

AGREEMENT BETWEEN
THE BLACK HORSE PIKE
REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION
AND
THE BLACK HORSE PIKE
EDUCATION ASSOCIATION
JULY 1, 2009 TO JUNE 30, 2012

PREAMBLE

The parties to this Agreement are the Board of Education of the Black Horse Pike Regional School District, hereinafter called the "Board" and the Black Horse Pike Education Association, hereinafter called the "Association".

WHEREAS, the Board and Association have an obligation pursuant to N.J.S.A. 34; 13A-1, et seq., as amended and revised, to enter into collective bargaining with respect to terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement,

IN CONSIDERATION of mutual covenants, the parties hereby agree as follows:

ARTICLE I: RECOGNITION

The Board recognizes the Association is supported by a majority of teachers and athletic trainers in the bargaining unit consisting of all certificated personnel but excluding the superintendent, assistant superintendent, directors, board secretary/business administrator, principals, vice principals, assistants to the principal, data manager, technology coordinator and all supervisory personnel.

A. DEFINITION OF A TEACHER

Whenever the term teacher is used in this Agreement, it shall mean a member of the defined bargaining unit, unless otherwise defined in a given article or section.

ARTICLE II: NEGOTIATIONS

A. BARGAINING PLEDGE

In an effort to secure mutually acceptable agreements, the Board and the Association pledge to bargain in good faith on terms and conditions of employment.

B. EXCHANGING PROPOSALS

Proposals for a successor agreement will be exchanged between the Board and the Association on or before December 1. Negotiations will commence on or before December 11. The parties may make counter-proposals during the course of negotiations. The proposal exchange dates and the negotiations starting date may be changed upon mutual agreement of the parties. Clarification and explanation of proposals will occur at bargaining sessions.

C. ASSOCIATION DATA COLLECTION

Upon reasonable request by the Association, the Board agrees to make known to the Association where and when the Association may inspect and photocopy such documents as the Board is required by law to make available to the public. It is understood by the parties that the budget annually adopted by the Board of Education, the Board Minutes, and any document required to be filed in report form with the Department of Education or any agency of the State of New Jersey, shall fall within the definition of public records for the purpose of this Agreement.

D. AUTHORITY OF THE TEAMS

The parties in the course of negotiations shall select their own representatives. The parties mutually pledge that their representatives shall be clothed with the appropriate power and authority to make proposals, consider proposals, reach tentative agreement, and do all that is necessary and proper for bonafide negotiations provided, however; that it is understood that no action binding the Board can be taken other than at a public meeting pursuant to a formal vote and that no action binding the Association can be taken other than by ratification by the membership.

E. NOTIFICATION OF EXISTING WORK RULES

In accordance with the requirements of N.J.S.A. 34:13A-1. et seq., as amended and revised, any changes or modifications in existing rules governing working conditions shall be negotiated with the Association before they are established.

F. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of

employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. AGREEMENT MODIFICATION

The Agreement shall not be modified in whole or in part by the parties except by written instrument duly executed by both parties.

H. RIGHTS OF THE PARTIES

It is understood by both parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board and the Association are forbidden to waive any rights or powers granted to them by law.

ARTICLE III: LIAISON COMMITTEES

A. BUILDING LEVEL ADVISORY COMMITTEE

1. During the school year, there shall be a Building Level Advisory Committee in each school building. The committee may meet periodically with the principal upon 15 calendar days' notice, or earlier by mutual agreement, in order to discuss matters relative to current practices and problems of that school and, if sufficiently important, to refer a matter to the Superintendent's Liaison Committee or Board/Association Liaison Committee for further consideration.
2. Each Building Level Advisory Committee shall consist of eight members: four to be selected by the Association, the principal, and three resource persons to be selected by the principal. Each group shall be permitted to bring in additional District personnel as needed to address specific items which appear on the agenda.

B. SUPERINTENDENT'S LIAISON COMMITTEE

The Association shall select a committee of four members which shall meet periodically by mutual agreement during the school year with the superintendent and others designated by the superintendent to discuss and review matters of interest and concern to the Association and the superintendent.

C. BOARD/ASSOCIATION LIAISON COMMITTEE

1. The Association shall select a committee of six members which may meet periodically during the school year with a committee of the Board and the superintendent to discuss

matters of interest and concern to the parties. At their discretion, each party may bring additional persons to liaison meetings; however, no more than ten persons shall be present for either party at any one time.

2. Meetings may be requested by the Association or the Board. The meeting dates, times, and sites shall be by mutual agreement.
3. An agenda shall be established prior to the meeting and communicated to participants at least 24 hours in advance. The agenda shall be decided by consultation between the superintendent and Association designee. Other items may be discussed by mutual agreement of those in attendance at a particular meeting.
4. Matters which could be discussed and treated at the Building or Superintendent level may not come to the Board/Association Liaison until the respective Building or Superintendent Level Committees have discussed them.

ARTICLE IV: ASSOCIATION RIGHTS AND PRIVILEGES

A. ASSOCIATION BUSINESS

During a teacher's lunch period, that teacher may engage in Association business or meetings. A teacher shall not engage in Association business during teaching hours as defined under Article XVII, nor shall Association meetings be conducted on school premises without authorization by the appropriate administrator. Association business shall not be defined as "incidental social contact."

B. SCHOOL BULLETIN BOARDS

Posters or announcements pertinent to Association affairs may be posted on school bulletin boards with prior approval of the building administrator.

C. ASSOCIATION BULLETIN BOARDS

In each school building, the Association shall have the use of a bulletin board in the faculty workroom and the faculty dining room. Such boards shall not be used by individuals. An individual must secure Association approval for all posting.

D. COMMUNICATIONS WITH MEMBERSHIP

The Association may use teacher mailboxes and interschool mail to communicate with its membership except that State statutes and Board policies prohibiting distribution of campaign materials related to National, State, Municipal, County and School Board elections must be strictly followed.

E. REIMBURSEMENT FOR SUPPLIES

The Association agrees to reimburse the Board for the actual cost of school district supplies used for Association business.

F. LEAVE FOR THE ASSOCIATION PRESIDENT

Upon prior written request, following the timelines and procedures outlined in Article IX of this Agreement, the Board shall grant temporary leave with pay to the Association president and/or teachers called as witnesses or subpoenaed to testify at adjudicative proceedings involving the Board and the Association.

The president of the Association shall be released from his duty assignment; such release shall be the eighth period of the school day. In addition, the president of the Association shall not teach more than 25 periods per week.

G. RELEASE TIME FOR ASSOCIATION VICE PRESIDENTS

The Vice President of the Association (one per each high school in the District) shall be released from his/her duty assignment. The Board will endeavor to provide that release period for the eighth period. When construction of a master schedule does not permit such an assignment, the parties shall meet to discuss alternates to the eighth period duty assignment.

H. EXCLUSIVE REPRESENTATIVE

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers as defined in the unit, and to no other organization.

I. AGENCY SHOP PROVISIONS

1. Representation Fee

If a teacher does not become a member of the Association, during any membership year, that teacher will be required to pay a representation fee to the Association for that membership year.

2. Indemnification of the Board

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability including, but not limited to, counsel fees, legal costs and expenses, damages awarded, and judgments rendered that may arise out of, or by reason of, action taken by the Board in conformance with this provision.

J. ASSOCIATION OFFICE SPACE

The Board will provide space (mutually agreed to by the association and administration) to conduct its business. The Association may locate a telephone and computer in that space at its own expense. The space may not be used for Association business when the classroom through which access is gained to that space, is in use.

K. LEAVE FOR ASSOCIATION BUSINESS

Five (5) days shall be available to the Association, at the discretion of the President of the Association, to be utilized for Association business. These days must have prior administrative approval, which said approval shall not be unreasonably denied.

ARTICLE V: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance shall mean a complaint by the Association that there has occurred to any teacher, or group or class of teachers in the unit, a violation of the Agreement; or that such teacher, group or class of teachers has been treated unfairly or inequitably by reason of any act or condition which is contrary to written Board Policy, or written administrative decision which may be amended from time to time, except that the term grievance shall not apply to any matter in which: (a) a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education and State Board of Education having the force and effect of law; (b) the Board is without authority to act; (c) a complaint of a nontenured teacher which arises by reason of not being re-employed; or (d) a complaint by any certificated personnel occasioned by lack of appointment to, or lack of retention in, any position for which tenure is either not possible or not required.
2. A grievance that affects a group or class of teachers in all high school buildings shall be filed simultaneously at Level II with the building principals.
3. Nothing herein contained shall be construed to limit the right of any teacher to discuss a matter informally with an immediate supervisor and have the grievance adjusted without intervention of the Association, provided that adjustment is not inconsistent with the terms of this Agreement and that the Association, at the request of the aggrieved party, is given the opportunity to be present at the discussions and to state the Association's views.

B. PROCEDURE

1. To be considered under this procedure, a grievance must be initiated by the Association within 20 school days of its alleged occurrence or from the time when the teacher or teachers involved could reasonably have known of its occurrence. Grievances shall be processed with all due speed.

B. PROCEDURE (Continued)

2. In the event a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by June 30th of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved, the time limits set forth herein may, by mutual agreement between the Board and Association, be reduced so that the grievance procedure may be exhausted prior to the end of the school year as defined above or as soon thereafter as is practicable.

C. LEVEL ONE: INITIAL GRIEVANCE

Except as provided in Section A-2 above, a teacher with a grievance shall first discuss it with an immediate superior in an attempt to resolve the matter informally at that level. If this informal discussion does not resolve the matter within two school days, the Association may present a complaint in writing, within five school days to the immediate superior, and this complaint shall make known full details of the grievance. The complaint shall specify:

1. the nature and date of the alleged occurrence in reasonable detail;
2. the nature and extent of any injury, loss or inconvenience;
3. the results of the previous informal discussions;
4. the dissatisfaction with decisions previously rendered;
5. expected relief or corrective action or alternatives; and
6. a citation of the specific sections and provisions of this Agreement, Board Policy, or administrative decision alleged to have been violated, misapplied, or misinterpreted wherever possible and applicable. After initial filing, additional discovery may be presented by the Board and/or Association at any level.

The immediate superior shall communicate a decision to the Association in writing within five school days of receipt of the written grievance.

D. LEVEL TWO: APPEAL TO THE PRINCIPAL

In the event the grievance is not satisfactorily resolved in the preceding step, the Association may appeal the decision to the building principal within five school days. The grievance appeal shall state the reason(s) the supervisor's response is not satisfactory. Informal discussion may be convened at the principal's level at the discretion of the principal. The building principal shall render a written decision within five school days after receiving the complaint.

E. LEVEL THREE: APPEAL TO THE SUPERINTENDENT

If the Association is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five school days after presentation of the grievance at Level Two, the Association may file the grievance with the superintendent of schools, in writing, within seven school days of the date of the receipt of the principal's decision or within twelve school days of presentation of the grievance at Level Two. The grievance appeal shall state the reason(s) for dissatisfaction with the principal's response.

The superintendent shall meet with the Association and the teacher or teachers involved within eight school days of such a request. The superintendent and the Association may involve those parties in any meeting deemed needed for the settlement of the grievance. The superintendent shall submit a written decision to the Association within six school days of the meeting or fourteen school days of the request.

F. LEVEL FOUR: APPEAL TO THE BOARD

If the Association is not satisfied with the decision of the superintendent, a written appeal may be submitted directly to the Board of Education within seven school days after receiving the superintendent's written response. The Association shall submit to the Board Secretary, a request in writing, that the Board hear the matter. The request shall state the reasons the superintendent's response was not satisfactory. The Board President shall determine the site of the meeting and whether to schedule the appeal for an executive session at the next regular Meeting or at an executive session of a special meeting, either of such meetings to be no later than three weeks after the date of the receipt of the written request. Prior notice of such meeting shall be given to the Association so that it may participate. The Board shall render a written decision within one month from the date of the receipt of the written request.

G. APPEAL BEYOND THE BOARD OF EDUCATION

1. It is understood by the parties to this Agreement that some matters have been declared nonarbitrable by the New Jersey Supreme Court and that such matters may be grieved under this grievance procedure only to the level of the Board of Education. If the Association wishes third party resolution in such matters, they may seek redress in the Courts or before the Commissioner of Education. Grievances concerning matters related to terms and conditions of employment which are embodied in New Jersey Statutes and are mandatory now and may become mandatory and or permissive in the future shall be submitted to binding arbitration.
2. If the Association is dissatisfied with the decision of the Board of Education, it may request the appointment of an arbitrator, such request to be made known to the superintendent no later than two weeks after the written decision of the Board of Education is delivered to the Association. Such a request can be honored only if the Association waives the right, if any, in writing, to submit the grievance to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's decision.

G. APPEAL BEYOND THE BOARD OF EDUCATION (Continued)

3. The matter thereafter shall be processed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
4. The arbitrator shall be limited to consideration of the issues submitted and shall consider nothing else. The arbitrator cannot add anything to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decisions of the arbitrator shall be binding upon both parties. If the arbitrator finds for the Association, the Board will meet within ten days to act upon the arbitrator's findings.
5. Costs
 - a. Each party shall bear the total cost which it incurs.
 - b. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs shall be shared equally.
 - c. If time is lost by any teacher due to arbitration proceedings necessitating the retention of a substitute, the Board will pay the cost of the substitute for not more than one teacher per day. Such a teacher shall suffer no loss in salary.

H. GENERAL PROVISIONS

1. All time limits must be adhered to unless a change is mutually agreeable to all parties. If such time limits are not adhered to by the Board or administration, the Association may initiate action to the next step in the procedure. If the Association fails to adhere to such time limits, the grievance shall be considered withdrawn.
2. Grievances must be in writing and must identify the teacher(s) involved.
3. Unless physically impossible, the teacher(s) involved must be present at all stages of the grievance procedure which requires attendance. It is understood that all meetings shall be mutually agreed upon unless such meetings are held during the normal work day.
4. In matters where discrimination due to race, color, creed, sex, national origin, sexual orientation, ancestry, age, or physical handicap is involved, they shall be treated by this grievance procedure up to the Board Level. The District's affirmative action officer shall sit in on all informal sessions and shall attempt to conciliate the matter. If said grievance is not resolved at the Board Level, the Association reserves the right to petition the Commissioner of Education, the State and/or Federal Courts, and or the appropriate State or Federal agency.
5. To assist the person who will hear the grievance at the next level, all appeals should state the grievant's reason(s) for dissatisfaction with the response offered at the level being appealed.

ARTICLE VI: DURATION

A. AGREEMENT DURATION

This Agreement shall be effective from July 1, 2009 to June 30, 2012.

B. BARGAINING LIMITATION

For the life of this Agreement both the Association and the Board waive the right and agree that neither shall be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE VII: INSURANCE COVERAGE

A. HEALTH BENEFITS PROGRAM

The Board shall provide family health care insurance protection for each teacher in the bargaining unit. The present insurance plan utilized by the Board of Education is as follows. The medical plan is provided by Amerihealth and offers two Point-of-Service plan options, POS 10 and POS 15. POS 10 offers lower in-network co-payments, and higher out-of-network out of pocket cost, relative to higher in-network co-payments, and lower out-of-network out of pocket cost through POS 15. Both plans cover vision exams and hardware, and provide a \$100 reimbursement. The parties shall be bound by the rules and regulations of the NJSHBP and other statutes, codes, and regulations governing health care insurance for public employees. Effective July 1, 2007 the deductible on both medical plans shall be \$500, and office co-pays shall be:

POS 10:	\$15	PCP	\$25	Specialist
POS 15:	\$20	PCP	\$30	Specialist

B. DENTAL INSURANCE

The Board shall provide a family dental insurance program agreed to by the Association and the Board, which will cover 100 percent of diagnostic and preventative dental services, up to four prophylaxis procedures per year, 100 percent of remaining basic dental services, and 50 percent of prosthodontic services, up to a maximum of \$1,800 per year for these services for each eligible patient, when such services are performed by member dentists whose fees are based upon "usual, customary, and reasonable fee" concept. Orthodontic coverage on a 50/50 co-pay basis up to a maximum of \$1,500 per case will be included. The \$1,500 maximum is separate and apart from the \$1,800 maximum for preventative, basic and prosthodontic services. All present and future teachers

B. DENTAL INSURANCE (Continued)

will become eligible for this benefit on the first day of the month following two months of continuous full time employment with a minimum of 20 hours per week. Eligibility, enrollment and governing administrative policies shall be as negotiated with the carrier and as regulated by the State Health Benefits Commission, pursuant to Chapter 12, P.L. 1975 and subsequently enacted controlling legislation.

C. PRESCRIPTION INSURANCE

The Board shall provide a family prescription insurance plan as offered by a carrier agreed to by the Association and the Board. Conditions and provisions of the coverage are as administered by Benecard, using NPA as the pharmacy benefits manager. The co-payments are \$15 brand, \$10 generic and \$1 for mail order prescriptions

D. EXTENSION OF BENEFITS

The Board will continue to pay the medical insurance premiums for coverage described in this Agreement for up to one year for teachers who are temporarily medically disabled for an extended period of time and are unable to report to work. The medical disability must be described briefly in writing by a physician and the physician must certify the disability precludes the employee's return to work. Disputes concerning the nature and scope of such disabilities shall be resolved by the process described in Article X, Section D-3c of this Agreement. At the Board's discretion, the coverage may be extended for up to one additional year.

E. NONPARTICIPATING TEACHERS

In the event that a teacher chooses not to participate in or be enrolled in the health care insurance plan provided by the Board, said employee may make no claim on the Board for payment or other consideration in lieu of participation. The parties agree to establish a Section 125 (IRS Code Plan) for the purposes of making available a cash option.

1. Any employee otherwise entitled to full family health insurance coverage shall have the option to withdraw from such coverage and to be paid a sum equal to 40% of the family premium coverage for each year that the withdraw remains in effect. All withdrawals from health insurance coverage shall be for a minimum of one year corresponding to the benefits period established by the Board's carrier. The cash payment shall be a stipend payable quarterly.
2. In addition to the family health insurance coverage, the employee shall have the option to withdraw from other insurance coverage available by the Board of Education and to be paid a sum equal to 40% of the said coverage. All withdrawals from the insurance coverage shall be for a minimum of one year corresponding to the benefits period established by the

E. NONPARTICIPATING TEACHERS (Continued)

Board's carrier. The cash payment shall be in the form of a stipend payable quarterly.

3. Notwithstanding the above, the employees who have a change in status, e.g. termination of employment, divorce (copy of decree required), legal separation (copy of decree required), death (copy of certificate required), group contract/policy terminated, military discharge (Form D0214 required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the plan year providing the employee gives the Board notice of the change in status within sixty (60) days of the event causing the change; otherwise all elections or cash options shall be in effect for the entire twelve (12) month benefit period. The Board's obligation for the cash option shall be pro-rated for those employees subject to a change in status.
4. Return to benefits plan for reasons other than change of status is subject to the terms of the carrier.
5. The parties agree that the cash option provision shall be rescinded if there is any tax liability (state or federal) to employees who continue to choose benefits.

F. DESCRIPTION OF COVERAGE

The Board agrees to request that the insurance carrier provide each teacher with a description of the health care insurance coverage provided under this article. The board shall continue to pay 100% of the cost of premiums for all health insurance plans.

ARTICLE VIII: SICK LEAVE

A. ENTITLEMENT AND NOTIFICATION

Commencing on September first of each school year, ten-month teachers employed in the District shall be entitled to 10 sick leave days for each school year as of the first day of school. Teachers who join the staff after the beginning of the school year shall be entitled to one sick leave day for each month or remaining portion thereof remaining in that school year. Unused sick leave shall accumulate from year to year with no maximum limit.

If a teacher is absent four consecutive school days, a doctor's certificate concerning the illness shall be presented to the superintendent. The teacher shall notify the principal, or the principal's representative of anticipated absence due to illness as early as possible, but not later than one hour before school opens on the day of the absence. When possible, notification should be made prior to 10:30 p.m. the evening preceding the absence. Such notification also is required the day prior to taking any approved leave pursuant to Article IX. Daily call-in shall not be required in a case of extended illness. A ten-month teacher who fails to comply with notification procedures for anticipated absence shall suffer a loss of wages equal to 1/200th of the teacher's annual salary for

each day notification is not provided.

B. REIMBURSEMENT FOR UNUSED SICK LEAVE AT RETIREMENT

Upon death or simultaneous retirement from the teaching profession and retirement from the service of the Board, as confirmed by the New Jersey Teachers' Pension and Annuity Fund, a teacher or designated beneficiary shall receive a lump sum payment equal to \$80.00 per day for each day of unused accumulated sick leave on the date of retirement, provided:

1. the teacher has been employed continuously by the Board including periods of approved leave of absence for a period of 15 complete years or more,
2. and the teacher has notified the Board, by November 1 of the year prior to the fiscal year in which retirement will take place, of the intent to retire, if they intend to retire within the next twelve (12) months. In emergent circumstances a later notice will be accepted by the Board; however, payment shall be deferred one year to allow for budgeting by the Board. Payment shall be made on July 15th for anyone retiring on or prior to June 30, or 30 days after the actual retirement date for employees retiring between June 30 and November 1.

Exceptions to the period of employment and notification timelines described above will be granted only in cases of unforeseen disability retirement from the teaching profession as confirmed by the Teachers' Pension and Annuity Fund.

Teachers who accept payment described in this section shall not be eligible for reinstatement of unused accumulated sick leave as provided in Section B of this article if they have received compensation in accordance with this section, should they leave retirement to be re-employed by the District.

ARTICLE IX: TEMPORARY LEAVES OF ABSENCE

A. TYPES

All requests for leaves of absence must be submitted through the Office of the Principal to the superintendent for approval. Applications for leave shall be made on the form attached hereto as Schedule A, entitled "Request for Temporary Leave," which shall be submitted at least five school days in advance of the leave date(s). As of the beginning of each school year, teachers shall be entitled to the following leaves of absence with full pay each school year:

1. Personal Leave

Employees shall be entitled up to two (2) days for personal leave. Application for personal leave shall be made five school days before taking such leave, except in emergencies. The applicant shall certify, as required by the form, that the reason for leave is an urgent personal matter which cannot be reasonably met during non-school hours. In all instances where an

A. TYPES (Continued)

1. Personal Leave (Continued)

additional explanation is required pursuant to this article, a determination to grant the request shall be at the discretion of the administration and subject finally to the grievance procedure found in Article V of this Agreement.

Personal leave may not be granted for days which fall immediately prior to or immediately after a school closing date (not including Saturday or Sunday) or an extended recess period. In emergency circumstances, the superintendent may exercise discretion to waive this restriction provided a written explanation for the need for leave accompanies the request and provided the superintendent finds the reason to fall within the intended use for personal leave.

Unused personal leave shall be accumulated as sick leave each year except in the case of non-tenured teachers. The benefit of this accumulation shall not be usable until the teacher attains tenure.

Requests to use personal leave for religious holidays will be granted in excess of five per day if a minimum of 30 days notice is given and if "religious holiday" is the stated reason. Personal leave may be granted for religious observances only when the commitment can be met during school hours.

2. Professional Leave

Teachers shall be allowed up to two (2) days for the purpose of visiting other schools or for attending meetings, clinics, or conferences of an educational nature, if requested to do so or if they have received the approval of the principal and superintendent. Applications for leave shall be made on the form attached hereto as Schedule B-1, entitled "Request for Professional Development". Following the approved professional leave, form attached hereto as Schedule B-2, entitled "Approved Professional Development Summary Report" must be submitted to the Office of the Superintendent, if so appropriate according to Policy and Regulation 3240.

3. Bereavement Leave

Teachers may be granted up to five (5) days in the event of the death of a teacher's parent, spouse, child, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, or surrogate parent which could include a grandparent who actually raised the teacher, or a member of the immediate household. Teachers also shall be granted up to one day in the event of the death of a teacher's relative outside the immediate family as defined above. Where additional absence due to family death is required because of the emotional disability of the teacher, such absence may be charged to accumulated and authorized sick leave, upon request of the teacher. Where additional absence due to family death is required because of geographic distance to the funeral site, such absence may be requested and granted as personal leave, in

A. TYPES (Continued)

accordance with Section A-1 of this article.

4. Other Temporary Leaves

Other leaves of absence with pay may be granted by the Board at its discretion.

5. Effect of Temporary Leave Upon Sick Time

Leaves taken pursuant to this article shall be in addition to any sick leave to which the teacher is entitled, except for emotional disability leave as described in Section A-3 of this article.

B. DEATH OF A TEACHER OR PUPIL

In the event of the death of a teacher or pupil in this District, using discretion, the superintendent shall determine the extent of representation on behalf of the District to attend services. Teachers who wish to attend services may utilize personal leave in accordance with the rules governing use of personal leave described in Section A-3 of this article.

ARTICLE X: EXTENDED LEAVES OF ABSENCE

A. ASSOCIATION BUSINESS

The Board agrees that up to one tenured teacher designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in the activities of the Association or its affiliates, provided a minimum of 60 days' notice has been given to the Board. Additional time may be granted by the Board at its discretion, provided 90 days' notice has been given.

B. PUBLIC SERVICE, EDUCATION AND OVERSEAS LEAVE

A leave of absence without pay of up to one (1) year shall be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher and is a full-time participant in any such program, or accepts a Fullbright Scholarship.

C. MILITARY LEAVE

Military leave without pay for the period of induction or initial enlistment shall be granted to any teacher who is inducted or who enlists in any branch of the Armed Forces of the United States.

Extensions of military leave may be granted by the Board at its discretion.

Time necessary for persons called into temporary active duty or any unit of the U.S. Reserves or State National Guard shall be granted provided such obligations cannot be fulfilled on days when school is not in session. For the purpose of this Agreement, the determination of what constitutes "temporary active duty" shall be made by the Board at its discretion. In no event shall the term apply to service rendered by an individual beyond the initial military obligation as required by Federal Statute. A teacher absent because of temporary active military duty shall be paid a salary differential in accordance with the requirements of N.J.S.A. 3 8:23-1 or N.J.S.A. 38A: 4-4.

D. MATERNITY DISABILITY AND CHILD REARING LEAVE

Child rearing leave without pay and disability leave with or without pay shall be granted in accordance with the conditions outlined hereinafter:

1. Any teacher seeking a leave of absence for reasons associated with disability due to pregnancy or for child rearing leave during the first year of the child's life shall file a written request for such leave with the superintendent at least 90 days in advance of the first day of the anticipated disability or child rearing leave. The written request shall include:
 - a) a physician's certification of pregnancy and the estimated delivery date,
 - b) the date on which the teacher intends to return,
 - c) request for medical disability leave which specifies the anticipated beginning and ending date for disability leave may be necessary. The Board will honor changes of ending date (It is understood that medical disability is not always predictable and that a change in the date be supported by the attending physician's written recommendation.),
 - d) a notice of intent to use accumulated sick leave (It is understood that a teacher cannot know how many sick leave days will remain available to her 90 days in advance; therefore, final written notice of how many days will be taken for medical disability leave due to pregnancy need not be submitted until the week of the teacher's departure for her disability leave. If sufficient accumulated sick leave is not available to cover the entire period of medical disability, the teacher may indicate that she wishes to use all which is remaining to her upon her departure. Requests for use of accumulated sick leave which extend beyond 30 calendar days before and/or after the anticipated delivery date must be accompanied by a physician's certification of the nature of the disability and his/her recommendation with respect to employment.), and
 - e) a request for child rearing leave without pay, if desired, which includes the ending date. It will be assumed that such leave will begin at the end of the approved medical disability period. In situations where a teacher has no available accumulated sick leave or does not wish to use sick leave for the period of disability, the request should so state and should include a beginning date for unpaid leave.
2. The Board shall honor leave dates so requested if they will not substantially interfere with

D. MATERNITY DISABILITY AND CHILD REARING LEAVE (Continued)

the effective administration of the educational program to which the teacher was assigned, subject to the following conditions:

- a) As a condition of the teacher's return, the Board may require production of a certificate from a physician certifying that the teacher is medically able to resume her duties.
 - b) In no event shall nontenured teachers have such leaves of absence extended beyond the end of the contract year in which leave is requested to commence.
 - c) In no event shall such leaves for tenured teachers extend beyond a period of two semesters from the date on which said leave is to commence.
 - d) The Board may grant a leave for dates other than those requested upon finding that the grant of leave for the dates requested would substantially interfere with the administration of the school. In general, maternity disability/child rearing leaves shall commence and end at the beginning of a semester.
 - e) The Board will honor sick leave requests which meet the requirements and criteria established in Section 1 herein, so long as the delivery occurs within the time specified in the teacher's request for use of sick leave. If delivery occurs prior to the initially requested disability period, the Board shall permit use of accumulated sick leave for the required absence prior to delivery and for all school days during a 30 calendar day period following delivery.
 - f) The Board understands that an anticipated delivery date represents a physician's best estimate and that circumstances can cause the estimate to be incorrect. The Board will not act to deny leave under this article when date estimates are incorrect because of circumstances beyond the pregnant teacher's control.
 - g) When the teacher's absence due to disability leave does not extend 30 days before and after delivery and the teacher has furnished a prior notice from a physician certifying the pregnancy and the anticipated delivery date, the Board shall not require the physician's notice described under Section A of Article VIII (SICK LEAVE) of this Agreement.
3. The Board reserves the right to remove any pregnant teacher from her position or to insist that the teacher accept a leave of absence therefrom, in accordance with the provisions of Section D of this article, if after her pregnancy is confirmed, her teaching performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if her physical condition or capacity is such that her health would be impaired if she were to continue teaching. Such physical capacity shall be deemed so impaired if any of the following occur:

D. MATERNITY DISABILITY AND CHILD REARING LEAVE (Continued)

- a) the pregnant teacher, after written request from the superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties,
 - b) the pregnant teacher's physician and a physician designated by the Board agree that she is not medically able to continue to perform her duties, or
 - c) if, after a difference of medical opinion by the teacher's physician and the Board's physician, a third physician designated by mutual agreement of the teacher and the Board, or, if no such agreement can be reached, the Camden County Medical Society certifies that, in his/her opinion, the teacher is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, the fee involved shall be shared by the Board and the teacher involved.
4. In the case of termination of pregnancy for any reason other than normal birth, the employee shall notify the Board of such circumstances and the Board shall honor a request to return earlier than the date originally established upon receipt of medical certification by the teacher's physician of her physical fitness to teach, and if the Board has not contractually obligated itself to a replacement teacher, or if another position exists for which the teacher is certificated and qualified to take. If the returning teacher's position is occupied by a nontenured replacement, the replacement teacher may be given a 60 day termination notice to make room for the returning teacher if the returning teacher so requests. During the 60 day period the Board agrees to utilize the services of the returning teacher as a substitute teacher at the substitute teaching pay rates. If the substitute or replacement teacher leaves earlier than 60 days, the returning teacher will be assigned to the position immediately upon departure of the substitute teacher.

The processes for restoration of medical benefits shall be initiated by the Board upon notification from the returning teacher that she wishes to return to her position because of an unanticipated termination of pregnancy.

5. After the granting of leave to any teacher pursuant to the provisions of Section D of this article, the Board will give reasonable consideration to a request from the teacher for either the extension or reduction of the period of leave so granted, provided the teacher requesting the same makes written application to the superintendent at least 60 days before the date such extension or reduction will become effective, and submits with that application a certificate from a physician certifying that said reduction or extension of leave is not medically contraindicated and that the teacher is or will be able to resume her duties on the date such resumption is requested and provided the date of return falls at the beginning of a semester and provided a vacancy exists for which the teacher is certificated and qualified to fill.

E. FAMILY ILLNESS LEAVE

A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick member of a teacher's immediate family. Additional leave may be granted at the discretion of the Board.

F. PUBLIC OFFICE LEAVE

The Board shall grant a leave of absence without pay to any teacher to serve in an elected or appointed office for the term to which the teacher was elected or appointed, re-elected, or re-appointed.

G. SABBATICAL LEAVE

1. A sabbatical leave shall be granted by the Board to a teacher for study, including study in another area of specialization; for travel or for other reasons of value to the school system.
2. Sabbatical leave shall be granted subject to the following conditions:

- a) Percentage of Teachers

If there are sufficient qualified applicants, sabbatical leaves shall be granted to a minimum of one per 100 or majority fraction thereof at any one time.

- b) Requests

Requests for sabbatical leave must be received by the superintendent in writing, in such form as may be mutually agreed upon by the Association and the superintendent, no later than March 1 and action must be taken on all such requests no later than May 1, of the school year preceding the school year for which the sabbatical leave is requested.

- c) Minimum Time to Qualify

The teacher has completed at least seven (7) full years of service in the Black Horse Pike Regional School District.

- d) Pay

Sabbatical leave shall be without pay.

- e) Return

Upon return from a sabbatical leave, a teacher shall be given credit for any horizontal movement on the salary guide.

H. TEACHER ILLNESS OR DISABILITY LEAVE

A leave of absence without pay for up to one (1) year may be granted to a teacher who has become disabled or ill, as confirmed by medical certification. Provisions found in Section D of this article shall apply in such matters.

I. OTHER LEAVES

Other leaves of absence without pay may be granted by the Board at its discretion.

J. INCREMENT CREDIT UPON RETURN FROM LEAVE

1. Upon return from a leave granted pursuant to Sections A, B, C, or G of this article, teachers shall be considered as if they were actively employed by the Board during leave and shall be placed on the salary schedule at the level they would have achieved if they had not been absent, provided however, that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive credit for time spent on leave granted pursuant to Sections D, E, F, H, or I of this article, nor shall this time count toward the fulfillment of the time requirements for acquiring tenure.
2. All benefits to which teachers were entitled at the time a leave of absence commenced, including unused accumulated sick leave, shall be restored upon return, and they shall be assigned to the same positions, if vacant, which they held at the time said leave commenced.

K. EXTENSION OF LEAVE

All extensions or renewals of leave shall be applied for and granted in writing. Applications for extensions or renewals of leaves shall be received by the superintendent at least 60 days before the anticipated beginning date of such extensions or renewals.

L. FAMILY LEAVE ACTS

An extended leave of absence shall be considered to include the employee's entitlement under the State and Federal Family Leave Acts, except that during that portion of the leave considered as part of the State or Federal Family Leave Act, the Board shall continue to pay for medical benefits as required by the Acts.

ARTICLE XI: TUITION REIMBURSEMENT

The Board shall reimburse staff members for graduate credits and approved undergraduate credits earned during the course of a given school year under the following conditions:

A. AVAILABLE FUNDS

Eligible staff members shall be reimbursed only for actual costs of tuition. Under no circumstances shall the Board incur a cost of more than \$100,000 in any fiscal year.

All distributions shall be made in the October following the school year in which the course was taken, i.e. paid for, for teachers who met the submission requirements by September 30. If the total costs of all requests for reimbursement exceeds \$100,000, all credits will be reimbursed on an equal dollar per credit hour basis up to the maximum reimbursement of \$100,000.

Reimbursement during a given school year to an individual teacher shall have no bearing of future reimbursement to that teacher. In no instance shall a teacher be reimbursed for more than 12 credits per school year.

B. APPLICATIONS

1. Applications shall be filed beginning July 1 of the school year involved but none shall be considered which are filed after December 1 of a given school year. The request shall indicate the type of graduate course the teacher intends to take, the anticipated tuition cost, and the name of the college or university whose graduate credits are acceptable to the New Jersey State Board of Examiners for certification purposes.
2. The superintendent shall, within 20 school days after the deadline for submission of requests, publish a list of those requesting reimbursement. The list shall indicate those persons eligible for reimbursement under standards established in this article.

C. QUALIFYING COURSES

1. Graduate Courses

Staff members taking courses "in their discipline" is defined to mean in the teacher's subject area, education courses, or a course which is required in a program considered to be in the teacher's subject area, shall be eligible for tuition reimbursement in accordance with the standards contained in this article without prior approval of the superintendent.

A course taken outside of a teacher's subject area, or which is not an education course or which is a course not required in a program which is considered to be in the teacher's subject area, shall be defined as a "course taken outside of discipline" and shall not be subject to tuition reimbursement unless the superintendent shall have indicated prior approval of said course for tuition reimbursement purposes. The superintendent shall respond to a request for approval within ten school days of its receipt.

2. Undergraduate Courses

A teacher who wishes consideration for reimbursement for an undergraduate course must seek prior approval of the superintendent in the manner described in Section C-1 of this article.

3. Leaves of Absence Courses

Courses taken during a leave of absence will not be considered for tuition reimbursement with the exception of courses taken while on sabbatical.

D. GRADE REQUIREMENT

In no event shall a teacher receive reimbursement unless the teacher receives a grade of "B" or higher, or its equivalent, or "passing" in a pass/fail course. The grade must be verified by an official transcript or by a letter of explanation from the college or university involved which explains when the transcript will be available. This must be received by the superintendent within 90 days of course completion. If a teacher takes courses over more than one semester, the official transcript need not be sent until after the completion of the last course for that fiscal year. Copies of the unofficial transcript will be accepted after completion of courses during earlier semesters in order to permit initial payment.

E. OTHER REQUIREMENTS

Subject to the conditions described in this article and subject to receipt of official college transcripts, verification of courses as graduate credit, verification of actual tuition costs, verification of available funds and substantiation that the college or university offers graduate credits acceptable to the New Jersey State Board of Examiners for certification purposes, and upon receipt of a signed voucher required by statute, tuition shall be reimbursable to teachers within 15 days after the Board meeting which follows the fulfillment of these conditions.

F. REIMBURSEMENT FOR WORKSHOPS AND SEMINARS

The Board agrees to budget an amount each year equal to \$25,000.00, to be divided among the various departments on the basis of the number of teachers included. By filing their requests through the department supervisor to the principal and the superintendent, teachers may seek approval for use of these funds for reimbursement of registration and travel costs to attend workshops, clinics, seminars, conferences, and other meeting events which are related to their specific assignment within the District. The standard form to request professional leave may be used. Approval to expend up to the amount requested will be included in the response to the leave request. Requests will be considered on a first-come, first-served basis. Requests may be filed well in advance of the requested date as a way to reserve funds. Reimbursement will occur after the fact, upon submission of the required receipts and signed voucher.

ARTICLE XII: SALARY AND COMPENSATION

A. SALARY GUIDE

Salaries of teachers covered by this Agreement shall correspond with those set forth in Schedule D attached hereto. If it is anticipated that graduate credits will be earned during the school year which will make a teacher eligible for a higher salary scale, indication of same must be presented in writing to the superintendent on or before November 1 of the preceding school year, in order to permit budgetary provision for such needs. Evidence of satisfactory completion of such graduate credits must be submitted to the superintendent by official transcript. The deadline for submitting evidence of satisfactory completion of graduate credits shall be September 30th.

B. COCURRICULAR BONUSES

Bonuses for cocurricular activities shall be paid as set forth in Schedule E attached hereto.

C. DEFINITIONS

Definitions of classes on the salary guides, definition of terms regarding salaries, military service credit, and experience credit shall be as set forth in Schedule C attached hereto.

D. WORKING BEYOND THE NORMAL TEACHER SCHOOL YEAR

1. School Counselors

Compensation for guidance counselors who work in excess of the teacher work year shall be at a per diem rate equal to 1/200th of the individual's base salary. All counselors shall be required to remain a minimum of two days or a maximum of three days immediately after the teachers' last work day.

Counselors may be asked to work additional days during the summer as needed. Working such days shall be voluntary and may be declined by a counselor. Summer hours for guidance counselors shall be pensionable. Payment for summer work will be received in their salaries September through June following the time worked.

Coordination of guidance testing will be a supervisory responsibility and, as such, not a responsibility of the guidance counselors.

2. Child Study Team Members

Compensation for Child Study Team members who work in excess of the teacher work year shall be at a per diem rate equal to 1/200th of the individual's base salary, which shall be added for pension calculation purposes.

4. Cooperative Vocational Program Coordinators

Compensation for cooperative vocational program work coordinators (hereinafter called work coordinators), required by the Board to work in excess of the teacher work year, shall be at a per diem rate of their annual salaries for additional days worked. The per diem rate shall be 1/200th of an individual work coordinator's base salary. Work coordinators shall work no more than 5 days in excess of the normal teacher work year. Any work coordinator who requests fewer summer days will be granted approval. Any work coordinator who requests to be excused for the entire summer will be granted approval. By application to the principal 60 days in advance, a work coordinator may request additional summer days not to exceed twenty. The summer stipends for work coordinators shall be added to base salaries for pension calculation purposes. Deductions for days not worked shall be at 1/200th of the base salaries shown on the teachers' salary guides.

5. Science Teachers

One (1) science teacher per school shall be employed for one regular length day each summer at the rate of \$150 per day to receive, catalog and inventory supplies. The Board will entertain a request by the Science Supervisor for an additional teacher in the summer, which will be requested through the Chief school Administrator.

E. INITIAL SALARY

Whenever a teacher shall accept office, position, or employment as a teacher, the initial placement on the salary guide shall be at a point agreed by the teacher and the Board.

F. SERVICE INCREMENT

To encourage continuity in service, to attain stability of staff; and to give recognition to those whose interest in the community is attested by extended employment; an additional increment of \$150.00 shall be given upon the completion of three years of continuous service. Similar increments of \$150.00 shall be given after the sixth, ninth, twelfth, fifteenth, eighteenth, twenty-first, and twenty-fourth years of continuous service in the District.

Effective with the 2010-11 school year, teachers who received these increments in 2009-10 will continue to receive those same increments, but will receive no additional service increments. Teachers not receiving service increments in 2009-10 will not be eligible for any such payments in the future.

G. SUMMER PAYMENT PLAN

Teachers may elect independently to have a portion of their salary withheld and deposited to their

credit in the South Jersey Federal Credit Union, and/or deposited for tax-deferred annuities, upon executing appropriate payroll authorization forms which shall be in lieu of a summer payment plan as contemplated in N.J.S.A. 18A: 29-3.

H. MILEAGE REIMBURSEMENT

Mileage reimbursement for travel approved in advance by the superintendent shall be compensated at the State of New Jersey rate. The Association will be notified through its President whenever there is a change in this rate.

I. COMPENSATION FOR OTHER PROGRAMS

Compensation for all positions covered under this article shall be at a percentage of the first step on the bachelor’s salary guide attached hereto as Schedule D as shown below:

		2009-10	2010-11	2011-12
1. Summer school	..... .0008 per hour	\$38.41	\$39.49	\$40.65
2. Home instruction	..... .0008 per hour			
3. Work study supervision	..... .0008 per hour			
4. Pre/Post school supervision	..... .0007 per hour	\$33.61	\$34.55	\$35.57
5. Outside use of facilities	..... .0007 per hour			
6. Twilight/Alternative program-	..... .0008 per hour with payment of five (5) hours for every four (4) hours worked.			

The fees shown in this section may be adjusted upward by the Board at its discretion.

J. CHANGE IN COMPENSATION

If rates higher than those initially posted are necessary to fill an opening, a re-posting for one calendar week at the higher rate will be made to provide opportunity for teachers employed in the District to submit applications.

K. DIRECT DEPOSIT

Direct deposit of the employees’ paychecks shall be implemented as soon as possible after the execution of the herein contract. Employees shall be entitled to identify an institution only once during any one contract year, identifying same on the form attached to the contract document. Employees agree that any and all liability relative to employees’ paychecks will fall upon the identified employee’s bank and not on the Board of Education.

ARTICLE XIII: TEACHER EMPLOYMENT

A. TEACHER ASSIGNMENTS

The Board will endeavor to provide teachers with written notice of their subject assignments for the following year by May 30, but shall provide that notice no later than June 15th. Such assignments shall be subject to change if circumstances warrant.

B. ANTICIPATED POSITIONS

The superintendent shall deliver to the Association within 40 days following the annual budget election, a tentative list of positions expected to be available for the following school year. The list may be changed after the date, if circumstances warrant. Teachers who desire to apply for such openings may file a letter of application with the superintendent within ten calendar days of the posting. In formulating assignments, the Board agrees that consideration shall be given to the expressed desires of the teachers; however, nothing contained herein shall prohibit the administration from the exercise of its discretion in good faith in making teacher assignments.

C. TEACHER TRANSFER

Notice of involuntary reassignment shall be given to teachers affected as soon as practical. An involuntary transfer or reassignment shall be made only after a meeting between the teacher and the principal, at which time the teacher shall be notified of the reason therefor. In the event the teacher objects to the transfer or reassignment at the time of the meeting, and upon the request of the teacher, the superintendent shall meet with the teacher. The teacher may, at the teacher's option, have an Association representative at such a meeting. The determination to transfer or reassign shall not be subject to the grievance procedure.

D. POSTING VACANCIES

A notice of employment vacancies shall be posted in each school as far in advance as practical, ordinarily at least five (5) days before the due date for applications. Postings will be emailed to the Association President for distribution to the members of the Association.

E. MENTORING

The new teacher shall pay the mentoring fee over the course of the year through automatic payroll deduction. Upon completion of the first year and submission by the District of the necessary certification paperwork, the teacher shall receive fifty percent reimbursement of the fees paid and the remaining fifty percent will be paid upon tenure. Should certification not take place, the staff member will reimburse the District the amount of money previously paid.

Teachers hired effective July 1, 2009 or thereafter shall not be eligible for reimbursement.

ARTICLE XIV: PROMOTIONS

A. ADVANCE NOTICE

The Board agrees that there shall be as much advance notice as possible, which, except in emergencies, shall be at least five (5) days notice to the Association and its members of the availability of promotional positions. For the purpose of this Agreement, promotional positions shall include positions paying a salary differential and/or positions on the administrative-supervisory levels of responsibility.

B. APPLICATIONS

Teachers who desire to apply for such promotional positions shall submit an application in writing to the superintendent within the time limits specified in the notice.

C. SELECTION

Without limiting the Board's or Administration's discretion in the final determination, the Board agrees to consider teachers presently employed in filling the aforesaid promotional positions.

ARTICLE XV: OTHER PROGRAMS

A. PUBLICIZING POSITIONS

All staff employment opportunities in school year and summer programs shall be publicized by the superintendent in accordance with the procedure set forth in Article XIV of this Agreement.

B. SELECTION CRITERIA

Demonstrated ability to meet the position's qualifications shall be necessary for initial employment to such positions. Satisfactory performance in an assignment is a requirement for reassignment in ensuing years. Satisfactory performance shall be defined as the absence of written notice to the contrary.

C. ASSOCIATION PRIORITY

Except where previous poor performance has been documented, a lack of qualifications exists, or another certificated teacher held the position the previous school year; teachers employed in the District shall be given priority to other program assignments over applicants from outside the District.

ARTICLE XVI: SCHOOL CALENDAR

A. ASSOCIATION INPUT

Before adoption of the school calendar, the Board will consider the suggestions of the Association concerning vacations and holidays. The Board reserves the right to make the final decision with respect to the school calendar. Association suggestions should be submitted to the superintendent by February 1 of the prior school year.

B. WORK YEAR

The Board hereby agrees that the teacher work year shall be limited to:

1. all days when pupils are in attendance;
2. two days for attendance at the New Jersey Education Association Convention;
3. four additional days for orientation, closing and in-service training; and
4. an in-service day for teachers new to the District which may be scheduled on or after the Thursday preceding Labor Day each school year.

C. MAXIMUM NUMBER OF DAYS

The total number of days will not exceed 188 for teachers with prior experience with the District. Of the 188 days, 182 shall be student contact days.

ARTICLE XVII: TEACHING HOURS AND LOAD

A. TEACHING HOURS

1. The in-school workday shall consist of no more than 7 hours and 30 minutes. A half-day under normal scheduling shall require 4 periods of attendance, while under special/revised schedules, 4.0 hours shall be required for attendance. The four periods must be the first four periods or the last four periods of the day.
2. Building-based teachers may be required to remain after the end of the regular workday without additional compensation, for the purpose of attending building faculty or other professional meetings an average of two days each month. Such meeting shall begin no later than 15 minutes after the student dismissal time and shall run for no more than 45 minutes, except that such meetings may run for up to 75 minutes four (4) times per year. The Board will grant professional development credit for the 75-minute meetings. In cases of

emergencies involving the health and safety of students or teachers, additional time may be needed.

3. Teachers are to sign in the time of arrival to school and sign out the time when they leave for the day. In the event of an early departure, permission must be secured in advance from the principal. An "Early Departure" form must be completed prior to the teacher leaving the building.
4. Except in emergencies, meetings which take place after the regular in-school work day and which require attendance, shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.
5. Room assignments should be given to the department supervisor for teacher input so that classroom changes can be minimized.
6. All teachers involved in cocurricular, paid activities, athletics, and/or non-athletics, shall be responsible for supervising these pupils after school hours until their departures from school via the activity or athletic bus.

B. TEACHING LOAD

1. The teaching load for teachers shall be 30 periods per week consisting of teaching and/or non-teaching assignments. This is not to be interpreted to mean that six teaching periods per day is considered normal. The Board affirms present policy in that generally teaching loads assigned to teachers shall not exceed 25 teaching periods per week except as set forth in paragraph #2 below.
2. While the Board reserves the right to make such adjustments in teaching assignments as may be educationally desired, it will, consistent with the foregoing, endeavor to limit to 25 percent of the staff the number of teachers assigned to teach six periods.
 - a) When possible and practical, no more than 25 percent of the teaching staff in any department is to be required to teach six periods.
 - b) When possible and practical, any six-period assignment shall be made first on a voluntary basis, and failing that, on a rotating basis for one year.
 - c) None of the existing teaching personnel shall have their employment terminated by reason of the six-period assignment.
 - d) It must be the firm policy of the Board, both for itself and for all future Boards, not to expand the six period teaching assignment beyond one-third of the staff.
3. Teachers may be required to attend no more than three evening assignments or meetings each year related to the student activity program. Of those assignments or meetings, one

shall be without compensation and all others shall be compensated at the rate of per assignment or meeting. School activities such as PTA, Back to School Night, 7th/8th Grade Orientation, and graduation shall not be considered as one of the assignments and shall not be compensated. The Board understands that teacher attendance at the 7th/8th Grade Orientation is voluntary. Advisors, teachers, and coaches who must attend events related to compensated cocurricular assignments shall not be compensated beyond the activity stipend. A teacher who substitutes for another teacher shall not be compensated for attending a student activity function if the first teacher would not have been compensated under provisions of this section. No teacher shall be assigned to chaperone an activity scheduled on a holiday or extended weekend.

4. Those teachers assuming a sixth period shall be responsible for a maximum of 30 assigned periods and may be assigned a homeroom, but will be required to assume no other instructional or supervisory duties. Teachers with a sixth period class shall assume a homeroom last, where possible.
5. The Board recognizes that wherever possible, multiple preparations should be limited. Whenever possible efforts will be made to limit this number to two subject areas or two levels of the same subject. In some instances; however, more than two preparations will be required by problems in homogeneous scheduling, teacher certification, class size, total pupil assignment, and the number of different courses offered in particular disciplines. A preparation constitutes any course for which a course of study has been written.
6. Work schedules shall provide a daily preparation period for each teacher. Said preparation period shall be utilized only for professional preparation and growth. During this period, the teachers will not be assigned any duties unless an emergency arises which affects the safety, health, and welfare of pupils and/or staff. Existence of an emergency is to be determined by the superintendent or principal. During their prep period, teachers may not leave the building and may not switch lunch and prep without the approval of the principal.
7. It is the intention of the Board not to require teachers to teach continuously for more than four periods (two periods where double periods are involved). It is recognized that this goal may not be achieved in all cases. Where it is not possible to limit continuous teaching periods, a teacher may be requested to teach additional continuous teaching periods. Such requests shall not be unreasonably refused.
8. Teachers shall have a daily duty-free lunch period and may leave the building during such period without requesting permission, provided they sign-out and sign-in again through the General Office.
9. It is the policy of the Board to avoid assigning a teacher to substitute teaching assignments during the teacher's preparation period. Where circumstances do not permit the obtaining of a substitute teacher, full-time teachers may be assigned additional classes during their preparation periods. Such assignments shall be made to qualified volunteers selected by the administration. Payment shall be made for such services as hereinafter provided. When requested to teach during a preparation period, a teacher shall be paid an amount equal to:

- a) in the case of assignments to a homeroom period, 10 percent of the substituting teacher's own daily salary rate, and
- b) in the case of assignments to a class or supervisory period, 15 percent of the substituting teacher's own daily rate.

The daily rate shall be equal to 1/200th of the annual salary of a ten-month teacher.

The amounts so paid shall be deducted from the salary of the absent teacher where:

- a) the absent teacher leaves school for any reason after the start of the school day,
- b) the teacher absent for sick leave or temporary leave of absence fails to give the notice required by this Agreement, and/or
- c) the teacher is absent ten minutes before any assigned period.

The deduction shall be limited to the absent teacher's salary or appropriate portion thereof.

If an absence of a teacher is required by the school administration or a school program, the teacher absent from class shall not suffer any deduction. An absent teacher may, where sickness is the cause of the absence, elect to charge the time against accumulated sick leave, provided the required notice has been given under Article VIII. In the event of such an election, only full days or half-days may be so charged. A teacher called upon to substitute during a preparation period may elect to waive payment under this article. If such a waiver is made, no deduction shall be made from the absent teacher.

- 10. Educators agree that class size is an important factor in the quality of education. The Board and the Association share this concern and both desire to reduce class size to the optimal educational size.
- 11. The duty period for Basic Skills Instructional Program (BSIP) coordinators shall be used for program coordination tasks. While the SRA (or ASHA) program is still required, the BSIP coordinators shall be provided an additional release period to perform program tasks. If a substitute program for the SRA (or ASHA) is ever created, the district will negotiate with the Association over release time for that purpose.
- 12. The duty period of the, School Activities Treasurer, and one (1) Peer Mediation Coordinators shall be used for program coordination tasks.

ARTICLE XVIII: TEACHER RIGHTS

A. SCOPE

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as the

teacher may have under New Jersey Laws or other applicable laws and regulations.

B. DUE PROCESS

Appropriate procedural due process of law shall be afforded teachers in disciplinary matters.

C. REPRESENTATION IN EMPLOYMENT MATTERS

Whenever a teacher is required to appear before the Board or any committee of the Board concerning a matter which could adversely affect continuation of that teacher in their office, position, or employment or the salary or any increments pertaining thereto, said teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and/or represent the teacher.

D. CRITICISM

Any question or criticism by a supervisor, administrator, or Board member of a teacher or of his/her instructional methodology shall be made in confidence, except in matters requiring public hearings or adjudication proceedings.

E. FACULTY MEETING AGENDA AND NOTICE

The notice and the agenda for all general faculty meetings shall be given to the teachers at least two days prior to the meeting, except in the case of an emergency meeting. Teacher shall have the opportunity to suggest items for the agenda. Last minute agenda items may be added by the principal.

F. COCURRICULAR ASSIGNMENTS

Teacher participation in cocurricular activities which extend beyond the regularly scheduled in-school day shall be voluntary. Where no volunteers are available, the superintendent shall make assignments on a rotating basis.

If a teacher's employment in a cocurricular position will not be recommended for renewal for the following year, the teacher must be informed of that decision before the position can be posted.

G. REDUCTION IN FORCE

If a reduction of force is being considered, the Board shall notify the Association not less than 60 days before the layoff is to occur and, upon request, shall discuss same with the Association.

H. COST OF INSTRUCTIONAL MATERIALS

Teachers shall not be charged for material, supplies and duplicating services for preparation of instructional materials.

ARTICLE XIX: TEACHER EVALUATIONS

A. CERTIFICATION OF EVALUATORS

Teachers shall be evaluated only by persons properly certified by the State to supervise instruction.

B. OPENNESS AND LENGTH OF CLASSROOM OBSERVATIONS

All observations of the performance of teachers shall be conducted openly with full knowledge of the teacher involved. Observations made for the purpose of a written analysis of a teacher's work performance shall involve continuous observation in the classroom for a class period.

C. TEACHER REVIEW OF OBSERVATION REPORT

A teacher shall be afforded the opportunity to review with the observer the contents of the observation report and he/she shall affix his/her signature to it. The report shall have imprinted upon it the following legend:

“The teacher's signature on this report shall indicate that it has been read by him/her, shall not signify agreement with the contents thereof, and the teacher shall have the right to append any comments to this report (original and two copies). The teacher shall receive a copy of this report.”

D. DEROGATORY FILE MATERIAL

No derogatory material will be placed in the teacher's file unless the teacher has been given the opportunity to read same and file an answer. The teacher shall sign the material to indicate the teacher has seen it but such signature shall not signify agreement with the contents thereof.

E. FILE INSPECTION

Upon request, a teacher will be afforded the opportunity to inspect, with the exception of pre-employment information, his/her personnel file in the presence of the superintendent or a designee. After the initial copy, the teacher may have a copy of file materials available for inspection at his/her own expense. There shall be only one official file.

F. OUTSIDE COMPLAINTS

If a complaint regarding a teacher is made by any outside person and such complaint necessitates a formal hearing, then the teacher involved shall have the right to be represented at the hearing.

ARTICLE XX: PROTECTION OF TEACHERS

A. CIVIL ACTION

Whenever any civil action has been brought, or shall be brought, against any teacher for any act or omission arising out of and in the course of the performance of duties of such teacher, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses together with costs of appeal, if any, and shall save harmless and protect such teacher from any financial loss resulting therefrom. This subparagraph shall apply to use of an automobile in the performance of a teacher's duties; however, the use of such automobile shall have been authorized in writing in advance by the superintendent.

B. CRIMINAL ACTION

Should any criminal action be instituted against any teacher for any act or omission arising out of the performance of the duties of such teacher and such action is dismissed or results in a final disposition in favor of the teacher, the Board of Education shall reimburse that teacher for the cost of defending such action, including reasonable counsel fees and the expense of the original hearing or trial and all appeals.

C. WORKER'S COMPENSATION

Whenever any teacher who is entitled to sick leave pursuant to this Agreement is absent from a post or duty as the result of personal injury caused by an accident arising out of and in the course of employment, the Board shall pay such teacher full salary or wages for the period of one calendar year without having such absence charged to the annual accumulated sick leave provided herein. Salary payments shall be made for absence during the waiting period and during the period the teacher received or was eligible to receive temporary disability benefit under Chapter 15 of Title 34 of the Revised statutes. Any amount of salary or wages paid or payable to the teacher pursuant to this section shall be reduced by the amount of Worker's Compensation award made for temporary disability.

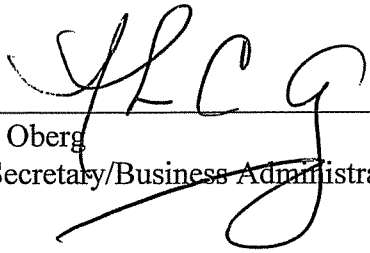
D. SUSPENSION OF A TEACHER

In the event a teacher is suspended by the superintendent and the board president from performing his/her duties for the Board, such suspension shall be with pay pending action by the Board.

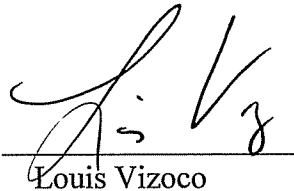
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective corporate officers and have affixed their seals hereto on this 18th day of August, 2009.

ATTEST:

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION

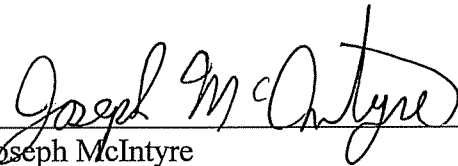


John C. Oberg
Board Secretary/Business Administrator

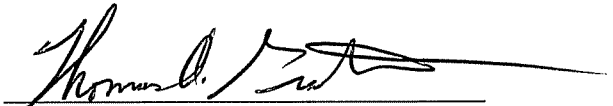


Louis Vizoco
President, Board of Education

BLACK HORSE PIKE EDUCATION ASSOCIATION



Joseph McIntyre
Chairperson, Negotiations Committee



Thomas A. Gratton, President BHPEA

BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT

REQUEST FOR TEMPORARY LEAVE

TO: Central Office (Principal)

- _____ Highland
- _____ Timber Creek
- _____ Triton
- _____ District

FROM: _____ (please print)

PLEASE SELECT ONE:

- _____ Personal Leave
- _____ Bereavement Leave - Relationship to Deceased _____
- _____ Jury Duty – Submit a copy of Court documentation verifying each day of jury duty service.
- _____ Vacation – (Administrators and Support Staff only)
- _____ Cancellation of Leave Requested _____

Date(s) Requested: _____ ½ day Periods to be covered: _____

EXPLANATION: *Please certify that the reason for leave is an urgent personal matter which cannot be reasonably met during non-school hours. Personal leave may not be granted for days which fall immediately prior to or immediately after a school closing date.*

_____ Date Submitted _____ Signature

Approval has been granted for you to be absent from your assigned duties on the date(s) requested. If your plans change, please notify our substitute service (or your support staff supervisor) so the substitute can be cancelled or rescheduled. Also notify Central Office, via this form, so we can adjust our records.

PLEASE DO NOT WRITE IN THE SPACE BELOW – FOR OFFICE USE ONLY

COVERAGE: _____ Request External _____ Will Arrange Internal _____ No Coverage

 Supervisor's approval (signature) / date
 (Maintenance and/or Cafeteria **ONLY**)

 Principal's Approval (signature) / date

 District Office Approval (signature) / date

Approved: _____ With Pay: _____
 Not Approved: _____ Without Pay: _____

REQUEST FOR PROFESSIONAL DEVELOPMENT PROGRAM

To: Central Office (via Supervisor and School Principal) _____ Highland
From: _____ (please print) _____ Timber Creek
_____ Triton
_____ District

PLEASE SELECT ONE:

- Professional Development – During School Hours (pursuant to Agreement)
- Professional Development – Outside School Hours
- School Business

Date(s) Requested: _____ Periods to be covered: _____

Did you mail, FAX or e-mail your registration: (please circle): YES NO

EXPLANATION: Please include the title, sponsor, and location of the program.
***Form PD1-B (on reverse side) must be completed in its entirety before approval will be considered.**

_____ Date Submitted _____ Signature

PLEASE DO NOT WRITE IN THE SPACE BELOW – FOR OFFICE USE ONLY

Are expenses in accordance with Departmental Plan? Yes _____ No _____

COVERAGE: _____ Request External _____ Will Arrange Internal _____ No Coverage Needed

Supervisor's Approval (signature)/date Principal's Approval (signature)/date

District Office Approval (signature)/date Approved: _____ Not Approved: _____

Board of Education Approval Date: _____ **PO#** _____

SCHEDULE B-1

PROFESSIONAL DEVELOPMENT/SCHOOL BUSINESS DESCRIPTION

In accordance with revisions to *School District Accountability (A-5/18A:53)* as set forth by the State of New Jersey effective March 16, 2007, all *Professional Development/School Business Forms (Form# PD1-A)* must be accompanied by a *Professional Development/School Business Description Form (Form# PD1-B)*. Each Professional Development/School Business request will require advance approval by the Board of Education. Therefore, failure to submit the above mentioned forms at least 60 days prior to the event will result in denial of your request.

Event Date(s): _____

Event Description: _____

Reason for Attending: _____

Location: _____

Will event require an overnight stay? Yes _____ No _____

If yes, cost of accommodations: _____

Means of Travel (car, train, plane, etc): _____

If traveling by car, estimated maximum mileage: _____

If other than car, cost of travel: _____

Registration fee: _____

Are meals included in registration fee (overnight stay only)? Yes _____ No _____

If no, projected cost of meals: _____

***Copies of all supporting documentation must be submitted along with forms PD1-A and PD1-B.**

**APPROVED PROFESSIONAL DEVELOPMENT
SUMMARY REPORT**

To: Central Office (via Supervisor and School Principal) _____ Highland
From: _____ (please print) _____ Timber Creek
_____ Triton
_____ District

Event Date(s): _____ Start/End Time: _____

Event Sponsor & Title: _____

Event Location: _____

Means of Travel: Car Train Plane Other

If other, please explain: _____

Board of Education Approval Date: _____

Key Issues Presented: _____

EXPLANATION: Please explain the relevance of this event toward improving instruction and/or operation of the school district. (If additional space is required, please use reverse side).

Date Submitted

Signature

***This form must be completed and submitted with all Requests for Reimbursement.
Please attach all receipts, mileage log and other applicable supporting documentation.**

Approved for Reimbursement by: _____ Date: _____

DEFINITION OF CLASSES

- CLASS A** Applies to a teacher who does not hold a Bachelor's Degree or equivalent.
- CLASS B** Applies to a teacher who holds a Bachelor's Degree.
- CLASS B15** Applies to a teacher who holds a Bachelor's Degree plus 15 graduate credits.
- CLASS B30** Applies to a teacher who holds a Bachelor's Degree plus 30 graduate credits.
- CLASS M** Applies to a teacher who holds a Master's Degree in the subject area for which employed.
- CLASS M15** Applies to a teacher who holds a Master's Degree plus 15 additional graduate credits.
- CLASS M30** Applies to a teacher who holds a Master's Degree plus 30 additional graduate credits.
- CLASS D** Applies to a teacher who holds a Doctor's Degree in the area for which employed.

DEFINITION OF TERMS

EMPLOYMENT INCREMENT

Shall mean an annual increment granted to a teacher for one year of employment.

MASTER'S DEGREE OR ITS EQUIVALENT

Shall mean a Master's Degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes, or proof of the satisfactory completion of 30 additional semester hours in graduate courses beyond the course requirements for the Bachelor's Degree in any college or university whose graduate courses for the Master's Degree are acceptable to the State Board of Examiners for certification purposes.

DOCTORS' DEGREE

Shall mean a Doctor's Degree conferred by a college or university whose courses for such degree are acceptable to the State Board of Examiners for certification purposes.

YEAR OF EMPLOYMENT

Shall mean employment by a teacher for one academic year in any publicly owned and operated school or other institution of learning in this State or territory of the United States.

SCHOOL YEAR

Shall mean the period beginning September 1 of each year and ending June 30 of the following year.

FULL TIME

Shall mean the number of days of employment in each week and the period of time in each day required by the State Board of Education under rules and regulations prescribed to qualify any person as a full time teacher.

DEFINITION OF TERMS (continued)

MILITARY SERVICE CREDIT

Every teacher who has served in active military service after July 1, 1940, shall receive credit for same. Maximum credit for military service shall be four years. Military service is further interpreted as follows:

1. A school year, September 1 to June 30, shall be considered as one full year.
2. Time outside of the academic school year must be based upon full calendar years to receive full credit.

Credit that is to apply must be substantiated by presentation of the Honorable Discharge and the Report of Separation from the Armed Forces of the United States. These must be recorded in the Office of Superintendent prior to September 1 of the initial employment year.

EXPERIENCE CREDIT

Credit for other years of employment may be granted in determining initial salary upon employment.

RULES GOVERNING GRANTING OF INCREMENTS

- A. To receive a full increment, a teacher must have given satisfactory service, in the opinion of the superintendent, subject to approval of the Board.
- B. To be eligible for a full increment, a teacher must have been a regularly employed teacher of the Board during the previous year for at least 100 school days.
- C. The Board reserves the right for inefficiency and other good cause to decrease or omit the increment of any teacher for any year.
- D. Upon failure of the Board to grant an increment to any teacher, such increment shall be deemed to have lapsed. At its discretion, upon recommendation of the superintendent, the Board may restore an increment previously withheld.

**BHPEA Proposed
Salary Guides**

2009 - 2010

Step	Year of Teaching	Years Completed	B	425 B15	850 B30	1800 M	2550 M15	3400 M30	4350 D
1	1st	0	48,008	48,433	48,858	49,808	50,558	51,408	52,358
2	2nd	1	48,208	48,633	49,058	50,008	50,758	51,608	52,558
3	3rd	2	48,408	48,833	49,258	50,208	50,958	51,808	52,758
4	4th	3	48,608	49,033	49,458	50,408	51,158	52,008	52,958
5	5th	4	48,908	49,333	49,758	50,708	51,458	52,308	53,258
6	6th-7th	5-6	49,308	49,733	50,158	51,108	51,858	52,708	53,658
7	8th	7	49,808	50,233	50,658	51,608	52,358	53,208	54,158
8	9th	8	50,387	50,812	51,237	52,187	52,937	53,787	54,737
9	10th	9	51,313	51,738	52,163	53,113	53,863	54,713	55,663
10	11th	10	54,260	54,685	55,110	56,060	56,810	57,660	58,610
11	12th-13th	11-12	57,512	57,937	58,362	59,312	60,062	60,912	61,862
12	14th-15th	13-14	62,501	62,926	63,351	64,301	65,051	65,901	66,851
13	16th	15	68,001	68,426	68,851	69,801	70,551	71,401	72,351
14	17th	16	73,164	73,589	74,014	74,964	75,714	76,564	77,514
15	18th+	17+	79,101	79,526	79,951	80,901	81,651	82,501	83,451

2010 - 2011

Step	Year of Teaching	Years Completed	B	425 B15	850 B30	1800 M	2550 M15	3400 M30	4350 D
1	1st	0	49,358	49,783	50,208	51,158	51,908	52,758	53,708
2	2nd	1	49,558	49,983	50,408	51,358	52,108	52,958	53,908
3	3rd	2	49,758	50,183	50,608	51,558	52,308	53,158	54,108
4	4th	3	49,958	50,383	50,808	51,758	52,508	53,358	54,308
5	5th	4	50,258	50,683	51,108	52,058	52,808	53,658	54,608
6	6th	5	50,558	50,983	51,408	52,358	53,108	53,958	54,908
7	7th-8th	6-7	51,158	51,583	52,008	52,958	53,708	54,558	55,508
8	9th	8	51,658	52,083	52,508	53,458	54,208	55,058	56,008
9	10th	9	52,657	53,082	53,507	54,457	55,207	56,057	57,007
10	11th	10	56,263	56,688	57,113	58,063	58,813	59,663	60,613
11	12th	11	60,060	60,485	60,910	61,860	62,610	63,460	64,410
12	13th-14th	12-13	64,652	65,077	65,502	66,452	67,202	68,052	69,002
13	15th-16th	14-15	69,651	70,076	70,501	71,451	72,201	73,051	74,001
14	17th	16	75,051	75,476	75,901	76,851	77,601	78,451	79,401
15	18th+	17+	80,651	81,076	81,501	82,451	83,201	84,051	85,001

2011 - 2012

Step	Year of Teaching	Years Completed	B	525 B15	950 B30	1800 M	2650 M15	3500 M30	4350 D
1	1st	0	50,808	51,333	51,758	52,608	53,458	54,308	55,158
2	2nd	1	51,008	51,533	51,958	52,808	53,658	54,508	55,358
3	3rd	2	51,208	51,733	52,158	53,008	53,858	54,708	55,558
4	4th	3	51,408	51,933	52,358	53,208	54,058	54,908	55,758
5	5th	4	51,608	52,133	52,558	53,408	54,258	55,108	55,958
6	6th	5	52,008	52,533	52,958	53,808	54,658	55,508	56,358
7	7th	6	52,608	53,133	53,558	54,408	55,258	56,108	56,958
8	8th-9th	7-8	53,358	53,883	54,308	55,158	56,008	56,858	57,708
9	10th	9	53,858	54,383	54,808	55,658	56,508	57,358	58,208
10	11th	10	56,907	57,432	57,857	58,707	59,557	60,407	61,257
11	12th	11	61,713	62,238	62,663	63,513	64,363	65,213	66,063
12	13th	12	66,710	67,235	67,660	68,510	69,360	70,210	71,060
13	14th-15th	13-14	71,602	72,127	72,552	73,402	74,252	75,102	75,952
14	16th-17th	15-16	76,601	77,126	77,551	78,401	79,251	80,101	80,951
15	18th+	17+	82,201	82,726	83,151	84,001	84,851	85,701	86,551

SCHEDULE E**COCURRICULAR SALARY GUIDE**

Except where noted, the rate below shall be multiplied by the salary designated as Step Four of the Class B Salary Guide appearing as Schedule D of this Agreement, to arrive at the cocurricular stipend.

COACHING, ATHLETICS	POSITIONS	RATE
Fall Cheerleading	Head Coach	0.05180
	Junior Varsity Assistant Coach	0.05000
	Freshman Assistant Coach	0.05000
Winter Cheerleading	Head Coach	0.08550
	Junior Varsity Assistant Coach	0.08120
	Freshman Assistant Coach	0.08120
Cross-Country	Head Coach	0.07060
	Junior Varsity Assistant Coach	0.05000
Fall Tennis	Head Coach	0.07060
	Varsity Assistant Coach	0.05000
	Junior Varsity Assistant Coach	0.05000
Football	Head Coach	0.15970
	Varsity Assistant Coach	0.10650
	Junior Varsity Assistant Coach	0.10650
	Freshman Assistant Coach	0.10650
Field Hockey	Head Coach	0.10200
	Junior Varsity Assistant Coach	0.06800
Soccer	Head Coach	0.10200
	Varsity Assistant Coach	0.06800
	Junior Varsity Assistant Coach	0.06800
Swimming	Head Coach	0.10200
	Varsity Assistant Coach	0.06800
Basketball	Head Coach	0.15100
	Junior Varsity Assistant Coach	0.10070
	Freshman Assistant Coach	0.10070
Wrestling	Head Coach	0.15100
	Varsity Assistant Coach	0.10070
	Junior Varsity Assistant Coach	0.10070
Spring Tennis	Head Coach	0.07910
	Junior Varsity Assistant Coach	0.05270
Softball and Baseball	Head Coach	0.11050
	Varsity Assistant Coach	0.07370

SCHEDULE E**COCURRICULAR SALARY GUIDE**

COACHING, ATHLETICS	POSITIONS	RATE
Softball and Baseball	Junior Varsity Assistant Coach	0.07370
	Freshman Assistant Coach	0.07370
Golf	Head Coach	0.07910
Boys' and Girls' Track	Head Coach	0.11400
	Varsity Assistant Coach	0.07600
Winter Track	Head Coach	0.06250
	Varsity Assistant Coach	0.05000
OTHER ATHLETICS		RATE
Ticket Sellers and Ticket Takers per game		0.00150
Photographers and Timers per game		0.00150
Game Supervision per game		0.00150
Nurse per game		0.00225
Nurse for Fall Sports Medicals per day		0.00550

SCHEDULE E

COCURRICULAR SALARY GUIDE

OTHER ACTIVITIES

ACTIVITY	RATE	ACTIVITY	RATE		
Newspaper Supervisor	0.07500	CLUB ADVISORS All Chartered and Approved clubs News Team Club World of Difference Advisor	0.02000 0.03000 0.06380		
Yearbook Literary Advisor	0.09080				
Yearbook Business Advisor	0.07000				
Yearbook Assistant Literary	0.05500				
School Public Information	0.05800				
District Public Information	0.08800				
Director of Musical	0.09000	Administrative Detention (per hour)	0.00080		
Assistant Director; Musical	0.06000	Strength and Conditioning Summer Fall Winter Spring	0.04047 0.07765 0.08368 0.06071		
Musical Assistants	0.04230				
Stage Crew Supervisor	0.08000				
Coordinator of Dramatics	0.03000				
One-Act Play Director	0.02550				
Fall Drama Production Advisor	\$1,550				
Assistant Director, Fall Production	0.02000				
National Honor Society Advisor	0.02550	Full Trainer	0.14350		
Student Council Advisor	0.06380	Choir Director Chorale Director Marching Band Director Assistant Marching Band Director Marching Band Assistants Summer Band Assistants Jazz Band/Ensemble Director	0.06000 0.03000 0.10000 0.06000 0.04000 0.01600 0.03000		
Assistant Student Council Advisor	0.02000				
Service Club Advisor	0.04590				
D.E.C.A. Advisor	0.03500				
F.B.L.A. Advisor	0.03500				
FCCLA (FCS) Advisor	0.03500				
School Activities Treasurer	0.09000			Class Advisors	0.05540
Peer Mediation Coordinator	\$1,000			Early Morning Supervisors	0.04200

COCURRICULAR SALARY GUIDE LONGEVITY

1. Coaches and Advisors receiving longevity prior to the 2003-2006 contract shall continue to do so but at their 2002-2003 longevity rate. No additional persons shall be eligible for this compensation. In addition, coaches and advisors not part of the Association shall be ineligible for this compensation.