/she shall be responsible to indemnify the Board for all costs associated with the recovery of same through legal action, including attorney's fees and court costs.

ARTICLE XXIII - MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that should either party wish to reopen negotiations on any specific item not covered in this agreement, these items shall be submitted in writing to the appropriate party, and a response shall be received within five (5) days of notification. If the action of either party is negative, the item in question will not be negotiable.
- B. The Association is responsible for providing a copy of the agreement to each member of their Association.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers.
- D. If any provision or application of this agreement is held to be contrary to laws, then such provisions or applications shall be deemed invalid, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XXIV-WORKING PERIODS, VACATIONS AND HOLIDAYS, FOR
NONTTEACHING EMPLOYEES**

- A. Secretaries' 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 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. As of July 1, 2023 all secretaries will be 12 month secretaries. Secretaries that were previously 10 or 11 month secretaries will be credited with a full year of service for each contract year previously worked
- E. The regular working hours for custodians shall be eight (8) hours per day, five (5) days per week. Each custodian is entitled to one-half (1/2) hour for lunch. Custodial staff shall report for work when school is closed for bad weather and emergencies. During vacation days for the students and teaching staff, the custodial staff shall report to work except for holidays listed below.
- F. In the event that the superintendent grants paid time off to any non-teaching employees other than those holidays listed below, those not able to benefit from this shall be granted in-lieu of day or equal paid time off. This time may be banked and used at a later date mutually agreed upon by the employee and the supervisor.
- G. Custodial Overtime
 - 1. All time over forty (40) hours per week shall be paid at time and one-half (1/2).
 - 2. When needed, overtime work shall be scheduled among custodians in accordance with the following:

Two (2) weeks prior to the start of each calendar quarter, custodians desiring to work overtime during that quarter shall sign their name to the "overtime desired" list. When, during the quarter, the need for overtime arises, custodians having listed their names will be selected in order of their seniority on a rotating basis. Those absent or on leave shall be passed over. If the voluntary "overtime desired" 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.
- H. 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.

I. Holidays

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

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

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

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

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

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

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

1. During the first contract year, vacation time shall be earned at a rate of one (1) day per month starting in the third month of employment.
2. During the second through fifth contract years, the employee shall be entitled to ten (10) days of vacation time.

3. During the sixth through tenth contract year, the employee shall be entitled to fifteen (15) days of vacation time.
 4. Beginning with the eleventh contract year, the employee shall be entitled to one (1) additional day per contract year to a maximum of twenty (20) days.
 5. Eligible employees must apply for vacation to the Superintendent and/or Assistant Superintendent for Business at least four (4) weeks in advance of 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.
- K. Custodians/secretaries/aides must give a thirty (30) day notice upon resignation.

ARTICLE XXV- DURATION OF AGREEMENT AND RATIFICATION OF CONTRACT

- A. Articles I through XXV shall be effective July 1, 2023, and shall continue in effect until June 30, 2026, as currently written with no changes.
- B. Schedule A Teacher's Salary Guides shall be effective July 1, 2023, and shall continue in effect until June 30, 2026.
- C. Schedule B Athletic Salary Guides and Schedule C Co-Curricular Salary Guides shall be effective July 1, 2023, and shall continue in effect until June 30, 2026.
- D. Schedule D Secretarial Salary Guides shall be effective July 1, 2023, and shall continue in effect until June 30, 2026.
- E. Schedule E Custodian's Salary Guides shall be effective July 1, 2023, and shall continue in effect until June 30, 2026.
- F. 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 Educator
Association

Date Ratified:

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
2023-2024 School Year

2023-2024	BA	BA+18	MA	MA+18	MA+30	MA+39
1	58,450	59,450	62,450	64,450	66,950	68,950
2	58,950	59,950	62,950	64,950	67,450	69,450
3	59,450	60,450	63,450	65,450	67,950	69,950
4	59,950	60,950	63,950	65,950	68,450	70,450
5	61,170	62,170	65,170	67,170	69,670	71,670
6-7	62,770	63,770	66,770	68,770	71,270	73,770
8	64,835	65,835	68,835	70,835	73,335	75,335
9	67,025	67,135	71,035	71,585	75,535	77,535
10	69,235	70,235	73,235	80,585	77,735	79,795
11	71,435	72,435	75,435	81,085	82,660	82,195
12	73,535	74,535	78,035	81,585	82,860	86,035
13-14	75,735	76,735	80,735	82,085	83,235	88,070
15	78,135	79,135	82,135	84,135	86,635	89,585
16-17	80,535	81,535	84,535	86,535	89,035	91,035
18	83,035	84,035	85,585	89,035	91,535	93,535
19	85,035	85,085	89,535	92,035	94,035	96,035
20	92,035	93,585	95,535	98,535	101,035	102,535
21	94,035	100,585	102,585	102,835	103,685	104,535

*Note: Any teacher after completing their 20th year of service at Lenape Valley Regional High School will receive a longevity payment that is included in their contractual base salary. See Schedule G for Longevity table.

MA 30 COLUMN WILL ONLY APPLY TO THOSE THAT ARE CURRENTLY ON THIS COLUMN. It disappears in this guide.

SCHEDULE A - TEACHER'S SALARY GUIDE (CONTINUED)
Lenape Valley Regional High School Board of Education
2024-2025 School Year

2024-2025	BA	BA+18	MA	MA+18	MA+30	MA+39
1	59,210	60,210	63,210	65,210	67,710	69,710
2	59,710	60,710	63,710	65,710	68,210	70,210
3	60,210	61,210	64,210	66,210	68,710	70,710
4	60,710	61,710	64,710	66,710	69,210	71,210
5	61,950	62,950	65,950	67,950	70,450	72,450
6	63,550	64,550	67,550	69,550	72,050	74,550
7-8	65,615	66,615	69,615	71,615	74,115	76,115
9	67,805	67,915	71,815	72,365	76,315	78,315
10	70,015	71,015	74,015	81,365	78,515	80,575
11	72,215	73,215	76,215	81,865	83,440	82,975
12	74,315	75,315	78,815	82,365	83,640	86,815
13	76,515	77,515	81,515	82,865	84,015	88,850
14-15	78,915	79,915	82,915	84,915	87,415	90,365
16	81,315	82,315	85,315	87,315	89,815	91,815
17-18	83,815	84,815	86,365	89,815	92,315	94,315
19	85,815	85,865	90,315	92,815	94,815	96,815
20	92,815	94,365	96,315	99,315	101,815	103,315
21	94,815	101,365	103,365	103,615	104,465	105,315

*Note: Any teacher after completing their 20th year of service at Lenape Valley Regional High School will receive a longevity payment that is included in their contractual base salary. See Schedule G for Longevity table

MA 30 COLUMN WILL ONLY APPLY TO THOSE THAT ARE CURRENTLY ON THIS COLUMN. It disappears in this guide.

SCHEDULE A- TEACHER'S SALARY GUIDE (CONTINUED)
Lenape Valley Regional High School Board of Education
2025-2026 School Year

2025-2026	BA	BA+18	MA	MA+18	MA+30	MA+39
1	60,320	61,320	64,320	66,320	68,820	70,820
2	60,820	61,820	64,820	66,820	69,320	71,320
3	61,320	62,320	65,320	67,320	69,820	71,820
4	61,820	62,820	65,820	67,820	70,320	72,320
5	63,035	64,035	67,035	69,035	71,535	73,535
6	64,615	65,615	68,615	70,615	73,115	75,615
7	66,680	67,680	70,680	72,680	75,180	77,180
8-9	68,870	68,980	72,880	73,430	77,380	79,380
10	71,080	72,080	75,080	82,430	79,580	81,640
11	73,280	74,280	77,280	82,930	84,505	84,040
12	75,380	76,380	79,880	83,430	84,705	87,880
13	77,580	78,580	82,580	83,930	85,080	89,915
14	79,980	80,980	83,980	85,980	88,480	91,430
15-16	82,380	83,380	86,380	88,380	90,880	92,880
17	84,880	85,880	87,430	90,880	93,380	95,380
18-19	86,880	86,930	91,380	93,880	95,880	97,880
20	93,880	95,430	97,380	100,380	102,880	104,380
21	95,880	102,430	104,430	104,680	105,530	106,380

*Note: Any teacher after completing their 20th year of service at Lenape Valley Regional High School will receive a longevity payment that is included in their contractual base salary. See Schedule G for Longevity table

MA 30 COLUMN WILL ONLY APPLY TO THOSE THAT ARE CURRENTLY ON THIS COLUMN.
It disappears in this guide.

SCHEDULE B -ATHLETIC SALARY GUIDE
Lenape Valley Regional High School Board of Education
2023-2026 School Years

ATHLETIC			
	2023-2024	2024-2025	2025-2026
Tier 1			
Football - Head Coach	12,927	13,121	13,384
Foot Ball - Assistant 1	7,633	7,747	7,902
Foot Ball - Assistant 2	7,633	7,747	7,902
Foot Ball - Assistant 3	7,633	7,747	7,902
Foot Ball - Assistant 4	7,633	7,747	7,902
Foot Ball - Assistant 5	7,633	7,747	7,902
Foot Ball - Assistant 6	7,633	7,747	7,902
Tier2			
Baseball - Head Coach	9,603	9,747	9,942
Baseball - Assistant 1	6,033	6,123	6,246
Baseball - Assistant 2	6,033	6,123	6,246
Baseball - Assistant 3	6,033	6,123	6,246
	-	-	-
Basketball - Boys - Head Coach	9,603	9,747	9,942
Basketball - Boys - Assistant 1	6,033	6,123	6,246
Basketball - Boys - Assistant 2	6,033	6,123	6,246
	-	-	-
Basketball - Girls - Head Coach	9,603	9,747	9,942
Basketball - Girls - Assistant 1	6,033	6,123	6,246
Basketball - Girls - Assistant 2	6,033	6,123	6,246
	-	-	-
Soccer - Boys - Head Coach	9,603	9,747	9,942
Soccer - Boys - Assistant 1	6,033	6,123	6,246
Soccer - Boys - Assistant 2	6,033	6,123	6,246
	-	-	-
Soccer - Girls - Head Coach	9,603	9,747	9,942
Soccer - Girls - Assistant 1	6,033	6,123	6,246
Soccer - Girls - Assistant 2	6,033	6,123	6,246

SCHEDULE B-ATHLETIC SALARY GUIDE (CONTINUED)
Lenape Valley Regional High School Board of Education
2023-2026 School Years

Tier 2 continued			
Softball - Head Coach	9,603	9,747	9,942
Softball - Assistant 1	6,033	6,123	6,246
Softball - Assistant 2	6,033	6,123	6,246
Softball - Assistant 3	6,033	6,123	6,246
	-	-	-
Lacrosse - Boys - Head Coach	9,603	9,747	9,942
Lacrosse - Boys - Assistant	6,033	6,123	6,246
Lacrosse - Boys - Assistant	6,033	6,123	6,246
	-	-	-
Lacrosse - Girls - Head Coach	9,603	9,747	9,942
Lacrosse - Girls - Assistant	6,033	6,123	6,246
Wrestling - Head Coach	9,603	9,747	9,942
Wrestling - Assistant 1	6,033	6,123	6,246
Wrestling - Assistant 2	6,033	6,123	6,246
Field Hockey - Head Coach			9,942
Field Hockey - Assistant 1			6,246
Tier3			
Field Hockey - Head Coach	7,880	7,998	
Field Hockey - Assistant 1	4,802	4,874	
Swimming - Head Coach	7,880	7,998	8,158
Swimming - Assistant 1	4,802	4,874	4,972
	-	-	-
Track - Boys - Head Coach	7,880	7,998	8,158
Track - Girls - Head Coach	7,880	7,998	8,158
Track - Assistant 1	4,802	4,874	4,972
Track - Assistant 2	4,802	4,874	4,972
Track - Assistant 3	4,802	4,874	4,972
Tier4			
Cross Country - Head Coach	5,664	5,749	5,864

SCHEDULE B -ATHLETIC SALARY GUIDE (CONTINUED)
Lenape Valley Regional High School Board of Education
2023-2026 School Years

Tier 4 continued			
Tennis - Boys - Head Coach	5,664	5,749	5,864
Tennis - Boys - JV Coach	3,570	3,624	3,696
	-	-	-
Tennis - Girls - Head Coach	5,664	5,749	5,864
Tennis - Girls - JV Coach	3,570	3,624	3,696
Tier 5			
Bowling - Head Coach	3,693	3,749	3,824
	-	-	-
Golf - Head Coach	3,693	3,749	3,824
	-	-	-
Weight Room Supervisor – Fall	3,693	3,749	3,824
Weight Room Supervisor – Winter	3,693	3,749	3,824
Weight Room Supervisor - Spring	3,693	3,749	3,824
Weight Room Supervisor – Summer	3,693	3,749	3,824

- * IF A COACH/ADVISOR IS CURRENTLY OFF GUIDE: THEY WILL GET A 1% yr 1, 1.5% yr 2, and then 2.0% yr 3.
- * IF A COACH/ADVISOR IS OFF GUIDE AND SALARY (ON GUIDE) IS GREATER IN YEARS 2 AND 3 THEN THAT PERSON WILL GO BACK ON GUIDE.

Coaching Longevity:

Coaches, after 15 years of service as a coach in the same sport, shall receive \$500 longevity per year.

SCHEDULE C - CO-CURRICULAR SALARY GUIDE
Lenape Valley Regional High School Board of Education
2023-2026 School Years

Co-Curricular Tier/Activity	2023-2024	2024-2025	2025-2026
Tier 1			
Marching Band - Director	6,771	6,873	7,010
Musical - Advisor (Spring)	6,771	6,873	7,010
Tier 2	-	-	-
Choral - Advisor	5,541	5,624	5,736
Drama - Advisor (Fall)	5,541	5,624	5,736
Cheerleading - Head Coach	5,541	5,624	5,736
Winter Cheerleading/Dance Team Advisor -Head Coach	5,541	5,624	5,736
Yearbook - Advisor	5,541	5,624	5,736
TV Club Advisor	5,541	5,624	5,737
Tier 3			
Cheerleading - Assistant	4,555	4,623	4,716
Literary Magazine - Advisor	4,555	4,623	4,716
Marching Band - Assistant	4,555	4,623	4,716
Student Council - Advisor	4,555	4,623	4,716
Yearbook - Business Manager	4,555	4,623	4,716
Tier4			
Academic Quiz Bowl - Advisor	3,693	3,749	3,824
DECA - Advisor	3,693	3,749	3,824
FBLA - Advisor	3,693	3,749	3,824
German Folk Club - Advisor	3,693	3,749	3,824
Interact Club - Advisor	3,693	3,749	3,824
Junior Class -Advisor	3,693	3,749	3,824
Marching Band - Color Guard Advisor	3,693	3,749	3,824
Marching Band - Percussion/Drum Line Instructor	3,693	3,749	3,824
Musical - Stage Band Advisor	3,693	3,749	3,824
Musical - Technical Director	3,693	3,749	3,824
National Honor Society - Advisor	3,693	3,749	3,824
Newspaper - Advisor	3,693	3,749	3,824

SCHEDULE C - CO-CURRICULAR SALARY GUIDE (CONTINUED)
Lenape Valley Regional High School Board of Education
2023-2026 School Years

Tier 4 continue			
Senior Class - Advisor	3,693	3,749	3,824
Jazz Band - Director	3,693	3,749	3,824
TSA	3,693	3,748	3,823
Tier 5			
Drama - Technical Director (Fall)	2,340	2,375	2,422
Freshmen Class - Advisor	2,340	2,375	2,422
Gifted/Talented - Advisor	2,340	2,375	2,422
Go Green Club - Advisor	2,340	2,375	2,422
- Polyglot - <u>Advisor</u>	2,340	2,375	2,422
Mock Trial - Advisor	2,340	2,375	2,422
Peer Leader - Advisor	2,340	2,375	2,422
Robotics Club - Advisor	2,340	2,375	2,422
Sophomores Class - Advisor	2,340	2,375	2,422
LVR Service Art Club - Advisor	2,340	2,375	2,423
GSA- Advisor	2,340	2,375	2,423
Tomorrow's Teachers- Advisor	2,340	2,375	2,423
Dungeons and Dragons- Advisor	2,340	2,375	2,423
Philosophy- Advisor	2,340	2,375	2,423

Webmaster:

*An off-guide Webmaster Position shall be created and the employee performing said position shall receive compensation in the amount of \$7500 annually.

- This shall be a 10-month position.
- The assigned employee shall not be required to work nights nor weekends and will not be required to appear in person to perform the tasks of said position.
- There will be no duties and responsibilities on and/or related to emergency closings / inclement weather days.
- The employee performing this position shall have one duty free period per day.
- The District's Website shall be built and maintained by a third party.
- IF A COACH/ADVISOR IS CURRENTLY OFF GUIDE: THEY WILL GET A 1% yr 1, 1.5% yr 2, and then 2.0% yr 3.
- IF A COACH/ADVISOR IS OFF GUIDE AND SALARY (ON GUIDE) IS GREATER IN YEARS 2 AND 3 THEN THAT PERSON WILL GO BACK ON GUIDE.

SCHEDULED - SECRETARY GUIDE
Lenape Valley Regional High School Board of Education 2023-2026 School Years

12 MONTH

STEP	2023-2024	2024-2025	2025-2026
1	43,978	45,075	46,222
2	44,753	45,650	46,797
3	45,536	46,225	47,372
4	46,299	46,800	47,947
5	46,978	47,375	48,522
6	47,229	47,950	49,097
7	47,478	48,525	49,672
8	47,978	49,025	50,247
9	48,978	50,025	51,402
10	49,978	51,025	52,557
11	51,448	52,495	53,712
12	52,478	53,525	54,742
13	53,508	54,555	56,407
14	55,978	57,025	58,072
15	56,978	58,025	59,072

Genesis Database Manager Pensionable Stipend

2023-2024 \$7,500
2024-2025 \$8,000
2025-2026 \$8,500

SCHEDULE E - CUSTODIAL SALARY GUIDE
Lenape Valley Regional High School Board of Education
2023-2026 School Years

<u>STEP</u>	<u>2023-2024</u>
<u>1-2</u>	<u>42,080</u>
<u>3</u>	<u>42,780</u>
<u>4</u>	<u>43,480</u>
<u>5</u>	<u>44,180</u>
<u>6</u>	<u>44,880</u>
<u>7</u>	<u>45,580</u>
<u>8</u>	<u>46,280</u>
<u>9</u>	<u>46,980</u>
<u>10</u>	<u>47,680</u>
<u>11</u>	<u>48,380</u>
<u>12</u>	<u>49,080</u>
<u>13</u>	<u>49,780</u>

STEP	2024-2025
1	43,340
2-3	44,040
4	44,740
5	45,440
6	46,140
7	46,840
8	47,540
9	48,240
10	48,940
11	49,640
12	50,340
13	51,040

STEP	2025-2026
1-2	45,515
3-4	46,215
5	46,915
6	47,615
7	48,315
8	49,015
9	49,715
10	50,415
11	51,115
12	51,815
13	52,515

PENSIONABLE STIPENDS			2023-2026
MAINTENANCE			4,500

SCHEDULE F - HEALTHCARE CONTRIBUTION CHART
Lenape Valley Regional High School Board of Education
2023-2026 School Years

SINGLE		P/C	
Salary Range	Year4	Salary Range	Year 4
> 20,000	4.50%	> 25,000	3.50%
20,000	5.50%	25,000	4.50%
25,000	7.50%	30,000	6.00%
30,000	10.00%	35,000	7.00%
35,000	11.00%	40,000	8.00%
40,000	12.00%	45,000	10.00%
45,000	14.00%	50,000	15.00%
50,000	20.00%	55,000	17.00%
55,000	23.00%	60,000	21.00%
60,000	27.00%	65,000	23.00%
62,500	28.00%	70,000 AND ABOVE	26.00%

H/W		FAMILY	
Salary Range	Year 4	Salary Range	Year 4
> 25,000	3.50%	> 25,000	3.00%
25,000	4.50%	25,000	4.00%
30,000	6.00%	30,000	5.00%
35,000	7.00%	35,000	6.00%
40,000	8.00%	40,000	7.00%
45,000	10.00%	45,000	9.00%
50,000	15.00%	50,000	12.00%
55,000	17.00%	55,000	14.00%
60,000	21.00%	60,000	17.00%
65,000	23.00%	65,000	19.00%
70,000 AND ABOVE	26.00%	70,000	22.00%
		75,000	23.00%
		80,000	24.00%
		85,000	26.00%
		90,000 AND ABOVE	28.00%

SCHEDULE G - TEACHER LONGEVITY
Lenape Valley Regional High School Board of Education
2023-2026 School Years

YEARS OF SERVICE COMPLETED	2023-2026 Longevity	
	20	\$650
	21	\$700
	22	\$750
	23	\$800
	24	\$850
	25	\$900
	26	\$950
	27	\$1,000
	28	\$1,050
	29	\$1,100
	30	\$1,150
	31	\$1,200
	32	\$1,250
	33	\$1,300
	34	\$1,350
	35	\$1,400
	36	\$1,450
	37	\$1,500
	38	\$1,550
	39	\$1,600
	40	\$1,650
	41	\$1,700
	42	\$1,750
	43	\$1,800
	44	\$1,850
	45	\$1,900

Longevity is determined by a teacher's years of service at LVR. Where a teacher is in the 20-21 school year is the longevity for the duration of the contract. If the teacher reaches longevity during the contract, that teacher will receive the 20 year amount (\$650) for the rest of the contract.