

Contract Agreement
between the
Delaware Valley Regional High School
Board of Education
and the
Delaware Valley Regional
Education Association



2012-2015

TABLE OF CONTENTS

ARTICLE I	Agreement	1
A.	Recognition.....	1
B.	Definitions.....	1
C.	Application.....	1
D.	Amendment or Modification.....	1
E.	Signatories.....	1
ARTICLE II	Negotiating Procedure	1
A.	Negotiation Meetings.....	1
B.	Representatives.....	2
C.	Interim Meetings.....	2
ARTICLE III	Grievance Procedure	2
A.	Definition.....	2
B.	Grievances.....	2
C.	Grievance Procedure.....	2
D.	Publicity.....	3
E.	Miscellaneous.....	3
ARTICLE IV	Association Rights and Privileges	4
A.	Information.....	4
B.	Office Space.....	4
C.	Association Payroll Dues Deduction.....	4
D.	Representation Fee.....	4
E.	Local State and National Services.....	5
F.	Personal.....	5
G.	Academic Freedom.....	5
H.	Employment Notification.....	6
I.	Notification of Vacancies.....	6
ARTICLE V	Work Year	6
A.	In-School Work Year.....	6
B.	Teacher Work Day.....	6
C.	Teacher Work Load.....	7
D.	Faculty Meetings.....	7
E.	Non-Teaching Duties.....	8
F.	Teacher Assignment.....	8
ARTICLE VI	Aides Work Year and Work Day	8
A.	Aides Work Year.....	8
B.	Aides Work Day.....	8
C.	Instructional Aide as Substitute Teacher.....	9

ARTICLE VII	Custodial Work Year, Work Day, and Work Load	9
A.	Custodial Work Year	9
B.	Custodial Work Day	9
C.	Custodians Work Load	10
ARTICLE VIII	Secretary Work Year, Work Day, and Work Load	11
A.	Secretary Work Year.....	11
B.	Secretary Work Day.....	11
C.	Employment Notification.....	12
ARTICLE IX	Salaries	12
A.	Salary Schedules	12
B.	Co-curricular Activities	12
C.	Sick Leave Conversion at Retirement.....	13
D.	Overtime	13
E.	Athletic Trainer	13
F.	Extra Pay for Extra Services	14
G.	Extra Pay for Class Coverage	14
H.	Extra Pay for Chaperones	14
I.	Home Instruction	14
J.	Mileage Reimbursement	15
K.	N.J.E.A. Convention	15
ARTICLE X	Complaint Procedure	15
A.	Procedural Requirements	15
B.	Meeting with Principal or Immediate Superior	15
C.	Right to Representation.....	15
D.	Procedure	15
ARTICLE XI	Temporary Leaves of Absence	16
ARTICLE XII	Extended Leaves of Absences	16
A.	Program Specific.....	16
B.	Military Leave.....	16
C.	Maternity Leave	17
D.	Child Rearing Leave	17
E.	Sabbatical Leaves.....	18
ARTICLE XIII	Sick Leave	19
A.	Personal Illness	19
B.	Sick Leave Accumulated in Another District	19
C.	Quarantine.....	19
D.	Family Illness Day	19
E.	Twelve (12) Month Employee Accrual	19
ARTICLE XIV	Sick Leave Bank	19

A.	Sick Leave Bank Creation	19
B.	Sick Leave Bank Committee	19
C.	Sick Leave Bank Accrual and Maintenance	19
D.	Sick Leave Bank Usage	20
E.	Members on Leaves of Absence/Sabbaticals.....	20
F.	Decision of Sick Leave Bank Committee	20
ARTICLE XV	Professional Development and Educational Improvement.....	21
A.	Programs	21
1.	Pay and Expenses for Required Training.....	21
2.	Voluntary Professional Growth and Development	21
3.	C.E.U. Credits	22
4.	Summer program for Professional Development	22
5.	Innovation Grants.....	23
ARTICLE XVI	Employee Benefits	23
A.	Health Care Coverage	23
B.	Vision Care Coverage	23
C.	Dental Care Coverage	24
D.	Flexible Spending Account.....	24
ARTICLE XVII	Protection of Teachers, Students and Property	24
A.	Unsafe and Hazardous Conditions.....	24
B.	Action before Board or Commissioner	24
C.	Assault.....	24
D.	Reporting Assaults	25
ARTICLE XVIII	Miscellaneous Provisions	25
A.	Administrative Lateness.....	25
B.	Administrative Guide	25
C.	Board Policy.....	26
D.	Savings Clause	26
E.	Separability	26
F.	Compliance Between Individual Contract and Master Agreement	26
G.	Printing Agreement.....	26
H.	Notice.....	27
ARTICLE XIX	Duration	27
APPENDIX A	Grievance Form	28
APPENDIX B	2012-2013 Teachers Salary Guide	30
APPENDIX C	2013-2014 Teachers Salary Guide	31
APPENDIX D	2014-2015 Teachers Salary Guide	32
APPENDIX E	Teachers' Placement Chart.....	33
APPENDIX F	Aides Salary Guide	34

APPENDIX G	Aides Placement Chart	35
APPENDIX H	Custodians' Salary Guide	36
APPENDIX I	Custodian Placement Chart	37
APPENDIX J	Secretaries' Salary Guide	38
APPENDIX K	Secretaries Placement Chart	39
APPENDIX L	Area Coordinators Salary Guide	40
APPENDIX M	Schedule B Assignments and Stipends	41

ARTICLE I: Agreement

A. Recognition:

The Delaware Valley Regional High School Board of Education, hereafter referred to as the Board, recognizes the Delaware Valley Regional Education Association, hereafter called the Association, as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all employees listed below, whether under contract, on leave, or on per diem, or to be employed by the Board:

Teachers	Custodians	Athletic Trainers
School Nurse	Aides	Area Coordinators
Librarian	Social Worker	
Guidance Counselors	L.D.T.C.	
Secretaries	Psychologist	
Speech Therapist		

B. Definitions:

Unless otherwise indicated, the term “teacher” as used in this Agreement shall refer to all those but only those Board employees specified in Section A, and whether male or female, exclusive of custodians, secretaries, and aides.

C. Application:

This Agreement or any subsequent negotiated Agreements shall apply to all personnel as defined in Section A (Recognition).

D. Amendment or Modification:

This Agreement shall not be amended or modified during its term except by negotiation resulting in an Appendix document, ratified by the Board, by secret ballot of the Association, and signed by both parties.

E. Signatories:

The Agreement shall be signed by the President and Secretary of both parties.

ARTICLE II: Negotiating Procedure

A. Negotiation Meetings:

The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-1 et. seq. Public Laws of the State of New Jersey in a good faith effort to reach agreement concerning terms and conditions of teachers employment. Such negotiations shall begin in accordance with PERC rules.

B. Representatives:

Each party shall select its own representative to the negotiations meetings, and neither shall have any control or influence over selection of the representatives of the other.

The representatives shall be empowered to discuss all terms of the agreement, make proposals, and counter proposals, and indicate acceptability of tentative agreements. The final agreement shall be subject to ratification by the Board and the Association.

C. Interim Meetings:

If an interim meeting relating to the Agreement is required, the requesting party shall submit to the other, at least three days prior to the proposed meeting, a written agenda listing matters to be discussed. Both parties shall mutually determine the date of the meeting, which shall be held not later than fourteen (14) days following the request.

The interim meeting shall not infringe upon or bypass the established grievance procedure as defined in Article III.

ARTICLE III: Grievance Procedure

A. Definition:

A grievance shall be defined as a complaint by an employee or group of employees as defined in Article I, Section A, or the Association relating to an alleged violation or variation from the terms of this Agreement.

B. Grievances:

Any individual member or the Association shall have the right to appeal any violation, interpretation and application or policies in this Agreement and administrative decisions affecting him/her through administrative channels. He/She shall have the right to present his/her own appeal or designate representatives of the Delaware Valley Education Association to appear with him/her or for him/her at Steps One and Two. At Steps Three and Four, he/she may appear with anyone of his/her own choosing provided a representative of the Association is present.

C. Grievance Procedure:

The term “school days” in the steps of this procedure shall mean business office work days for non-teacher employees and for all employees during the summer.

Step One Any employee listed in Article I. Section A, who has a grievance shall, within seven (7) school days, discuss it first with his/her Principal or immediate supervisor in an attempt to resolve the matter informally at that level, and having the grievance adjusted without intervention of the Association, provided this adjustment is not inconsistent with terms of this Agreement.

Step Two If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her complaint in writing to the Principal or immediate supervisor stating the nature of the grievance, the article and section of the Agreement allegedly violated, and the possible remedy. The Principal or immediate supervisor shall communicate his/her decision with reasons to the employee in writing within five (5) school days of receipt of the written complaint.

Step Three If, as a result of Step Two, the matter is not resolved to the satisfaction of the employee within five (5) school days, the grievance shall be submitted to the Superintendent. The Superintendent shall communicate his/her decision with reasons to the employee in writing within five (5) school days of receipt of the written complaint.

Step Four If the grievance is not resolved to the Association's satisfaction, it may request a review by the Board of Education within fifteen (15) school days. The request shall be submitted in writing through the Board Secretary who shall attach all related papers and forward the request to the Board of Education. The Board or a committee thereof, shall review the grievance, hold a hearing with the employee and/or his/her representative if requested and render a decision with reasons in writing within thirty (30) calendar days.

Step Five Any grievance not resolved to the satisfaction of the employee after review by the Board of Education may within fifteen (15) days after Step Four with the consent of the Association, at the request of the employee, be submitted to arbitration. Thereafter the parties shall be bound by the rules of the Public Employment Relations Commission (PERC).

The arbitrator shall be limited to the issue submitted and shall consider nothing else. The arbitrator can neither add anything to nor subtract anything from the expressed wording of the Agreement between the parties. Both parties shall be bound by the decision of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

D. Publicity:

If any party, including an individual employee, elects to follow the grievance procedure, neither he/she nor any other party to the grievance will discuss or reveal any of the details to the news media, the public, students or anyone not involved in the specific grievance.

E. Miscellaneous:

1. The time limits specified for the grievance steps may be extended by mutual consent of the parties involved.
2. Failure by the employee to meet time limits shall terminate the grievance. Failure by the employer to meet the time limits shall move the grievance to the next step.

3. By following the grievance procedure, the Board or the school administration relinquishes none of its legal prerogatives.
4. The grievant has no right to refuse or disobey an administrative directive on the grounds that he/she has instituted a grievance.
5. The right of a grievant to appeal a decision to the Commissioner of Education or a higher tribunal shall not be denied by the Board. However, if an appeal is made by any party, written notice shall be given to all concerned within fourteen (14) days.

ARTICLE IV: Association Rights and Privileges

A. Information:

The Board agrees to furnish to the Association in response to reasonable requests information that can be made public.

The Association President shall have no assigned duties before the first class period of each day.

B. Office Space:

Office space will be provided to the Association and a telephone will be installed and paid for at Association expense.

C. Association Payroll Dues Deduction:

The Association shall certify to the Board, in writing, the current rate of its membership dues. Any association, which shall change the rate of its membership dues, shall give the Board written notice prior to the effective date of such change.

D. Representation Fee:

Upon receipt of written authorization from the Association, the Board shall deduct a representation fee from the wages of each employee who is not a member of the Association and shall remit the moneys collected to the Association once each month, not later than the 15th of the month.

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

Effective July 1, 2003, any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within 30 days thereafter, any new employee who does not join within 30 days of initial employment within the unit and any employee previously employed within the unit who does not join within 10 days of re-entry into employment within the unit shall as a condition of employment pay a representation fee to the Association by automatic payroll deduction.

The representation fee shall be in the amount permitted by law as certified to the Board by the Association. The Association will certify to the Board prior to the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments and does not include an amount of dues, fees and assessments that are expended (1) for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or (2) applied toward the cost of benefits available only to members of the Association.

The Association may revise its certification of the amount of the representation fee prior to the start of each membership year to reflect changes in the Association membership dues, fees and assessments.

For the purposes of this provision, employees who are re-appointed from year to year shall be considered to be in continuous employment.

The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:15A-5.4 (2) (c) and (3) (L1979.C.477), and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions. The Association shall provide evidence of the existence of this system to the Board and to all non-Association members before any deductions are made.

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

E. Local, State and National Services:

The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorized the Board to deduct and to transmit the monies promptly to such Association or associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and appropriate association.

F. Personal Freedom:

The personal life of a teacher is not appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his/her assigned functions during the work day.

G. Academic Freedom:

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Delaware Valley Regional School District, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

1. Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously or otherwise controversial material, provided only that said material is relevant to the course content.
2. Personal Opinion: In performing their teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions in all matters relevant to the course content, provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration, or the Board.

H. Employment Notification:

Employees shall be notified of their contract and salary status for the ensuing year no later than May 15th.

I. Notification of Vacancies

No later than April 30 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year. Additions or deletions to this list should be posted as soon as possible.

ARTICLE V: Teacher Work Year, Work Day, and Work Load

A. Teacher Work Year:

1. The in-school work year for teachers employed on a ten (10) month basis shall be the calendar established by the Board.
2. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
3. The calendar shall include a minimum school day on December 23 when that date is the last student/teacher day before Christmas. The last student/teacher day before Christmas shall be a full-length day when it is scheduled prior to December 23.

The calendar shall also include minimum school days for students and teachers on the last teacher days prior to Thanksgiving and Easter.

4. The in-school work year shall consist of 181 student/teacher days and four (4) additional teacher-only/in-service days. New teachers shall be required to attend two (2) additional days of orientation at the start of the school year.

B. Teacher Work Day:

1. The total in-school work day shall consist of not more than seven (7) hours and fifteen (15) minutes, which shall include a duty-free lunch period.

2. All teachers shall be at their designated stations at the Warning Bell. The instructional day, including class periods, passing time, and lunch will be 6 hours and 49 minutes.
3. Teachers shall be in attendance on full day in-service days on a schedule developed by the Superintendent in consultation with the Association.
4. On days when students are dismissed early for the purpose of scheduling teacher in-service, teachers shall be in attendance until the regular teacher departure time.
5. On the last student day, teachers may be dismissed, with the permission of the Principal, no sooner than twenty (20) minutes after the close of the pupils' school day or when obligations are met after the pupil departure time, but not later than the regular teacher departure time.
6. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day; however, teachers may be required to stay until the last regular bus departs.

C. Teacher Work Load:

1. The daily teaching load in the school shall normally be six (6) forty-four (44) minute periods based on an eight (8) period day, equaling a total daily teaching load of two hundred sixty-four (264) minutes.

The Board reserves the right to implement alternative scheduling, with consultation from the Association within the daily teaching load of two hundred sixty-four (264) minutes.

An exception to this Article can be made with the agreement of the teacher, Association, and the Board; in this case an extra five thousand four hundred thirty dollars (\$5,430) will be paid if assigned to a seventh period academic course and one thousand three hundred dollars (\$1300) if assigned to supervise an independent study for each period, to be prorated based on the number of marking periods in which the seventh class occurs. Volunteers will be sought when a representative of the Association is present.

2. Guidance personnel, Child Study Team members, librarians, and nurses are excluded from the six (6) periods limitation in Article V.C.

D. Faculty Meetings:

Teachers will be required to attend one (1) faculty meeting per month. Faculty meetings will be scheduled on the same day of the week for the entire school year. The particular day of the week will be announced by the administration at the beginning of the school year. Faculty meetings may be scheduled on days other than the specified day in case of emergency such as riots, calamities, and other acts of God. Faculty meetings may last as late as 45 minutes past the regular teacher dismissal time.

E. Non-Teaching Duties:

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

F. Teacher Assignment:

1. Date for presently employed teachers: All teachers shall be given written notice of their schedules, class and /or subject assignments, building assignments and room assignments for the forthcoming year no later than August 15. A list of said schedules and assignments shall be simultaneously sent to the Association.
2. New Teachers: The Superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as practicable.
3. Revisions: In the event that changes in such schedules, class and/or subject assignments or room assignments are proposed after August 15, any teacher affected shall be notified promptly in writing.

ARTICLE VI: Aides Work Year and Work Day

A. Aides Work Year:

1. Aides, other than new personnel who may be required to attend an additional two (2) days of orientation, shall be required to work 183 days.
2. The in-school work year for aides employed on a ten (10) month basis shall be the calendar established by the Board.
3. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which aide attendance is required.
4. Aides shall work the same minimum school days as teachers as outlined in Article V.A.3. Here, a "minimum school day" is defined as a teacher half-day.

B. Aides Work Day:

1. Maximum of eight (8) hours per day inclusive of a lunch and two (2) fifteen (15) minute breaks.
2. Starting and ending time shall be defined by the supervisor.
3. Dismissal on inclement weather or emergency days shall be on the same schedule as teachers, except for bus aides who will perform their regular duties.

C. Instructional Aide as Substitute Teacher:

When an aide is assigned to serve as a substitute, he/she shall receive either the regular aide rate or the substitute rate, whichever is higher.

ARTICLE VII: Custodial Work Year, Work Day, and Work Load

A. Custodial Work Year:

1. Custodians shall be employed on a twelve (12) month basis
2. Christmas Eve and New Year's Eve shall be holidays for custodians except that one custodian with a black seal license shall be on duty during assigned hours. That custodian shall receive overtime payment at the rate of one and one-half (1 1/2) hour for each hour of duty.
3. If Martin Luther King, Jr. Day is a workday for teachers, custodians shall work their normal shifts. If Martin Luther King, Jr. Day is a holiday for teachers, at least two custodians, at least one of which shall possess a black seal license, shall report for duty as needed, on a rotating basis as assigned by the custodian supervisor. That custodian shall receive overtime payment at the rate of one and one-half (1 1/2) hour for each hour of duty.
4. Vacation for Custodians:
 - a. After the completion of one (1) through five (5) years of service each custodian will receive two (2) weeks vacation.
 - b. After the completion of six (6) through fourteen (14) years of service each custodian will receive three (3) weeks vacation.
 - c. After the completion of fifteen (15) years of service each custodian will receive four (4) weeks vacation.
 - d. Vacation days shall be earned during the year and accrue for use by the employee on July 1st of the following year.

B. Custodial Work Day:

1. Eight (8) hours inclusive of a lunch and two (2) fifteen (15) minute breaks. Employees shall remain on the premises during their paid lunch and breaks.
2. Starting and ending time for each custodian's work shift shall be defined by the supervisor.
3. The starting and ending time for each custodian's work shift shall be posted by September 1st. Work shifts will only be changed on a permanent basis with two weeks notice. Temporary modification of work shifts shall not be permitted.

4. In the absence of a volunteer, overtime work shall be distributed on a rotating seniority basis with seventy-two (72) hours notice given to the affected employees(s). Employees assigned to overtime may obtain coverage for a scheduled overtime shift without prejudice with notification to the Buildings and Grounds Supervisor. Vacation days and holidays count as days worked toward the forty (40) hours, but personal days, sick days, funeral days, or other paid absence from work will not count as days worked in the computation of overtime.
5. In the event of an emergency call-in after an employee completes his or her work shift and leaves the premises, the employee will be guaranteed a minimum of one (1) hour work at one and one-half (1½) times the regular hourly rate of pay. Successive call-ins within the one (1) hour period will not be compensated unless the employee's time on the job extends beyond the conclusion of the one (1) hour period.
6. Inclement Weather:

On days when student attendance is not required due to inclement weather custodians shall report to work as directed by the Business Administrator.

C. Custodial Work Load:

1. For regular full time custodial personnel required to work in inclement weather conditions the Board will furnish a full set of foul weather clothing as follows:
 - a. Personnel must sign for and be responsible for the articles issued to them.
 - b. Personnel must reimburse the Board for lost articles and/or for articles damaged through negligence or misuse.
 - c. To obtain a replacement, the damaged or worn out set must be turned in. If all or any part of the foul weather clothing is not turned in, the employee is to pay for the replacement with the Board retaining ownership of the item.
 - d. Upon termination of employment, employees are to return all articles issued and signed for. The employees shall be financially liable for the inclement weather clothing or any part thereof not returned.
2. All custodians must obtain a minimum of a Black Seal license within two (2) years of hire. The Board will reimburse the tuition cost for one (1) Black Seal License course upon successful completion of the course as well as reimburse employees for the cost of license renewal.
3. Custodial Uniforms:
 - a. The Board will supply each custodian with at least three (3) weekly sets of uniforms including long sleeve shirts or blouses, short sleeve shirts or blouses, and pants or skirts.

- b. The Board will reimburse each custodian up to one hundred-fifty dollars (\$150.00) per year towards the purchase of insulated work shoes.
4. No custodian shall be required to clean boilers.
5. Any custodian who voluntarily gets a Hepatitis B Vaccine shall be reimbursed the cost of the vaccination.

ARTICLE VIII: Secretary Work Year, Work Day, and Work Load

A. Secretary Work Year:

Ten (10) Month Secretaries

The in-school work year for secretaries employed on a ten (10) month basis shall be September 1 – June 30.

B. Secretary Work Day:

1. Eight (8) hours inclusive of a lunch and two (2) fifteen (15) minute breaks.
2. Starting and ending time as defined by the supervisor.
3. Summer hours will be posted the following Monday after the end of the teacher work year. Summer hours will be in effect July 1 – August 31. Summer hours shall be Monday to Thursday, 8 AM to 4 PM, inclusive of a thirty (30) minute lunch.
4. Attendance shall not be required whenever student attendance is not required due to inclement weather for all employees. On days of early dismissal due to inclement weather or emergencies, secretaries shall be dismissed no later than thirty (30) minutes after the teacher staff.
5. On early student dismissal days preceding holidays all secretaries except one (1) may leave the building thirty (30) minutes after teachers are permitted to leave the building. The one (1) secretary will remain on duty until the normal departure time. Secretaries will be assigned to remain on duty on a rotating basis.
6. Vacation for Twelve Month Secretaries:
 - a. After the completion of one (1) through five (5) years of service each secretary will receive two (2) weeks vacation.
 - b. After the completion of six (6) through fourteen (14) years of service each secretary will receive three (3) weeks vacation.
 - c. After the completion of fifteen (15) years of service each secretary will receive four (4) weeks vacation.

- d. Vacation days shall be earned during the year and accrue for use by the employee on July 1st of the following year.
7. Ten (10) month secretaries shall be eligible for three (3) vacation days per year to be scheduled with permission from the secretary's immediate supervisor.
8. Holidays for secretaries will be the same as teaching staff, plus they shall receive July 4th and Labor Day, except that each secretary shall be required to work one day per year either over Christmas or Easter recess.

C. Employment Notification:

Secretaries shall be given written notice of their job description for the forthcoming year no later than August 1st.

ARTICLE IX: Salaries

A. Salary Schedules:

1. The salary of each employee covered by this Agreement is set forth in appendixes that are attached hereto and made a part hereof for the 2012-2013, 2013-2014 and 2014-2015 school years.
2. Ten (10) Month: Each teacher employed on a ten (10) month basis shall receive his/her pay in twenty (20) equal semi-monthly installments. The fifteenth and thirtieth of each month are designated as payday. Twelve (12) month employees shall be paid on the fifteenth and thirtieth of each month. The second payday in the month of February shall be the last day of the month of February. Custodians working night shift shall be paid during their shift immediately preceding the fifteenth and last day of each month.
3. Exceptions: When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
4. Final Pay: Ten month employees shall receive their final pay on the last working day in June.
5. Summer Pay: Ten (10) month employees may individually elect to have ten percent (10%) of their monthly salary deducted from each paycheck by filing the form provided by the administration by September 5 of the school year. These funds plus any accumulated interest shall be paid to the employee in two (2) equal installments on July 15 and August 15.
6. The employee's per diem rate of pay shall be calculated based upon one hundred eighty-five (185) days for ten (10) month employees and two hundred sixty (260) days for twelve month employees.

B. Co-curricular Activities:

1. Co-curricular activities are listed in Schedule B.

2. Appointments to these duties are on a yearly basis, without tenure.
3. Appointments shall be recommended by the Administration and approved by the Board.

C. Sick Leave Conversion at Retirement:

1. Employees who retire and qualify for retirement benefits in accordance with the requirements of the Teachers' Pension and Annuity Fund (TPAF) or Public Employees' Retirement System (PERS) shall be permitted to convert unused accumulated sick leave days into cash at the time of retirement. Days donated to the sick bank specified in Article XIV of the Agreement shall be excluded from this conversion option. Days withdrawn from the sick leave bank shall be deducted from the individual's accumulated sick leave at retirement prior to calculating severance pay.
2. The conversion rate will be one (1) day for each two (2) days of unused accumulated sick leave to a maximum of fifty (50) days per person at the employee's per diem rate for employees with fifteen (15) years of service in the district as of June 30, 1998, or who reach the age of fifty (50) by June 30, 1998. For all other teachers the conversion rates shall be one (1) day for each three (3) days of unused accumulated sick leave to a maximum of fifty (50) days per person at the employee's per diem rate. The maximum payment for employees hired before June 30, 2012 shall be twenty thousand dollars (\$20,000). The maximum payment for employees hired after June 30, 2012 shall be fifteen thousand dollars (\$15,000).
3. The Board agrees to make payment to the estate of any staff member who dies while still in the employ of the Board, according to the formula defined in this section.

D. Overtime:

Employees, excluding teachers, working in excess of forty (40) hours for the week will be paid for all excess hours worked at one and one-half (1 ½) times their regular hourly rate and two (2) times their regular hourly rate if the excess hours occur on Sunday.

E. Athletic Trainer:

A certified athletic trainer shall report for work at noon when school is in session and remain on duty as long as his/her services are needed or until the last athletic activity has been completed. The athletic trainer will be assigned as a teacher for no more than one (1) period per day. The teacher/trainer will work as many additional hours per day and days per week as are necessary to complete the trainer responsibilities. The work year for the teacher/trainer shall begin with the first day of fall sports practice and shall end with the last day of the spring sports competition.

The teacher/trainer shall be paid 1.333 times the appropriate step on the teacher salary guide.

F. Extra Pay for Extra Services: (Applies only to teaching staff)

Any teacher who is required to work beyond the regular teacher in-school work year as defined in Article V.A or beyond his/her total in school work day as defined in Article V.B above, shall be compensated at thirty dollars (\$30.00) per hour for 2012-2013, thirty-one dollars (\$31.00) per hour for 2013-2014 and thirty-two dollars (\$32.00) per hour for 2014-2015 with the exception of:

1. Members of the Child Study Team providing pre-approved child study team services beyond the regular teacher in-school work year, during the summer months;
2. Guidance counselors providing pre-approved counseling services beyond the regular teacher in-school work year, during the summer months; and
3. Teaching staff members providing preapproved extended school year services beyond the regular teacher in-school work year, during the summer months, who shall be paid at their prorated hourly rate, which shall be calculated based upon a 185 day school year and a 7.25 hour work day.

G. Extra Pay for Class Coverage: (Applies only to teaching staff)

The practice of using a regular teacher as a substitute, thereby depriving him/her of his/her preparation period is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute.

At the beginning of the year, teachers interested in covering classes will sign-up with the Principal. Otherwise, assignments will be made on a rotating basis.

Volunteers and assigned teachers shall receive thirty dollars (\$30.00) per every one (1) period covered for 2012-2013, thirty-one dollars (\$31.00) per every one (1) period covered for 2013-2014 and thirty-two dollars (\$32.00) per every one (1) period covered for 2014-2015.

H. Extra Pay for Chaperones:

When a staff member listed in the recognition clause agrees to chaperone a student activity beyond the regular contracted work day or Schedule B commitment, the employee will be compensated at a rate of thirty-six dollars (\$36.00) per hour to a maximum of four (4) hours. Activities requiring an overnight stay will be compensated at a flat rate of \$159.00 per night. Employees working at graduation will be granted one-half day compensatory time.

I. Home Instruction:

Home teaching openings shall be posted as they occur. Homebound instruction rate will be forty-five dollars (\$45.00) per hour for 2012-2013, forty-six dollars (\$46.00) per hour

for 2013-2014 and forty-seven dollars (\$47.00) per hour for 2014-2015 with one (1) hour guarantee and reimbursement for mileage.

J. Mileage Reimbursement:

Reimbursement for mileage traveled while on authorized school business shall be at the rate established by the New Jersey Office of Management and Budget for each calendar year.

K. N.J.E.A. Convention:

Each teacher shall be reimbursed at the rate of twenty (\$20.00) dollars per day for a two (2) day period upon receipt of N.J.E.A. convention certification of attendance.

ARTICLE X: Complaint Procedure

A. Procedural Requirements:

Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which does or may influence evaluation of the employee shall be processed according to the procedure outlined below.

B. Meeting with Principal or Immediate Superior:

The Principal or immediate superior shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation:

The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. Procedure:

Step One In the event a complaint is unresolved to the satisfaction of all parties, the complaint shall be submitted in writing to the Principal.

Step Two Upon receipt of the written complaint the Principal or his/her designee shall confer with all parties. The employee shall have the right to be present at all meetings of the Principal or his/her designee and the complainant.

Step Three If the complaint is unresolved, the complaint then goes to the Superintendent.

Step Four If the Superintendent or his/her designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or employee, he/she shall forward the results of this

investigation along with his/her recommendation, in writing, to the Board and a copy to all parties concerned.

Step Five After receipt of the finding and recommendations of Superintendent or his/her designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Principal or his/her designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

ARTICLE XI: Temporary Leaves of Absence

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.
1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the employee's Principal or other immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies). Unused personal days shall convert to sick leave at the end of each school year.
 2. Personal days shall not be permitted on an in-service day.
 3. Up to one (1) day for the purpose of visiting other schools (this paragraph applies only to teaching staff).
 4. Five (5) days absence with pay will be allowed for a critical illness or death of a spouse, parent, child, sibling, grandchild, parent-in-law, brother/sister-in-law, grandparent or any other person whose relationship with the employee may be deemed appropriate by the Superintendent; at least one day but no more than two days for the death of first level extended family members not residing in the employee's household.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XII: Extended Leaves of Absences

- A. A leave of absence without pay of up to two (2) years may be granted by the Board to any teacher who joins the Peace Corps, Vista, National Teachers Corps or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs or has accepted a Fulbright Scholarship.
- B. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

C. Maternity Leave:

The Board shall presume that a pregnant employee is disabled for work thirty (30) calendar days before the anticipated date of childbirth and that she continue to be disabled for thirty (30) calendar days after the end of her pregnancy, except that:

1. a pregnant employee may present a physician's certificate as evidence of her fitness to perform her duties during the period of thirty (30) calendar days before and thirty (30) calendar days after the expected date of birth;
2. a pregnant employee may present a physician's certificate as evidence of inability to perform her duties for a period in excess of thirty (30) calendar days before or thirty (30) calendar days after the expected date of birth; and,
3. the Board may require that additional disability leave be taken given evidence that a pregnant employee's physical condition or capacity is such that continued employment would impair her health. Normal sick leave provisions shall apply under the conditions described in this paragraph.

In cases of interrupted pregnancy or still birth, the disability leave may be terminated by the Board at the teacher's request provided that the teacher's physician certifies to her capability to perform her required duties. When interrupted pregnancy occurs before the onset of maternity leave as defined in paragraph one, normal sick leave provisions shall apply during the term of the disability.

The Board reserves the right to require a leave of absence prior to the period of certified disability leave when necessary to avoid the disruption of a short period of service. In such circumstances, the pregnant employee shall be provided normal sick leave benefits during the certified period of disability.

A pregnant employee who has requested and is granted an unpaid leave of absence that begins before and ends after her certified period of disability forfeits claim to sick leave pay.

D. Child Rearing Leave:

Unpaid leaves of absence relating to childbirth shall be granted by the Board based upon a written request to the Superintendent. Requests shall be limited to continuous periods, which shall end eighteen (18) months after the expected date of birth. The Board may extend or shorten such leave until the nearest convenient break in the educational program in order to preserve the continuity of instruction at its discretion.

An employee who adopts a preschool age child shall be afforded similar leave. Such leave shall be requested to commence upon the receipt of de facto custody of said child, or earlier when necessary to fulfill adoption requirements. The prerogatives reserved to the Board in paragraph one shall also apply in cases of adoption.

A teacher, upon return to employment, shall advance one (1) step on the salary guide provided the teacher was on the payroll for at least ninety-one (91) days during the year the leave commenced.

All benefits to which an employee was entitled at the time the leave of absence commences, including unused accumulated sick leave of absence and credits toward sabbatical eligibility, shall be restored upon the employee's return. The employee shall be assigned to the same position held at the time said leave commences, if available, or, if not, to a substantially equivalent position.

Time spent on said leave shall not count toward fulfillment of the time requirements for tenure.

All applications for extended leaves or extensions or renewals of leaves shall be in writing. If granted, such approval shall be in writing thirty (30) days in advance of request.

Non-tenured teachers cannot claim employment beyond the term of their contract. The Board is under no obligation to extend a non-tenured teacher's leave of absence beyond the contract year for which the employee is employed.

E. Sabbatical Leaves: (Applies only to teaching staff)

Sabbatical leaves may be granted to a teacher by the Board for the purpose of post-graduate academic study appropriate to the teacher's area of employment subject to the following conditions:

1. Leaves shall be granted for one-half (1/2) year at one hundred (100) percent of the salary that the teacher would have received had he/she remained on active duty.
2. To qualify, teachers shall present a program of study, to include a minimum of nine (9) credits of post-graduate work in the half school year, to the Superintendent by November 1 of the school year preceding the year for which the leave is requested. Such course work shall be successfully completed during the period of the leave for the teacher to have satisfied the conditions of the leave.
3. The Superintendent shall review proposals with the Board of Education and notify approved applicants by March 30 of the year preceding the year for which the leave is requested.
4. Proposals shall include details of and justification for the program selected.
5. A teacher must have completed at least seven (7) full school years of service in the Delaware Valley Regional High School District to qualify.
6. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of absence.
7. A teacher receiving a sabbatical leave must return to Delaware Valley to teach for the three (3) years following the completion of the leave. If this obligation is not fulfilled, the Board must be reimbursed by the recipient, (i.e. If a teacher should return from a sabbatical leave, teach in the Delaware Valley Regional High School for one (1) year, and then leave the system, he/she must repay the Board

of Education two-thirds (2/3) of the salary he/she received during the sabbatical leave.)

The Association and the Board believes a teacher on sabbatical leave has an obligation to live up to the terms and conditions of the sabbatical leave policy.

ARTICLE XIII: Sick Leave

A. Personal Illness:

Ten month employees covered under this contract who are steadily employed by the Board of Education shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year. All days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

B. Sick Leave Accumulated in Another District:

No “Carry over” sick leave from another district will be recognized.

C. Quarantine:

An employee is expected to remove himself from contagion. Should a teacher be absent because of quarantine by the Board of Health, no deduction in pay or sick leave shall be made.

D. An employee shall be granted one (1) family illness day per year in the event of an illness in the immediate family. Unused family illness days shall be forfeited at the end of the school year.

E. Twelve (12) month employees shall receive one (1) day of sick leave per month of employment.

ARTICLE XIV: Sick Leave Bank

A. A sick leave bank (the “Bank”) shall be created by the Board for teachers who wish to participate.

B. The Bank shall be administered by six (6) trustees, which shall be comprised of three (3) members selected by the Board and three (3) members selected by the Association (the “Sick Leave Bank Committee”). The Sick Leave Bank Committee shall maintain an up-to-date accounting of all members, sick days in the Bank, the number of sick days contributed and withdrawn by every member, and a record of all applications, which shall include the disposition thereof.

C. The Bank shall be built up and maintained in the following manner:

1. Those who wish to join the Bank in a given year are to notify the Superintendent or his/her designee in writing of their intention to enroll by October 15 of any year.

2. Individuals may join the Bank by signing an agreement to contribute a minimum of one (1) sick day. Membership shall enable an individual to apply for sick leave days from the Bank.
 3. If an individual decides to no longer participate in the Bank, the individual shall not be entitled to reimbursement of the sick days he/she had previously contributed to the Bank.
 4. All sick days in the Bank as of July 1, 2009 shall remain part of the Bank. If at any time the number of available sick days in the Bank falls below one hundred (100), all current members of the Bank who had not yet contributed a total of ten (10) days to the Bank shall be required to contribute one (1) day until, at a minimum, the one hundred (100) day threshold is restored.
 5. In an emergency as determined by the Sick Leave Bank Committee and agreed to by the Board, the members may be asked to relinquish additional accumulated sick days during the year to replenish a depleted bank.
- D. The Bank shall be available for use in case of major illnesses or disabilities on the following basis:
1. In order to apply to use the Bank, an employee is required to exhaust all of his/her annual and accumulated sick leave before drawing on the Bank.
 2. The Bank is only to be used for long-term illnesses, that is, those requiring an absence of more than five (5) consecutive working days.
 3. If the situation meets the above criteria, the member must apply in writing to the Sick Leave Bank Committee, who may grant additional sick days from the Bank. If they so decide, the Sick Leave Bank Committee shall certify to the Superintendent or his/her designee the member to whom the sick days are to be granted and the number of days involved. If the time allotted is insufficient, a new application may be made; conversely if all the days allotted are not used, they revert, to the Bank. If the member is incapacitated, application may be made on his/her behalf by the next of kin or guardian.
 4. All applications must be accompanied by a written certification of the need by a practitioner licensed in the area in which the illness occurs.
 5. No more than sixty (60) sick days may be granted to any one member at a given time. A member who requires more than sixty (60) days must reapply to the Sick Leave Bank Committee for approval.
- E. Members who are on extended leaves of absence or sabbaticals will neither be required to contribute to nor be allowed to draw on the Bank. Upon their return, their rights and obligations will be reinstated in full.
- F. The decision of the Sick Leave Bank Committee shall be final and binding and shall not be subject to the grievance and arbitration procedures contained in Article III of this Agreement.

ARTICLE XV: Professional Development and Educational Improvement

A. Programs:

1. Pay and Expenses for Required Training:

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any course, workshops, seminar, conferences, in service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take. Said teacher shall also be compensated for all time spent in actual attendance at said sessions beyond his/her regular working day and year at his/her regular rate as defined in Article IX, Section F. of this Agreement.

2. Voluntary Professional Growth and Development:

a. Teachers shall be reimbursed at 100% of tuition costs for graduate courses, up to a maximum of nine (9) credits per year at the highest state tuition rate provided that the per-teacher maximum does not exceed \$3,600 per year. The secretary/aide maximum shall be \$800.00 per person per year.

b. In order to receive tuition reimbursement or additional compensation the following shall apply:

i. The institution where the employee takes the coursework or from where he/she obtains a degree must be a duly authorized institution of higher education as defined in N.J.S.A. 18A:3-15.3.

ii. The employee must obtain approval from the Superintendent prior to enrolling in the course. If the Superintendent denies the request, the employee may appeal the denial to the Board of Education.

iii. An employee can only receive tuition reimbursement or additional compensation for a course or degree that is related to the employee's current or future job responsibilities.

c. Employees will not be eligible to receive reimbursement if they voluntarily terminate employment in a period of twelve (12) months after successful completion of the course or courses. Said reimbursement shall be deducted from the employee's last paycheck(s).

d. The maximum liability to the Board of Education shall be thirty thousand dollars (\$30,000). Amounts not expended in one fiscal year shall not be added to money available in the following year. If the cap for tuition reimbursement is insufficient in any fiscal year to meet the demands of all applicants, the following guidelines shall apply:

i. tuition reimbursement for the FIRST SIX (6) CREDITS taken by any qualified teacher in a fiscal year shall be based on the total

number of qualified teachers taking SIX (6) CREDITS during that fiscal year;

- ii. reimbursement for additional courses shall be taken from the balance of funds after the FIRST SIX (6) CREDIT reimbursement; and,
- iii. reimbursements for up to three (3) additional credits by any one teacher during one fiscal year shall be approved in order of request until the amount of maximum liability is reached.

3. C.E.U. Credits:

- a. Teachers will receive one-half (1/2) CEU credit on the salary guide for five (5) hours of attendance at an approved professional development course. One (1) CEU credit equals one (1) graduate school credit for purposes of salary guide movement. Participation in district in-service activities that are scheduled as part of the negotiated work year is not eligible for CEU credit.
- b. Credits will be awarded separately for each course taken.
- c. Hours cannot be combined from course to course.
- d. Requests for approval shall be submitted to the Superintendent prior to course registration.
- e. The teacher shall obtain proof of successful completion of the professional development course and submit it to the Superintendent.
- f. No more than fifteen (15) CEU credits will be recognized for movement to the BA + 30 column. No more than fifteen (15) CEU credits will be recognized for movement to the MA + 30 column.

4. Summer program for Professional Development: (Applies only to teaching staff)

The Board agrees to afford a teacher the opportunity to participate in a voluntary summer program for professional development. These activities shall contribute to the professional development of the participating teacher and to the educational advantage of the students served by the District. Participation in this program shall take place for a period of not more than one (1) month during July and/or August and participants shall be remunerated on a prorated basis, according to their monthly salary for the school year beginning July 1 of the summer employed.

- a. Teachers may apply for this program no later than December 1. Applications shall be submitted to the Superintendent. The Board shall receive, review, and approve or disapprove applications. All applicants shall be notified no later than April 1 of each year as to whether their applications have been approved.

- b. The funds appropriated for this program shall be used to finance projects evaluated by the Board as fulfilling the objectives of the program.

5. Innovation Grants: (Applies only to teaching staff)

The Board agrees to afford a teacher the opportunity of designing and implementing innovative educational ideas and techniques.

- a. The aim and purpose of this Section shall be to encourage creative and innovative teachers to experiment in order to better meet the educational needs of the students of the Delaware Valley Regional High School District. Applications for grants shall be submitted no later than December 1 and awards shall be announced no later than April 1.
- b. No individual grant under the terms of this Section shall exceed two thousand dollars (\$2,000.00).

ARTICLE XVI: Employee Benefits

A. Health Care Coverage:

Health benefits shall be provided through the Horizon Direct Access Design 7 plan, which provides benefits equal to the School Employees' Health Benefit Program (SEHBP). Health benefits shall only be available for employees scheduled to work twenty (20) or more hours per week, and shall include the option for family coverage for the employee's immediate family. The Board of Education will offer higher deductible plans for the Association as long as the ten dollar (\$10) co-pay is the base plan. The premium shall be paid by the Board of Education with the exception of any percentage paid by the employee as required by P.L. 2011, Chapter 78. This plan shall be implemented as soon as practicable.

Employees who elect to waive their health insurance benefit in lieu of payment shall be compensated at fifty (50%) of the annual net savings to the Board. Employees shall communicate, in writing, their intention to participate in the insurance opt-out waiver to the school business administrator no later than June 15th for the forthcoming year and no later than December 15th for the last six (6) months of the school year. Employees will be reimbursed half of the opt-out payment on the last pay period of December and the remaining half of the payment on the last pay period of June. Employees shall be paid only for the months in which they participate.

B. Vision Care Coverage:

The Board will provide vision care coverage for all eligible employees who elect to enroll and their families where appropriate. The premium shall be paid by the Board of Education with the exception of any percentage paid by the employees as required by P.L. 2011, Chapter 78.

C. Dental Care Coverage:

The Board will provide each employee eligible for insurance coverage, who elects to enroll, a 100-50-50 with orthodontic dental plan. The Board will extend said dental plan to family coverage where appropriate. The premium shall be paid by the Board of Education with the exception of any percentage paid by the employees as required by P.L. 2011, Chapter 78.

D. Flexible Spending Account:

Employees shall have the option of participating in the Section 125 Flexible Spending Accounts Program. The maximum annual contribution limits shall be as follows:

Unreimbursed Medical: \$2,500

Elderly/Child Care: \$5,000

ARTICLE XVII: Protection of Teachers, Students and Property

A. Unsafe and Hazardous Conditions:

It is understood that cameras are installed in the building as deemed necessary by the Board for student and teacher safety only.

B. Action before Board or Commissioner:

1. Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, including any student teacher or person assigned to other professional pre-teaching field experience, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching or other assignment to professional field experience, 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 person from any financial loss resulting there from; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.
2. Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him/her for the cost of defending such proceeding; including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

C. Assault:

1. Legal Assistance: The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his/her duties.

2. When absence arises out of or from such assault or injury, the employee shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.
3. Reimbursement for Personal Property Damage: The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his/her duties within the scope of his/her employment.
4. Medical: An employee shall not have sick days deducted from his/her accumulated sick days if he/she is absent because of an injury sustained in the course of his/her employment.

D. Reporting Assaults:

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for non-confidential information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

ARTICLE XVIII: Miscellaneous Provisions

A. Administrative Lateness:

It is fundamental that school programs cannot commence and pupils cannot be taught at prescribed times without the punctual and reliable attendance of members of the teaching staff. Therefore, a prerequisite for efficient performance of a teacher's professional duties is his/her punctual commencement of all regularly assigned duties and such extra-curricular or co-curricular duties as may from time to time be reasonably assigned.

B. Administrative Guide:

The salary of a teaching staff member will be assessed for services not rendered or services partially rendered as follows:

1. The accumulation of four (4) latenesses to an assigned duty within any given school year will result in a fifteen dollar (\$15.00) deduction from pay at the instance of the fourth tardiness. Each lateness, after the first accumulation of four (4) in a given school year, will result in an assessment of five dollars (\$5.00) per lateness.
2. Absence during a portion of a working day shall result in an assessment equal to the ratio of the periods missed to the total periods offered, times 1/200 of the employee's annual salary.

Each time an employee is late for an assigned duty he/she is to be notified by the administration in writing. The employee shall have the right to justify his/her lateness.

Whether failure to perform a contracted duty is excusable or not shall be determined by the Principal or Superintendent in accordance with applicable district rules. Tardiness assessment shall not be cumulative from one school year to the next. Records of tardiness and assessment will be retained in the employee's file.

C. Board Policy:

The agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

D. Savings Clause:

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

E. 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 provisions or applications shall not be deemed valid and subsisting, but all other applications shall continue in force and effect.

F. Compliance Between Individual Contract and Master Agreement:

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

G. Printing Agreement:

The cost of printing and preparing this Agreement shall be shared equally by both parties after agreement on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees.

H. Notice:

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by registered letter.

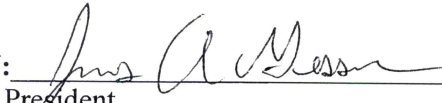
ARTICLE XIX: Duration


- A. This Agreement shall become effective on July 1, 2012, and shall continue in effect through June 30, 2015. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless it is mutually extended in writing.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at Alexandria Township, Hunterdon County, New Jersey on this 10 day of Dec, 2012.

**DELAWARE VALLEY REGIONAL
EDUCATION ASSOCIATION**

**DELAWARE VALLEY REGIONAL
BOARD OF EDUCATION**

BY: 
President

BY: 
President

BY: 
Secretary

BY: 
Secretary

APPENDIX A

DELAWARE VALLEY REGIONAL HIGH SCHOOL DISTRICT

GRIEVANCE FORM

STEP TWO: Principal or Immediate Supervisor

GRIEVANT'S NAME: _____ DATE PRESENTED: _____

DATE OF ALLEGED VIOLATION: _____

ARTICLE AND SECTION OF AGREEMENT ALLEGEDLY VIOLATED: _____

NATURE OF ALLEGED VIOLATION: _____

REMEDY SOUGHT: _____

DISPOSITION: Granted: _____ Denied: _____

REASON/S: _____

PRINCIPAL'S/SUPERVISOR'S SIGNATURE: _____

ASSOCIATION SIGNATURE: _____ DATE: _____

The grievant's signature indicates dissatisfaction with the disposition at Step Two and a desire proceed to Step Three.

GRIEVANT'S SIGNATURE: _____ DATE: _____

STEP THREE: Superintendent

DATE PRESENTED: _____

DISPOSITION: Granted: _____ Denied: _____

REASON/S: _____

SUPERINTENDENT’S SIGNATURE: _____

ASSOCIATION SIGNATURE: _____ DATE: _____

The grievant’s signature indicates dissatisfaction with the disposition at Step Three and a desire proceed to Step Four.

GRIEVANT’S SIGNATURE: _____ DATE: _____

STEP FOUR : School Board

DATE PRESENTED: _____

DISPOSITION: Granted: _____ Denied: _____

REASON/S: _____

BOARD SECRETARY’S SIGNATURE: _____

ASSOCIATION SIGNATURE: _____ DATE: _____

The grievant’s signature indicates dissatisfaction with the disposition at Step Four and a desire proceed to Step Five.

GRIEVANT’S SIGNATURE: _____ DATE: _____

STEP FIVE:

The association officer’s signature indicated the grievant’s dissatisfaction with the disposition at Step Four and a desire to proceed to arbitration.

DATE PRESENTED: _____ ARBITRATION DATE: _____

DISPOSITION: Granted: _____ Denied: _____

FILE NUMBER: _____

APPENDIX B: 2012-2013 Teachers Salary Guide

Step	BS	BS+15	BS+30	MS	MS+15	MS+30
1-2	48,625	49,625	51,245	52,590	53,960	55,360
3	49,525	50,525	52,145	53,490	54,860	56,260
4	50,425	51,425	53,045	54,390	55,760	57,160
5	51,325	52,325	53,945	55,290	56,660	58,060
6	52,825	53,825	55,445	56,790	58,160	59,560
7	54,325	55,325	56,945	58,290	59,660	61,060
8-9	55,825	56,825	58,445	59,790	61,160	62,560
10-11	57,365	58,365	59,985	61,330	62,700	64,100
12	58,905	59,905	61,525	62,870	64,240	65,640
13	60,850	61,850	63,470	64,815	66,185	67,585
14	63,295	64,295	65,915	67,260	68,630	70,030
15	66,240	67,240	68,860	70,205	71,575	72,975
16	69,685	70,685	72,305	73,650	75,020	76,420
17	73,630	74,630	76,250	77,595	78,965	80,365
18	78,075	79,075	80,695	82,040	83,410	84,810

APPENDIX C:**2013-2014 Teachers Salary Guide:**

Step	BS	BS+15	BS+30	MS	MS+15	MS+30
1	49,605	50,605	52,225	53,570	54,940	56,340
2-3	50,505	51,505	53,125	54,470	55,840	57,240
4	51,405	52,405	54,025	55,370	56,740	58,140
5	52,305	53,305	54,925	56,270	57,640	59,040
6	53,205	54,205	55,825	57,170	58,540	59,940
7	54,705	55,705	57,325	58,670	60,040	61,440
8	56,230	57,230	58,850	60,195	61,565	62,965
9-10	57,755	58,755	60,375	61,720	63,090	64,490
11-12	59,280	60,280	61,900	63,245	64,615	66,015
13	60,805	61,805	63,425	64,770	66,140	67,540
14	62,600	63,600	65,220	66,565	67,935	69,335
15	64,875	65,875	67,495	68,840	70,210	71,610
16	67,630	68,630	70,250	71,595	72,965	74,365
17	70,865	71,865	73,485	74,830	76,200	77,600
18	74,580	75,580	77,200	78,545	79,915	81,315
19	78,775	79,775	81,395	82,740	84,110	85,510

APPENDIX D: 2014-2015 -Teachers Salary Guide

Step	BS	BS+15	BS+30	MS	MS+15	MS+30
1-2	50,270	51,270	52,890	54,235	55,605	57,005
3-4	51,270	52,270	53,890	55,235	56,605	58,005
5	52,270	53,270	54,890	56,235	57,605	59,005
6	53,270	54,270	55,890	57,235	58,605	60,005
7	54,275	55,275	56,895	58,240	59,610	61,010
8	55,775	56,775	58,395	59,740	61,110	62,510
9	57,275	58,275	59,895	61,240	62,610	64,010
10-11	58,775	59,775	61,395	62,740	64,110	65,510
12-13	60,295	61,295	62,915	64,260	65,630	67,030
14	62,070	63,070	64,690	66,035	67,405	68,805
15	64,560	65,560	67,180	68,525	69,895	71,295
16	67,565	68,565	70,185	71,530	72,900	74,300
17	71,055	72,055	73,675	75,020	76,390	77,790
18	75,025	76,025	77,645	78,990	80,360	81,760
19	79,475	80,475	82,095	83,440	84,810	86,210

APPENDIX E

TEACHER’S’ PLACEMENT CHART

2011-2012 Step		2012-2013 Step		2013-2014 Step		2014-2015 Step
				1	⇒	1-2
1	⇒	1-2	⇒	2-3	⇒	3-4
2	⇒	3	⇒	4	⇒	5
3	⇒	4	⇒	5	⇒	6
4	⇒	5	⇒	6	⇒	7
5	⇒	6	⇒	7	⇒	8
6	⇒	7	⇒	8	⇒	9
7-8	⇒	8-9	⇒	9-10	⇒	10-11
9-10	⇒	10-11	⇒	11-12	⇒	12-13
11	⇒	12	⇒	13	⇒	14
12	⇒	13	⇒	14	⇒	15
13	⇒	14	⇒	15	⇒	16
14	⇒	15	⇒	16	⇒	17
15	⇒	16	⇒	17	⇒	18
16	⇒	17	⇒	18	⇒	19
17	⇒	18	⇒	19	⇒	19

APPENDIX F: Aides Salary Guide

Instructional Aides Salary Guide (hourly)

STEP	2012-2013	STEP	2013-2014	STEP	2014-2015
1	\$17.20	1	\$17.44	1	\$17.72
2	\$17.69	2	\$17.93	2	\$18.21
3	\$18.22	3	\$18.44	3	\$18.72
4	\$18.76	4	\$18.97	4	\$19.25
5	\$19.29	5	\$19.51	5	\$19.80

Non-Instructional Aides Salary Guide (hourly)

STEP	2012-2013	STEP	2013-2014	STEP	2014-2015
1	\$13.10	1	\$13.40	1	\$13.71
2	\$13.60	2	\$13.90	2	\$14.21
3	\$14.10	3	\$14.40	3	\$14.71
4	\$14.60	4	\$14.90	4	\$15.21
5	\$15.10	5	\$15.40	5	\$15.71

APPENDIX G

Aides Placement Chart

**2012-2013
Step**

**2013-2014
Step**

**2014-2015
Step**

**2015-2016
Step**

						1
				1	⇒	2
		1	⇒	2	⇒	3
1	⇒	2	⇒	3	⇒	4
2	⇒	3	⇒	4	⇒	5
3	⇒	4	⇒	5	⇒	5
4	⇒	5	⇒	5	⇒	5
5	⇒	5	⇒	5	⇒	5

APPENDIX H: Custodian Salary Guide

2012-2013		2013-2014		2014-2015	
Step		Step		Step	
1-2	33,996	1	34,001	1-2	34,961
3	35,176	2-3	35,001	3-4	36,026
4	36,356	4	36,126	5	37,091
5	37,536	5	37,251	6	38,161
6	38,716	6	38,376	7	39,231
7	39,896	7	39,501	8	40,301
8	41,076	8	40,626	9	41,371
9	42,256	9	41,751	10	42,441
10	43,436	10	42,876	11	43,511
11	44,616	11	44,001	12	44,581
12	45,796	12	45,126	13	45,651
13	46,976	13	46,251	14	46,721
		14	47,376	15	47,791

Extra Stipends: Black Seal License \$1,000 per year

Certified Pesticide Applicator \$1,000 per year

APPENDIX I Custodian Placement Chart

2012-2013		2013-2014		2014-2015		2015-2016	
Step		Step		Step		Step	
				1	⇒	1-2	
1	⇒	1-2	⇒	2-3	⇒	3-4	
2	⇒	3	⇒	4	⇒	5	
3	⇒	4	⇒	5	⇒	6	
4	⇒	5	⇒	6	⇒	7	
5	⇒	6	⇒	7	⇒	8	
6	⇒	7	⇒	8	⇒	9	
7	⇒	8	⇒	9	⇒	10	
8	⇒	9	⇒	10	⇒	11	
9	⇒	10	⇒	11	⇒	12	
10	⇒	11	⇒	12	⇒	13	
11	⇒	12	⇒	13	⇒	14	
12	⇒	13	⇒	14	⇒	15	

APPENDIX J: Secretaries Salary Guide

2012-2013			2013-2014			2014-2015		
Step	10 MO	12 MO	Step	10 MO	12 MO	Step	10 MO	12 MO
1	26,220	31,465	1	27,105	32,525	1	27,720	33,265
2	27,040	32,450	2	27,910	33,490	2	28,530	34,235
3	27,885	33,460	3	28,740	34,490	3	29,365	35,240
4	28,760	34,510	4	29,595	35,515	4	30,220	36,265
5	29,660	35,590	5	30,475	36,570	5	31,100	37,320
6	30,590	36,710	6	31,380	37,655	6	32,010	38,410
7	31,550	37,860	7	32,310	38,770	7	32,945	39,535
8	32,535	39,040	8	33,270	39,925	8	33,905	40,685
9	33,555	40,265	9	34,260	41,110	9	34,895	41,875
10	34,605	41,525	10	35,280	42,335	10	35,915	43,100
11	35,690	42,830	11	36,330	43,595	11	36,965	44,360
12	36,807	44,170	12	37,407	44,890	12	38,047	45,655

Secretaries working less than 12-months will be paid at a salary proportional to their work schedules.

Extra Stipends: Calling Substitutes, \$5,000 per year for 2012-2013, 2013-2014 and 2014-2015.

APPENDIX K Secretaries Placement Chart

2012-2013 Step		2013-2014 Step		2014-2015 Step		2015-2016 Step
						1
				1	⇒	2
		1	⇒	2	⇒	3
1	⇒	2	⇒	3	⇒	4
2	⇒	3	⇒	4	⇒	5
3	⇒	4	⇒	5	⇒	6
4	⇒	5	⇒	6	⇒	7
5	⇒	6	⇒	7	⇒	8
6	⇒	7	⇒	8	⇒	9
7	⇒	8	⇒	9	⇒	10
8	⇒	9	⇒	10	⇒	11
9	⇒	10	⇒	11	⇒	12
10	⇒	11	⇒	12	⇒	12
11	⇒	12	⇒	12	⇒	12
12	⇒	12	⇒	12	⇒	12

APPENDIX L - Area Coordinators Salary Guide

No. in Department	2012-2013	2013-2014	<u>2014-2015</u>
1-2	\$1,097	\$1,097	\$1,097
3-4	\$1,370	\$1,370	\$1,370
5-6	\$1,780	\$1,780	\$1,780
7 +	\$2,184	\$2,184	\$2,184

In departments with two or more teachers responsible to the coordinator, the coordinator will, in addition to salary, receive one period of release time.

The team leaders for the freshman learning community shall be paid the minimum stipends for coordinators.

APPENDIX M – SCHEDULE B

POSITION	2012-2013	2013-2014	2014-2015
Assistant Athletic Director	\$7,837	\$7,837	\$7,837
Athletic Business Manager	\$5,302	\$5,302	\$5,302
Baseball, Assistant Coach (2)	\$5,831	\$5,831	\$5,831
Baseball, Head Coach	\$7,709	\$7,709	\$7,709
Basketball, Assistant Coach (4)	\$6,792	\$6,792	\$6,792
Basketball Head Coach (2)	\$9,323	\$9,323	\$9,323
Cheerleader, Assistant Coach (2)	\$5,831	\$5,831	\$5,831
Cheerleader, Head Coach (2)	\$7,709	\$7,709	\$7,709
Choir Director	\$4,045	\$4,045	\$4,045
Class Advisor (Seniors)	\$3,847	\$3,847	\$3,847
Class Advisor (Juniors)	\$3,681	\$3,681	\$3,681
Class Advisor (Sophomores)	\$1,443	\$1,443	\$1,443
Class Advisor (Freshmen)	\$1,282	\$1,282	\$1,282
Cross Country (2)	\$7,709	\$7,709	\$7,709
Delphi (pro-rated to 10 issues/yr)	\$4,864	\$4,864	\$4,864
Drumline	\$2,476	\$2,476	\$2,476
Football, 1st Assistant	\$7,134	\$7,134	\$7,134
Football, Assistant Coach (4)	\$6,792	\$6,792	\$6,792
Football, Head Coach	\$10,040	\$10,040	\$10,040
Golf	\$5,857	\$5,857	\$5,857
Hockey, Assistant Coach (2)	\$5,831	\$5,831	\$5,831
Hockey, Head Coach	\$7,709	\$7,709	\$7,709
Key Club Advisor (2)	\$4,054	\$4,054	\$4,054
Lacrosse, Assistant Coach (4)	\$5,831	\$5,831	\$5,831
Lacrosse, Head Coach (2)	\$7,709	\$7,709	\$7,709
Marching Band, Assistant	\$4,420	\$4,420	\$4,420
Marching Band, Percussion	\$4,420	\$4,420	\$4,420
Marching Band, Front	\$3,755	\$3,755	\$3,755
Marching Band, Head	\$6,817	\$6,817	\$6,817

POSITION	2012-2013	2013-2014	2014-2015
Mock Trial Advisor	\$4,107	\$4,107	\$4,107
Mock Trial Assistant	\$3,491	\$3,491	\$3,491
Musical Director	\$4,107	\$4,107	\$4,107
Musical, Instrumental Director	\$3,491	\$3,491	\$3,491
Musical, Props/Costumes	\$1,450	\$1,450	\$1,450
Musical, Vocal Director	\$3,491	\$3,491	\$3,491
Musical, Choreographer	\$2,593	\$2,593	\$2,593
National Honor Society (2)	\$2,939	\$2,939	\$2,939
Peer Leader/Peer Mediation	\$2,900	\$2,900	\$2,900
Play Director, Fall	\$4,107	\$4,107	\$4,107
Play Director, Spring	\$4,107	\$4,107	\$4,107
Play Director, Fall Assistant	\$3,491	\$3,491	\$3,491
Play Director, Spring Assistant	\$3,491	\$3,491	\$3,491
Plays, Business Manager	\$1,615	\$1,615	\$1,615
Set Design	\$1,926	\$1,926	\$1,926
Soccer, Assistant Coach (4)	\$5,831	\$5,831	\$5,831
Soccer, Head Coach (2)	\$7,709	\$7,709	\$7,709
Softball, Assistant Coach (2)	\$5,831	\$5,831	\$5,831
Softball, Head Coach	\$7,709	\$7,709	\$7,709
Stage Band	\$4,045	\$4,045	\$4,045
Stage Manager	\$2,987	\$2,987	\$2,987
Student Council (2)	\$4,054	\$4,054	\$4,054
Thespians	\$1,926	\$1,926	\$1,926
Track, Assistant Coach (4)	\$5,831	\$5,831	\$5,831
Track, Head Coach (2)	\$7,709	\$7,709	\$7,709
Volleyball, Assistant Coach	\$6,792	\$6,792	\$6,792
Volleyball, Head Coach	\$7,709	\$7,709	\$7,709
Winter Flags	\$2,476	\$2,476	\$2,476
Wrestling, Assistant Coach (2)	\$6,792	\$6,792	\$6,792
Wrestling, Head Coach	\$9,323	\$9,323	\$9,323

POSITION	2012-2013	2013-2014	2014-2015
Yearbook Advisor	\$5,086	\$5,086	\$5,086
Yearbook Business Manager	\$2,795	\$2,795	\$2,795
CLUBS			
Level 1	\$984	\$984	\$984
Level 2	\$1,636	\$1,636	\$1,636
Level 3	\$2,295	\$2,295	\$2,295
LONGEVITY			
(for each 10 years of experience)			
Up to \$1,000	\$227	\$227	\$227
\$1,001 to \$2,500	\$378	\$378	\$378
\$2,501 to \$4,000	\$529	\$529	\$529
\$4,001 to \$5,500	\$679	\$679	\$679
\$5,501 and up	\$832	\$832	\$832