

AGREEMENT BETWEEN

THE LAVALLETTE EDUCATION
ASSOCIATION

AND

THE LAVALLETTE BOARD OF
EDUCATION

July 1, 2021
through June 30, 2024

ARTICLE 1

RECOGNITION

Pursuant to Chapter 123, Public Laws of New Jersey, 1974, the Board hereby recognizes the Lavallette Education Association as the majority representative for collective negotiations concerning terms and conditions of employment for all full and part time certified teachers under contract or on leave, excluding the Superintendent.

Article 15

Duration of Agreement

This agreement shall be effective as of July 1, 2018, and shall continue in effect until June 30, 2024. At expiration of this contract, if no new contract has been negotiated, teachers will not receive any automatic movement on the guide. Retroactive pay would be subject to negotiation if the next contract is not settled by June 30, 2024.

IN WITNESS WHEREOF, the Association has caused this agreement to be signed by its President and Secretary, and the Board of Education has caused this agreement to be signed by its President, attested to by its Secretary, and its corporate seal to be placed heron, on this ____ day of September 2021.

LAVALLETTE EDUCATION ASSOCIATION

BY _____

President, Lisa Zurichin

BOARD OF EDUCATION OF THE BOROUGH LAVALLETTE

BY _____

President, Elizabeth D'Aloisio

ATTEST:

Patricia A. Christopher, CPA
School Business Administrator/Board Secretary

ARTICLE 2

EXTRACURRICULAR & ACTIVITIES STIPEND GUIDE

	21/22	22/23	23/24
Basketball Coaches	\$3,477	\$3,592	\$3,711
Head Baseball/Softball Coaches	\$2,760	\$2,851	\$2,945
Soccer Coaches	\$2,760	\$2,851	\$2,945
Unit Leaders	\$1,447	\$1,495	\$1,545
Head Teacher **	\$2,500	\$2,583	\$2,668
Yearbook Advisor	\$1,614	\$1,667	\$1,722
Student Council Advisor	\$1,575	\$1,627	\$1,681
Grade 8 Advisor	\$1,346	\$1,390	\$1,436
Grade 7 Advisor	\$1,346	\$1,390	\$1,436
Right To Know Officer	\$179	\$185	\$191
Tech Coordinator	\$4,152	\$4,289	\$4,431
Supervisor of Instruction	\$1,493	\$1,543	\$1,593
Overnight Chaperones (per night)	\$198	\$204	\$211
Talent Show/play directors ****	\$4,000	\$4,132	\$4,268
Holiday show ****	\$528	\$545	\$563
Hourly rate extra curricular etc ****	\$50.00	\$50.00	\$50.00
Teaching through prep *	\$37.50	\$37.50	\$37.50
Summer recreation *	\$29.44	\$30.41	\$31.42

- * Limited to hours approved in advance
- ** See Article 14 Paragraph 6
- *** See Article 5 Paragraph 4
- **** Split between all teachers participating

GRIEVANCE PROCEDURES

The Board of Education believes that all teachers are entitled to have their complaints and grievances examined and settled in ways that are beneficial to both the teachers and the school system. The satisfactory settlement of complaints and grievances not only promotes wholesome attitudes and feelings about the performance of professional services but also increases the efficiency and effectiveness of the teacher in his relationship to the pupil and the community. The satisfactory solution of complaints and grievances may forestall the development of more serious problems and the loss of worker efficiency. In order to find satisfactory solutions, definite procedures must be followed in the school system. The superintendent shall develop the channels and procedures for the presentation and solution of complaints and grievances:

- By providing the opportunity for the teacher to have direct communication with the person who is responsible for the alleged grievance.
- By providing assurances that the channels for redressing grievances are open without fear of reprisal.
- By providing Lavallette Education Association the opportunity to participate in such considerations through official representation.

Definitions:

A complaint is regarded as any dissatisfaction that is expressed either orally or in writing by the teacher about, school policies or conditions of employment. A grievance is regarded as a more deep—seated dissatisfaction or disagreement that is expressed either orally or in writing by the teacher because of interpretation, application or alleged violation of policies, agreements, and administrative decisions affecting terms and conditions of employment.

1. Any teacher who has a grievance should discuss it first with the Superintendent in an attempt to resolve the matter informally at that level. The grievance procedure must be initiated by the teacher involved or his/her authorized representative within twenty (20) working days, of the time the teacher knew or should have known of its occurrence.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within seven (7) calendar days, he/she shall set forth his/her complaint in writing to the Superintendent. He/she shall be obliged to state that he/she is invoking the Grievance Procedure. At this time, or at any later step, the teacher may be represented by himself/herself or a representative of the Lavallette Education Association if he/she so desires. The Association shall also have the opportunity to have a representative present whether or not the teacher requests representation, if it so desires. The Superintendent shall communicate his decision

Salary Guide		23/24				
Experien	Step	BA	BA+15	BA+30	MA	MA+30
0	1A	58,210	59,210	59,610	60,910	61,710
1	1	58,910	59,910	60,310	61,610	62,410
2	2	59,610	60,610	61,010	62,310	63,110
3	3	60,310	61,310	61,710	63,010	63,810
4	4	61,310	62,310	62,710	64,010	64,810
5	5	62,510	63,510	63,910	65,210	66,010
6	6	64,110	65,110	65,510	66,810	67,610
7	7	65,710	66,710	67,110	68,410	69,210
8	8	67,410	68,410	68,810	70,110	70,910
9	9	69,210	70,210	70,610	71,910	72,710
10	10	71,010	72,010	72,410	73,710	74,510
11	11	72,910	73,910	74,310	75,610	76,410
12-13	12	75,010	76,010	76,410	77,710	78,510
14	13	77,260	78,260	78,660	79,960	80,760
15	14	79,660	80,660	81,060	82,360	83,160
16-18	15	82,360	83,360	83,760	85,060	85,860
19-25	16	85,260	86,260	86,660	87,960	88,760
26+	17	88,660	89,660	90,060	91,360	92,160

Note:

The guides herein reflect educational differential for the duration of this contract as follows:

Bachelors plus 15 credits	\$1,000
Bachelor plus 30 credits	\$1,400
Masters	\$2,700
Masters plus 30	\$3,500

Salary Guide		21/22				
Experience	Step	BA	BA+15	BA+30	MA	MA+30
0	1A	57,150	58,150	58,550	59,850	60,650
1	1	57,850	58,850	59,250	60,550	61,350
2	2	58,550	59,550	59,950	61,250	62,050
3	3	59,250	60,250	60,650	61,950	62,750
4	4	60,450	61,450	61,850	63,150	63,950
5	5	61,950	62,950	63,350	64,650	65,450
6	6	63,550	64,550	64,950	66,250	67,050
7	7	65,150	66,150	66,550	67,850	68,650
8	8	66,850	67,850	68,250	69,550	70,350
9	9	68,650	69,650	70,050	71,350	72,150
10-11	10	70,450	71,450	71,850	73,150	73,950
12	11	72,375	73,375	73,775	75,075	75,875
13	12	74,375	75,375	75,775	77,075	77,875
14-16	13	76,570	77,570	77,970	79,270	80,070
17-21	14	78,970	79,970	80,370	81,670	82,470
22-25	15	81,570	82,570	82,970	84,270	85,070
26-27	16	84,370	85,370	85,770	87,070	87,870
28+	17	87,270	88,270	88,670	89,970	90,770

Salary Guide		22/23				
Exper	Step	BA	BA+15	BA+30	MA	MA+30
0	1A	57,650	58,650	59,050	60,350	61,150
1	1	58,350	59,350	59,750	61,050	61,850
2	2	59,050	60,050	60,450	61,750	62,550
3	3	59,750	60,750	61,150	62,450	63,250
4	4	60,750	61,750	62,150	63,450	64,250
5	5	62,250	63,250	63,650	64,950	65,750
6	6	63,850	64,850	65,250	66,550	67,350
7	7	65,450	66,450	66,850	68,150	68,950
8	8	67,150	68,150	68,550	69,850	70,650
9	9	68,950	69,950	70,350	71,650	72,450
10	10	70,745	71,745	72,145	73,445	74,245
11-12	11	72,670	73,670	74,070	75,370	76,170
13	12	74,770	75,770	76,170	77,470	78,270
14	13	76,970	77,970	78,370	79,670	80,470
15-17	14	79,370	80,370	80,770	82,070	82,870
18-22	15	81,970	82,970	83,370	84,670	85,470
23-26	16	84,770	85,770	86,170	87,470	88,270
27 +	17	87,970	88,970	89,370	90,670	91,470

to the teacher in writing within five (5) school days of receipt of the written complaints.

- If the grievance is not resolved to the teacher's satisfaction, he/she may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent who shall attach all papers related thereto and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance, hold a hearing with the teacher if requested, and render a decision in writing within fourteen (14) calendar days. In the event the decision of the Board of Education is unacceptable to the teacher, the teacher shall have the right to pursue all remedies provided by law.

ARTICLE 3

TEACHER RIGHTS

1. No tenured teacher shall be discharged, disciplined, reprimanded, or reduced in rank or compensation without just cause.
2. Any action taken by the Board of any agent or representative thereof which is subject to the grievance procedure as set forth in Article 2 may be grieved.
3. Unless otherwise provided, the benefits granted by this agreement shall remain in effect for the duration of the agreement.
4. Non—tenured teachers will receive a notification of non-employment on or before May 15th of each year or as prescribed by law.

certified transcript showing satisfactory completion of all courses of study prior to September 1st.

4. Part time teachers are to be placed on the salary guide with salary pro—rated on the number of days worked. (E.G., a teacher who works two days per week will receive .4 of the proper step on the guide.)
5. Teachers who acquire administrative certificates issued by the State Board of Examiners shall receive a stipend of \$300 per year for a supervisor's endorsement or for a principal's endorsement. A teacher who obtains both endorsements shall receive only one \$300 stipend payable each year.
6. Teachers holding an administrative certificate with a principal's endorsement shall be eligible to apply for the position of Head Teacher. Teachers holding an administrative certificate with a supervisor's endorsement shall be eligible to apply for the position of Supervisor of Instruction.

ARTICLE 14

SALARY

All teachers covered by this contract shall receive the salary and, where applicable, the longevity payments set forth on the schedule attached hereto.

1. A three hundred dollar (\$300) longevity increment will be granted at the beginning of the sixth (6th) year of in-district service as per guide. An additional three hundred dollar (\$300) increment will be granted at the beginning of the tenth (10th) year of in-district service as per guide. An additional five hundred seventy five dollar (\$575) increment will be granted at the beginning of the fifteenth (15th) year of in-district service as per guide. In each case, the increments are in addition to any negotiated increase in the salary guide.
2. Teachers will advance to the next step on the guide upon receiving a satisfactory yearly evaluation and achieving the required experience level per salary guide.
3. A. Adjustment in teachers' salaries to reflect the annual salary increment and changes from one salary level to the next higher salary level by reasons of additional training shall be made only at the beginning of the school year in September.

B. It shall be the responsibility of the teacher to see that the Superintendent receives a

MANAGEMENT RIGHTS

1. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only, to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations.
 - a) to direct employees of the school district;
 - b) to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, denote, discharge, or take other disciplinary action against employees for just cause according to Title 18A:11—I.
 - c) to relieve employees from duty because of lack of work or for other legitimate reasons;
 - d) to maintain efficiency of the school district operations entrusted to them;
 - e) to determine the method, means and personnel by which such operations are to be conducted;
 - f) to establish reasonable work rules;
 - g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 4

WORK YEAR

The in—school work year for teachers shall be one hundred eighty-five (185) days, including one workshop day at the beginning of the school year and one workshop day at the end of the school year. In the event that emergency school closing for reasons such of inclement weather are needed, the first three (3) such days shall be charged against instruction days in the school calendar; provided, however, that the number of instructional days for students shall not be reduced below one hundred eighty (180). The Association shall have the right to make recommendations to the Superintendent on the school calendar prior to its submission to the Board for adoption.

additional endorsement on the teacher's certificate:

- a. The plan of the teacher to take a particular praxis test is approved by the Superintendent before the teacher sits for the particular test.
- b. The teacher successfully completes the preapproved praxis test.

F. Teachers working less than five days per week will receive a prorated reimbursement based on the percentage of their employment as compared to a full time teacher. (i.e., a teacher who works two days a week shall receive 40% of the contractual reimbursement).

2. Under the terms of Paragraph 1 above, teachers shall be reimbursed in a school year up to a maximum per credit cost of the then current cost of credits for GSE courses at Rutgers University for New Jersey Residents or actual costs, whichever is less. The reimbursement is limited to a maximum of six (6) credits per school year. In the event a teacher wishes to enroll in an accelerated program, they would not be eligible for tuition reimbursement for the following two years **and** if they leave the district within 3 years of receiving reimbursement, they would be expected to reimburse the district pro-rata for the tuition costs. The maximum for any one teacher in a three year period would be 18 credits
3. In order to receive such payment, teachers shall be required to present tuition, books & fee receipts and provide an official transcript showing successful completion of said courses.
4. Upon fulfillment of the following conditions teaching staff members shall be reimbursed for charges assessed for the taking of a praxis test required for acquisition of an

ARTICLE 5

WORK DAY

The normal work day shall be seven (7) hours and five (5) minutes, including a duty free lunch. Each teacher shall report for duty 10 minutes before the teacher's assigned schedule and shall remain 10 minutes at the end of his/her assigned schedule. In addition, administration may assign teachers on a rotating basis for an additional fifteen (15) minutes of duty prior to the start of the workday set forth above. The time required to remain after the assigned schedule shall be extended for meetings with parents, conferences with other professionals, and for assistance to students as required. On the day before a holiday, a teacher's workday shall end with the completion of his/her assigned responsibilities.

The following provisions shall apply to all teaching staff members:

1. A duty-free lunch period of between forty-two to forty- seven minutes.
2. Each teaching staff member shall be given at least one (1) preparation period of between forty-two to forty- seven minutes in each full school day.
3. Teachers shall not be required to be present when students are being instructed in art, music, physical education, world languages, math lab, technology and media. This time is to be considered preparation time and/or conference time by the teacher so relieved.

4. In the event that a teacher is absent, and a substitute is not available, the Superintendent may direct a teacher to instruct a class during his/her preparation period. If that teacher has only one scheduled preparation period for that day, payment shall be made as per the stipend schedules on page 31.
5. Some school functions apart from the normal school day require the presence and help of the teaching staff. No teacher shall be required to attend more than three (3) non-compensated evening functions in a given year. In the event a teacher is required to attend evening functions beyond the three (3) stipulated above, he/she shall be compensated at the negotiated hourly rate.
6. On shortened days, the schedule does not include a full lunch and prep.

ARTICLE 13

TUITION REIMBURSEMENT

1. The Board of Education will refund to full time employees the cost of graduate course tuition taken in an accredited college or university, textbooks and fees to the limits set forth in Paragraph 2 below and subject to the following conditions:
 - A. The course(s) must be approved by the Superintendent and request for tuition reimbursement must be filed by February 1 of the school year preceding the school year for which the payment is requested.
 - B. Reimbursement will not cover courses required for certification purposes unless a change in the field of certification is approved by the Superintendent.
 - C. In order to be eligible for reimbursement, an employee must achieve a grade "B" or better in a course. A pass grade will be accepted for reimbursement only if the employee has not been offered the choice of a letter grade rather than a "Pass—Fail".
 - D. Tuition reimbursement does not apply to those teachers on leave of absence or sabbatical leave.
 - E. Tuition reimbursement for courses taken during any school year, from July 1st to June 30th, will be made by the Board of Education on or before September 30th of the following year.

those covered under Chapter 44), the employee would pay 18.5% of the premium costs of the selected plan.

5. An employee who has health insurance coverage available from another source may choose to waive coverage provided by the Board; employees who choose to waive coverage in accordance with this provision shall be compensated at the rate of \$5,000 annually with payments to be made in two (2) equal lump sum installments in January and June of each school year. If coverage is waived after July 1st of any year, the \$5,000 will be prorated based on number of months premium paid on behalf of the individual. Evidence of coverage by another plan is required. Teachers waiving health insurance may still participate in district provided dental and/or vision insurance for which they would otherwise be eligible. Those electing dental and/or vision will contribute 10% of those premiums costs.

ARTICLE 6

TEACHER EVALUATIONS

All teachers shall be evaluated by the Superintendent pursuant to Administrative Code in effect at the time of evaluation.

- a. Each observation cycle shall be completed before another cycle begins.
- b. Any observation, whether formal or informal, shall be conducted openly and with the knowledge of the employee being observed.
- c. Each employee will be made aware of all observers/evaluations who have been certified by the chief school administrator to assess competence. Whenever possible such observers and evaluations will be in-district employees.

ARTICLE 7

TEACHER FACILITIES

The Board agrees to provide an appropriately furnished and ventilated room to be reserved as a staff lounge. Appropriate furnishings will include, but not be limited to a telephone for staff professional and personal use. Personal phone calls shall be the responsibility of the Lavallette Education Association.

The Association shall have the right to install, where practical, appropriate vending machines for their personal use. Operation of said machines shall be the responsibility of the Association.

Staff shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge. Regular cleaning and maintenance shall be the responsibility of the schools custodial staff.

ARTICLE 12

INSURANCE PROTECTION

1. The Board agrees to provide insurance coverage, including family coverage at the NJ Direct 10 level, for each teacher under contract who is employed on a full time basis of not less than thirty (30) hours per week, for hospital and surgical coverage, including major medical, optical and dental. The obligation of the Board to provide this coverage shall continue during the term of this contract so long as the State insurance plan remains guaranteed.
2. The Board agrees to pay the premium net of any amounts collected from employees as required by law. Teachers shall contribute 18.5% of the premium of their selected plan costs for Medical and Prescription coverage for plans not covered by Chapter 44. For teachers whose coverage is the State's EHP or GSP plans, the employees' contributions to premiums are determined by Chapter 44 based upon salary.. Teachers shall contribute 10% of the cost of dental and vision insurance coverage selected.
3. The Board shall provide each teacher with any information relative to the policy that is provided by the carrier.
4. If an employee wishes to obtain a plan costing more than the NJ Direct 10 coverage cost, they may purchase those benefits by agreeing to payroll deductions for the premium above the cost of NJ Direct 10 coverage. If an employee selects a plan coverage which costs less than the NJ Direct 10 plan premium (other than

its discretion. The decision to grant or deny such extensions shall not be subject to the grievance procedure.

ARTICLE 8

SICK LEAVE

1. Sick leave is herein defined to mean the absence of a teacher from duty in accordance with the provisions of N.J.S.A. 18A:30—l et seq
2. All regularly employed teachers shall be entitled to ten (10) days each school year. Unused sick days may be carried over to the subsequent year. Days will be posted at the end of each school year and may be withdrawn at any time if needed to cover an extended illness.
3. Teachers shall be given a written accounting of accumulated sick days no later than September 15th of each year.
4. Teachers who are absent because of illness more than the total number of cumulative days shall be paid, at the discretion of the Board, the difference between their salary and the amount paid to the substitute.
5. When a teacher's absence on sick leave exceeds three (3) consecutive school days, a physician's certificate covering the period of absence may be required by the school administrator.
6. Teachers normally employed less than five days per week shall be entitled to a pro-rated sick leave based on the percentage of their employment as compared to full time teachers. For example, a teacher who

worked two days per week would receive 40% of the contractual sick leave entitlement days.

7. Sick time buy-out:

- a. The employee must apply and qualify for a TPAF pension.
- b. Only days earned in Lavallette shall be paid for at the time of retirement.
- c. Reimbursement rate:
For accumulated days 1 through 100 —\$45 per day;
For accumulated days 101 through 200—\$35 per day.
- d. Two hundred (200) days maximum limit (\$8,000 limit, effective 7/1/96).

In order to qualify for reimbursement under this provision, the teacher must give notice by February 1 of his or her intention to retire after the conclusion of the school year. If notice is given after February 1, payment pursuant to this Section may be deferred at the Board of Education's discretion until the beginning of the school year after the school year in which the retirement takes effect.

Any or all of the amount of the reimbursement for sick time may be deposited into a 403(b) account selected by the employee with one of the approved vendors used by the district. It will be the employee's responsibility to set up an account appropriate for this purpose if one is not already established.

9. Full time members employed after the beginning of any school year shall be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in

anticipated date of custody, if possible, and if not, as soon as practicable.

4. No teacher on child-rearing leave shall, on the basis of the leave, be denied the opportunity to substitute in the Lavallette School District in his or her area of certification or competence.
5. Leave under the NJ Family Leave Law and/or the Federal Family Medical Leave Act shall run consecutively with the contractual child-rearing leave of up to the statutory limit of eighteen (18) weeks. This leave will not be allowed on an intermittent basis.

Jury Duty

An employee summoned for jury duty shall give notice thereof to the superintendent as soon as possible after receiving the summons. During the term of duty, he/she shall be paid his/her regular pay, and shall turn over all pay received for jury duty to the Board.

Good Cause

The Board, in its discretion, may grant other leaves of absence without pay upon a showing by the employee of good cause and upon the recommendation of the Superintendent. Requests for leaves shall be made in writing and shall not be subject to the grievance procedure. All provisions of this Article regarding extended unpaid leave of absences shall apply.

Extensions

Extensions or renewals of leaves of absence may be granted by the Board consistent with the law or

engaged in militia duty ordered by the Governor of the State of New Jersey.

Child Rearing Leave/Natural Childbirth/Adoption

1. An employee with fewer than three (3) years working experience in the Lavallette School District shall be granted a child-rearing leave, without pay, for the remainder of the current school year in which the child is born or adopted. Subject to any statutory rights to leave of absences, the Board reserves the right to deny the request for such leave in situations where a non-tenured teacher gives birth or adopts a child during the summer vacation period.
2. An employee with more than three (3) years of consecutive experience in the Lavallette School District shall be granted a child-rearing leave, without pay, for the remainder of the current school year in which the child is born or adopted, and may request up to one (1) additional school year immediately thereafter. The employee must indicate the length of leave with the initial request is made. To the extent required by law, including but not limited to the New Jersey Family Leave Act and/or the federal Family Medical Leave Act, a mutually acceptable return to work date will be set prior to the start of the leave.
3. In order to receive such a leave under the sections 1 or 2 above, the employee must apply in writing at least ninety (90) days before its commencement. In the case of adoption, since the date of custody cannot be predicted in all cases, notice shall be given in writing at least ninety (90) days prior to the

that school year. Any portion of a month shall be considered a full month. Part time members shall be covered by Paragraph 6 of this article.

ARTICLE 9

PERSONAL LEAVE OF ABSENCE

Teachers shall be entitled to the following personal leaves of absence with full pay each school year.

Three (3) days leave of absence for personal, legal, business, household, for family matters which require absence during school hours. Request for leave under this Article shall be submitted in writing to the Administrator who is empowered to grant it with due regard to the requirements of his school. Application shall be made as far in advance as possible and prior approval is required. Except for emergencies and extenuating circumstances, no leave days shall be granted consecutively or permitted the day prior to or the day following a school holiday or holiday weekend.

Requests for exceptions shall be accompanied by a written explanation of the extenuating circumstances or emergency when possible. Except as provided above, the applicant shall not be required to state the reason for taking leave under this section. Approvals for request for exceptions shall be at the discretion of the Superintendent and shall be based on the specific facts of each individual case. Such approvals shall not constitute a precedent binding on the Board.

It is further agreed that one (1) unused personal day may be accumulated each year up to a maximum of two (2) and when added to the three days allotted, for the current year, yields a maximum of five (5) such days for any school year.

5. Unused accumulated sick leave and personal days earned prior to the unpaid leave shall be restored to the employee upon return from the unpaid leave of absence. Sick/personal days, continuous service credit for tenure, and other purposes shall not accrue during the unpaid leave of absence.
6. The Board shall not be required to continue the leave of absence of a non-tenured employee beyond the school year for which he/she was hired, or to offer tenure, or a new contract to a non-tenured employee.
7. An unpaid leave of absence for a reason recognized under the New Jersey Family Leave Act and/or the federal Family Medical Leave Act may run consecutively with unpaid leaves permitted under this Article.

Military Leave

1. To the extent required by law, military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the U.S.A. for the period of said induction or initial enlistment. All rights and benefits accrued will be protected under NJ Statutes 18A:6-33 and 18A:29-11. These laws are titled "Tenure, Pension and Other Employment Rights in Military and Naval Services".
2. To the extent required by law, any employee who is a member of the organized State Militia shall be entitled to a leave of absence not to exceed ninety (90) days per year. An employee shall not suffer loss of pay or seniority during the time in which he/she is

5. Disability leave shall commence and terminate on the dates as approved by the Board.
6. Approved disability leave may run consecutively with eligible leave under the federal Family Medical Leave Act.

Extended Unpaid Leaves of Absence

1. The employee shall make written application for leave, stating the date on which requested leave is to begin and the estimated date on which leave is to terminate.
2. The date of return to work shall normally be September 1 but may be adjusted by the Board by request of the employee.
3. When a leave has been granted, the Board cannot guarantee upon return to work that the employee will be assigned to the same class, room or grade the employee was assigned before the leave.
4. If an employee who is granted an extended unpaid leave of absence works at least ninety one (91) school days in the school year, the employee shall advance on the salary guide and will receive the full increment on the salary scale the following year. If the employee works ninety (90) or fewer school days in the school year, the employee will not advance on the salary guide. For purposes of this paragraph, "days worked" include days teaching or professional days. "Days worked" does not include any paid or unpaid leave days.

Members newly employed between September 1st and December 31st shall be entitled to three (3) personal days as outlined above.

Members newly employed between January 1st and March 31st shall be entitled to two (2) personal days.

Members newly employed between April 1st and June 30th shall be entitled to one (1) personal day.

Teachers employed on a less than full-time basis shall receive personal leave benefits pursuant to this Article on a prorated basis on a ratio of the individual's work schedule to full-time work schedule. For example, a part-time teacher who works two (2) days per week will receive 40% of the contractual personal day allotment.

ARTICLE 10
BEREAVEMENT LEAVE

1. A teacher may be allowed a maximum of five (5) consecutive working days of absence without loss of pay because of death within the immediate family or someone who lives in the teacher's home. These days shall not be deducted from any accumulated sick leave or personal days. An additional two (2) days absence may be taken and charged against available sick leave. In the event all sick leave has been taken or utilized, the additional two days may be taken without pay.
2. Immediate family shall be understood to mean husband, wife, father, mother, child, brother, sister, grandparents, grandchildren and all corresponding in-laws of the aforementioned relationships.
3. In the case of a death of a relative of the second degree absence of one (1) full day may be allowed without deduction of pay. This absence shall not be charged against accumulated sick leave or personal days.
4. A relative of the second degree shall be defined as aunt, uncle, nephew, niece or cousin.
5. Extenuating circumstances regarding bereavement leave may be considered by the Superintendent on a case-by-case basis. The Superintendent's decision in each individual case shall be final and not subject to the grievance procedure contained herein. The Superintendent's decision in any individual case shall not constitute a precedent for future cases.

ARTICLE 11
LEAVES OF ABSENCE

Disability/Maternity Leave

1. An employee who becomes disabled due to injury or illness, including but not limited to pregnancy, shall notify the Superintendent as soon as possible after the condition becomes known of the reason for the request for disability leave, the period of time it is estimated that the employee will be unable to perform his or her duties because of the disability, and the date of return to active status. Whenever possible, the Superintendent shall be notified at least six (6) weeks prior to the commencement of the leave.
2. During the time of the approved disability leave the employee may request to be paid some or all of his/her accumulated sick leave allowance pursuant to Article 8, "Sick Leave and Emergency Family Illness Days."
3. The Board may request that an employee who is on an approved disability leave provide the Board with medical certification from the employee's treating physician. Also, if the Board elects, it may ask the employee to be examined by a physician of its choosing.
4. Disability leave for maternity is a period of time for the purpose of giving birth to a child when the employee is physically unable to perform her duties as certified by her physician. Concurrence of the school physician may be required by the Board.