

2008 – 2011

AGREEMENT

between the

DELANCO TOWNSHIP EDUCATION ASSOCIATION

and the

DELANCO BOARD OF EDUCATION

COUNTY OF BURLINGTON

STATE OF NEW JERSEY



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PREAMBLE

WHEREAS, the Board of Education of the Township of Delanco Township Education Association recognize and declare that providing a quality education for the children of the Delanco School Districts is their mutual aim, and

WHEREAS, both parties recognize that the achievement of this aim rests upon mutual trust and cooperation,

THEREFORE, the following covenants are hereby agreed as follows:

Article I

RECOGNITION

A. The Delanco Board of Education hereby recognizes the Delanco Township Education Association as the majority representative for collective negotiations concerning the terms and conditions of employment for personnel under contract and on leave, employed by the Board, including:

1. Unit A - Certified personnel
 - a. Classroom teachers
 - b. Nurse
2. Unit B – Support personnel
 - a. Secretaries
 - b. Custodial/Maintenance

but excluding:

1. The superintendent
2. The principals
3. The superintendent's secretary, business administrator's administrative assistant
4. The school business official
5. The custodial/maintenance supervisor
6. All hourly employees
7. All temporary or substitute employees

B. Unless otherwise indicated, the term "teachers", when used in this agreement, shall refer to all certified employees represented by the Association in the negotiating units as above defined, and references to male employees shall include female employees.

C. Unless otherwise indicated, the term "employees", when used in this agreement, shall refer to all certified and support employees represented by the Association in the negotiating units as above defined, and references to male employees shall include female employees.

D. Unless otherwise indicated, the term "Secretaries", when used in this agreement, shall refer to all Secretaries represented by the Association in the negotiating unit as above defined, and references to male secretaries shall include female secretaries.

E. Unless otherwise indicated, the term "Custodial/Maintenance", when used in this agreement, shall refer to all Custodial/Maintenance represented by the Association in the negotiating unit as above defined, and references to male Custodial/Maintenance shall include female Custodial/Maintenance.

Article II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1975 in a good faith effort to reach agreement on matters concerning the terms and conditions of employees' employment.

When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the Board of Education and the majority representative.

- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. It is agreed that once a proposal is made by either party that no new additional items will be made the subject of negotiations unless they are agreed to by both parties.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. Both parties mutually pledge that their representatives shall be fully clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations. It is understood that final ratification of all items contained within the tentatively agreed-upon contract must be ratified by a majority of the employees represented by the negotiators of the Association and by the majority of the eligible members of the Board of Education while in session at a legally constituted meeting.
- E. It is agreed that neither party will add any member to their negotiating team or bring to the meetings any consultant without giving the other party one (1) week prior notice. This notice shall include the name, position, and reason for addition of the new member or consultant.
1. A schedule of meetings shall be established at the first meeting of each year the contract is in force. The meetings shall take place at a time when representatives of the Association are free of instructional responsibilities unless otherwise mutually agreed by both parties.
- F. The Board of Education agrees not to negotiate concerning members of the negotiating unit as defined in Article I of this Agreement, with any other organization other than the Association for the duration of this Agreement.

G. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, job descriptions, and/or policy of the Board of Education and the administration, 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's benefit existing prior to its effective date.

Article III

GRIEVANCE PROCEDURE

A. Definitions

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation or violation of a policy, agreement, or administrative decision affecting said teacher or employees.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

- (1) The failure or refusal of the Board to renew a contract of a non-tenured teacher or employee.
- (2) In matters where a method is prescribed by law or by rule or regulation of the Commissioner of Education or the State Board of Education so that the Delanco Board of Education is without authority to act.
- (3) Except as otherwise specified in this Agreement, the Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the school district to the full extent authorized by statute and those implied powers not covered by state law. In cases of disagreement where recourse to the law, State Board or Commissioner of Education's directives or decisions prescribe a means of appeal, then those procedures shall be followed. In cases of disagreement where recourse is not established by the law, State Board or Commissioner's directives or decisions, then the appeal shall be through the grievance procedure.

The term "teacher" or "employee" where applicable shall mean any regularly employed individual receiving compensation from the Board but shall not include the superintendent, the principals, the school business official, the custodial/maintenance supervisor, the superintendent's secretary, Business Administrator's Administrative Assistant, all hourly employees, all temporary or substitute employees.

The term "representative" shall include any organization, agency or person authorized or designated by any teacher or employee or any group of teachers or employees, or by a public employees' association, or by the Board to act on its or their behalf and to represent it or them.

The term "immediate superior" shall mean the person to whom the aggrieved teacher or employee is directly responsible under the Table of Organization prevailing in the School District.

The term "party" means an aggrieved teacher or employee, his immediate superior, the school principal or any staff member below the superintendent, not including the school business official, custodial/ maintenance supervisor, superintendent's secretary, Business Administrator's Administrative Assistant, all hourly employees, all temporary or substituting employees, who may be affected by the determination of the superintendent in connection with the procedure herein established.

B. Procedure

1. An aggrieved teacher or employee shall institute action under the provision hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) calendar day period shall be deemed to constitute an abandonment of the grievance.
2. A teacher or employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. In the presentation of a grievance, the teacher or employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
4. Whenever the teacher or employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

Level I

5. A teacher or employee shall first discuss his grievance orally with his immediate superior. A decision shall be rendered within five (5) school days of said hearing.

Level II

6. If the grievance is not resolved to the teacher's or employee's satisfaction within five (5) school days from the determination referred to in paragraph 5 above, the teacher or employee shall submit his grievance to the superintendent of schools in writing, specifying:
 - (a) The nature of the grievance
 - (b) The result of the previous discussion
 - (c) The basis of his dissatisfaction with the determination
7. A copy of the writing called for in paragraph 6 shall be furnished to the school principal and to the immediate superior of the aggrieved teacher or employee.

8. Within ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
9. Within ten (10) school days of said hearing (unless a different period is mutually agreed upon), the superintendent shall, in writing, advise the teacher or employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

Level III

10. In the event of the failure of the superintendent to act in accordance with provisions of paragraph 8 and 9, or in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, within ten (10) school days of the failure of the superintendent to act or within ten (10) school days of the determination by him, the aggrieved employee may appeal to the Board of Education.
11. Where an appeal is taken to the Board, there shall be submitted by the appellant the writing set forth in paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the superintendent's action. A copy of said statement shall be furnished to the superintendent and to the adverse party.
12. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing or it may request the submission of additional written materials. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.
13. The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall, in writing, notify the teacher or employee, his representative, if there be one, the principal, and the superintendent of its determination. This time period may be extended by mutual agreement of the parties.

Level IV

14. In the event a teacher or employee is dissatisfied with the determination of the Board, he shall have the right to request binding arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Public Laws of 1975.

A request for binding arbitration shall be made no later than fifteen (15) calendar days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear his own costs.

15. Miscellaneous Provisions - In the event a grievance should be filed by a principal or by any employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he shall discuss his grievance initially with the superintendent, and, if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.
16. In any case, where a grievance is based upon direct order, ruling or determination of the superintendent, the aggrieved teacher or employee may appeal directly to the Board within ten (10) school days of the issuance of said order, ruling or directive, or within ten (10) school days of the time when same has been brought to the employee's attention, by filing with the secretary of the Board, a writing setting forth:
 - (a) The order, ruling or determination complained of
 - (b) The basis of the complaint
 - (c) A request for a hearing, if a hearing is desired

A copy of the writings set forth above shall be served upon the superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of the grievance filed under the provisions of paragraph 16, the procedure shall be as set forth in paragraphs 12 and 13.
18. All employees shall be entitled to resort to the full procedure herein above set forth.
19. A staff member representing an aggrieved person whose attendance is necessary at a hearing during the working day shall suffer no loss of pay.
20. In the event that any 5 or 10 school day limit expires after the close of school in June, those limits will be construed to mean calendar days.

Article IV

EMPLOYEE RIGHTS

- A. Pursuant to Chapter 123 Public Laws of 1975, the Board hereby agrees that its employees "shall have and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity."
- B. Nothing contained herein shall be construed as to deny or restrict any employee such rights as he may have under New Jersey School Laws or other applicable laws or regulations.
- C. The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Delanco School District based upon his professional judgment; however, the administration shall have the right to review the above with teacher.

Article V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to permit inspection of its records by the Association representatives as is required by Public Law Chapter 47: 1A-1 and Executive Order No. 9, 1963.
- B. The Association and its representatives shall have the right to use school buildings as long as it remains the majority representative and complies with the Board policy for the use of school buildings.
- C. The Association may provide in each building a bulletin board in each faculty lounge for its exclusive use provided the following conditions are observed:
 - 1. The size of the bulletin board shall not exceed an area greater than 3 feet square.
 - 2. It shall be maintained in a manner that reflects credit upon the Association.
 - 3. The articles displayed shall maintain a high ethical standard free of derogatory or inflammatory sentiments.
- D. The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted to the Association for as long as it remains the majority bargaining agent and to no other organization except that this Agreement will not supersede Board policy on the use of school buildings.
- E. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary and with the approval of building principals or other members of the administration.
- F. The Association will provide its own supplies and materials for publications, notices, letters, and other Association business. Office equipment may be used at the discretion of the superintendent.
- G. The Board agrees to deduct Association membership dues in accordance with present practice and State law relative to this matter.

Agency Representation Fee

The Board agrees to collect and forward to the Association an agency representation fee proportionate to annual dues for all non-members.

The Association shall indemnify, defend and save harmless the Board against any and all claims, demands, suits or other forms of liability that shall arise out of fee deductions by the Board for the Association which the Board has remitted to the Association and reliance by the Board on any representations made by the Association with respect to this Article. The Association shall assume full responsibility for the defense of any such

claim, demand, suit or other form of liability and the Board will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense. The Board will give to the Association notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

Article VI

SCHOOL CALENDAR

- A. The school calendar, its determination and enforcement, is governed by the Board of Education under Public Law Chapter 18:36-2 which states: "The Board of Education shall determine annually the dates, between which the schools of the district shall be open, in accordance with the law."
- B. In the making of the school calendar, the superintendent shall meet with the Association representatives to receive their recommendations before the calendar is presented to the Board for its approval.
- C. The school calendar may reflect a number of emergency closing days. Any unused emergency closing days shall be deducted from the calendar, resulting in 180 teaching days.
- D. In addition to 180 teaching days, teachers will also work an additional four (4) days for teacher preparation and in-service training/ professional development, dates to be determined by the Administration and Board in construction of the annual school calendar. The Delanco Township Education Association will be invited to provide input to the Administration regarding the topics of said in-service training sessions, although final topic selection shall remain an administrative prerogative.

Article VII

PUPIL SCHEDULING

- A. In establishing the daily schedules for pupils, the superintendent shall meet with the Association representatives to receive their recommendations. After receiving their advice, he shall prepare a schedule which, in his opinion, best meets the need of the pupils and shall present it to the Board of Education for approval.
- B. Teachers must be in their classrooms fifteen (15) minutes before the children are scheduled to enter the building in the morning and may leave in the afternoon not earlier than twenty-five (25) minutes after their last class is dismissed. The length of the regular teacher workday shall not exceed 7.25 hours except as provided below in section D. Exceptions to the above may be approved by the superintendent or his assistant.
- C. Curriculum work shall be accomplished during the regular teachers' contract day. If it is ever necessary to extend this work beyond the contract day, compensatory time will be given to the teachers involved.
- D. On Fridays and days preceding holidays or vacations, the teachers' day shall end 15 minutes after the close of the pupils' day.
- E. All full time teachers may be required to attend one staff meeting per month, which extends past the teachers' contract day. If the meeting extends more than 45 minutes beyond its starting time, either compensatory time shall be provided or staff members will be permitted to leave at their own discretion. Such meetings shall begin no later than 3:15. For any additional meetings which may be required that extend beyond the contract day, teachers will be given compensatory time or be permitted to leave at their individual discretion.
- F. Full-time teachers will have a minimum of five preparation periods per week and will be provided with a minimum of one preparation period per day, which, if interrupted by administrative authority, would be remunerated with compensatory time on a minute-for-minute basis. Part-time teachers' preparation periods would be handled the same, on a pro-rated basis. "Administrative authority" would include things such as class coverage, CST staffing, travel time, etc.
 - 1. Every reasonable effort will be made when constructing the master schedule to provide teachers with a minimum of one preparation period per day.
 - 2. If a teacher has no preparation periods on a particular day, administration will insure that he is not assigned any unpaid duties on that day.

Article VIII

TEACHER ASSIGNMENTS

- A. The superintendent shall give the teachers written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year, not later than two (2) days prior to the closing of school, except if an emergency arises during the summer and adjustments in scheduling are necessary. In this event, notice will be given the teachers affected at the earliest possible date prior to the opening of school in September. If possible, such notice shall be included in the August 1 letter concerning the opening of school.

- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned classes outside the scope of their certificate and the rules and regulations promulgated by the New Jersey Department of Education, Division of Certification.

Article IX

TRANSFERS AND REASSIGNMENTS

- A. No later than April 1 of each school year, the superintendent shall make available to the Association, and post in all school buildings, a list of the known vacancies, which are anticipated for the following school year.
- B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.
- C. When an involuntary transfer or reassignment is necessary, a teacher's competence and other relevant factors as determined by the administration including, among other things; state laws, rules, regulations, and administrative directives, shall be considered in determining which teacher is to be transferred or reassigned.
- D. An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher shall be notified of the reason therefor.
- E. Any reduction in force of professional staff will be managed by strict adherence to NJSA 18A:28-9 through 15. Teachers who are reduced will be placed on a recall list for five years, during which time they will be given priority consideration as substitute teachers. No new staff will be hired for vacancies or new positions until all qualified teachers on the recall list have been offered an opportunity to return to active employment.

Article X

SUMMER SCHOOL

HOME TEACHING

FEDERAL PROGRAMS

- A. All openings for positions in the summer school, home teaching, federal projects, and other programs (including positions for which teachers may be qualified and eligible) shall be adequately publicized by the Superintendent as soon as possible after their availability is determined. Home teaching openings shall be posted as they occur.
- B. Teachers employed in the Delanco School District shall have priority to teaching assignments before appointment to applicants from outside the district. The best qualified applicant as determined and recommended by the Superintendent shall have priority.
- C. Remuneration for home instruction shall be in 2008-09 \$43.00; 2009-10 \$45.00; 2010-11 \$47.00 per hour.

Article XI

EMPLOYEE EVALUATION

- A. The superintendent, principal, and their representatives shall have the responsibility for evaluation.
- B. Any written evaluation that is made part of the employee's personal record shall be given to the employee one day in advance of a scheduled conference. A written copy shall be given to the employee at the scheduled conference. The employee may submit a rebuttal if they do not agree with evaluator. The rebuttal will be attached to the file copy. Teachers shall be evaluated per Title 6A of the N.J.A.C. and N.J.S.A 18A.
- C. An employee's personnel files can be reviewed by the employee in the presence of the administrator on not more than two occasions each year.
- D. No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature and/or comment to the copy to be filed. The employee may submit a written reply to the above material and the reply will be attached to the file copy.

Article XII

EMPLOYEE SICK LEAVE AND TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

1. As of September 1 all teachers and ten (10) month secretaries employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. As of July 1 all Custodial/Maintenance shall be entitled to twelve (12) sick leave days each year as of July 1 whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
 - a. The above is a summary of the benefits pertaining to sick leave as stated in Title 18A:30-1,2,3.
 - b. When an appropriate physician's certificate is filed with the School Business Official, the Board may consider salary payment for sick leave beyond the accrued time by individual consideration wholly at the discretion of the Board.

B. Death /Funeral Leave

1. A maximum of five (5) days with pay per funeral will be granted for the death of a member of the immediate family, defined as:
 - a. Husband, wife, Civil Union Partner, parent, brother, sister, grandparent, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchild, any relative or person who is a permanent resident in the home of the staff member at the time of his demise, or any individual who was instrumental in the rearing of the staff member (such as stepparent, foster parent or legal guardian.)
2. A maximum of two (2) days per year may be granted for attending the funeral of a friend or relative not covered by B, 1,a. Substitute teacher's pay will be deducted from the staff member's salary on the second day only.

C. Personal Business Leave

1. The nature of the personal business need not be stated and this use is limited to two (2) days per school year.
2. The request for a personal business day must be submitted to the superintendent for approval at least two (2) days prior to the day requested.
3. Personal business days will not be granted on days immediately preceding or immediately following scheduled holidays. Nor will they be granted at a time when the teacher's absence may seriously hinder the operation of the school.

4. Unused personal business days will become sick leave days and will be accumulated as such.

D. Emergency Business Leave

1. This use is limited to three (3) days per school year and may be taken for the following reasons:
 - a. Income tax investigations requiring the employee's appearance at the IRS office.
 - b. Estate settlement when the employee is executor or must appear to attend to legal business that cannot be arranged at any time other than the working day.
 - c. Pension emergency when the employee must appear at the Division of Pensions during the working day.
 - d. Real estate settlements for legal business that must be taken care of during business hours.
 - e. Household emergencies that require the presence of the employee until repairs can be effected, for example: plumbing or heating failures, fire, theft, etc. This would not include problems that could be taken care of outside the school day such as moving, painting, etc.
 - f. Emergency illness of a member of the immediate family (see B, 1,a) until arrangements can be made for their care.
 - g. Religious holidays.
 - h. Divorce of an employee.
 - i. Court appearance as a subpoenaed witness.

E. Jury Duty Leave

1. The superintendent shall be notified immediately upon receipt of notice for employee to appear.
2. The Board will pay the difference between the pay of a juror and the employee's regular salary.

F. Representative Leave

1. Upon the death of an active or retired member of the staff of the Delanco Township Schools, one representative may be selected by the Association to attend the funeral. This representative will be excused for the time of the funeral with no loss of pay or personal leave.

G. Marriage Leave

1. One (1) day will be granted, that being the actual day on which the ceremony occurs.

H. Limitations

1. This sick leave policy shall supersede all previous sick leave or temporary or extended leave of absence policies of the Board.

I. Reimbursement

1. Employee's who retire from the Delanco School System shall receive compensation for accumulated unused sick days in the following amounts:
 - a. Upon retirement under the New Jersey Pension Statutes, employees will be reimbursed 20% of their per diem pay for each accumulated sick day. Per Diem pay is defined as 1/200 of an annual salary for 10 months, 1/220 for 11 months, and 1/240 for 12 months. The individual cap will be 2008-09 \$11,000; 2009-10 \$12,000; 2010-11 \$13,000.
 - b. Payment for unused sick leave under this clause shall be made in one payment on July 15th after retirement.
2. Personnel planning to retire from the district must notify the superintendent by January 1 of the year of retirement so that proper funding can be built into the budget for unused sick leave compensation. Failure to do so may result in that payment being postponed until the following fiscal year.
3. In the event of the death of an actively employed member of the bargaining unit who has accumulated sick leave, his estate shall be compensated at the rates and maximums in #1 above.

Article XIII

SUBSTITUTES

- A. The Board contracts with the Burlington County Substitute Registry to provide substitute teachers.
- B. It is the responsibility of the teacher to report his intended absence to the Burlington County Substitute Registry not later than 10 P.M. of the night before or before 7:00 A.M. of the day he is absent. The Superintendent will review each failure to give adequate notice of such absence with the party concerned and take action accordingly.
- C. Substitutes will assume all teaching and non-teaching duties of the absentee.

Article XIV

INSURANCE PROTECTION

- A. A comprehensive health insurance plan, with the same, or equal coverage as in the prior agreement, shall be provided by the Board for each employee making application for the plan.

The Board shall pay the full premium for the comprehensive health insurance plan under the School Employees' Health Benefits Plan in effect on July 1, 2008 for each employee and 100% where appropriate for full husband-wife, parent/child, or family plan coverage for the 2008-2011 school years.

- B. The Board will provide at its expense a prescription plan under the School Employees' Health Benefits Plan in effect on July 1, 2008 for each employee and family requesting it of the \$10.00 brand name and \$3.00 generic co-pay type; \$15.00 brand name and \$5.00 generic co-pay mail order. The Board agrees to pay full premium for the 2008-2011 school years.
- C. The Board will provide, at its expense, a dental plan, with the same, or equal coverage as in the prior agreement, except that the individual limit will be \$2,000 and child orthodontics will be \$2,500, for employees who request coverage. The Board agrees to pay full premium for single, two-party, or family coverage for the 2008-2011 school years.
- D. Any part-time employee who is employed under a contract, which is pro-rated below 20 hours per week, will not be covered by any of the benefits described in this article.

Any employee under contract with the Delanco Board as of 9/1/90 whose job is reduced below 20 hours per week by a direct Board action will continue to have health insurance benefits paid as per this agreement until he leaves the district's employment.

- E. In the event that an eligible employee waives his right to health, prescription and /or dental insurance as described in paragraphs A, B and C above, he shall be compensated at 50% of the premium savings realized by the Board.

Article XV

PERSONAL FREEDOM

- A. The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly prevent the employee from performing properly his assigned functions during the workday.
- B. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not occur on school property nor violate any local, state or federal law.

Article XVI

SALARIES

- A. Salary increase for all units 5.2% each year 2008-2011
Non-Teaching Duties increase by 5.2% each year 2008-2011
- B. Upon voluntary authorization signed by an employee during the months of September and February only, the Board agrees to regularly withhold funds from employees' salaries for any or all of the following agencies: ABCO Credit Union; Vanguard Investments; Lincoln Investments; Thomas Seely Associates, Inc.; Burlington County Education Employee Charitable Campaign; Prudential Insurance Co. of America.
- C. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive paychecks on the last previous working day.
- D. Teachers shall receive their final checks on the last working day in June.

SERVICE INCREMENTS

1. Special service increments shall be given for years in Delanco as follows:

07/2008 – 06/2011

Beginning 5th year	-	\$300
Beginning 10th year	-	\$300
Beginning 15th year	-	\$300
Beginning 20th year	-	\$300
Beginning 25th year	-	\$300
Beginning 30th year	-	\$300
Beginning 35 th year	-	\$300

2. All salaries will be based upon satisfactory service. Years of employment increments will not be automatic, but will be granted for satisfactory service only upon the recommendation of the superintendent, subject to the approval of the Board. Failure in any year to grant an increment does not create any future obligations to restore the increment. In making recommendations, factors considered will include teaching ability, classroom management, participation in: in-service training courses, professional and school improvement programs, community service activities, and general travel. In any year in which there is an upward revision of the salary guide, adjustment to the proper place on the guide may be withheld in whole or part. Before making any recommendation to the Board to withhold in whole or in part any salary adjustment, the superintendent shall send the employee written notice of such intention and give him an opportunity to discuss the reason for such action. Future increases after withholding an adjustment will depend entirely upon the recommendation of the superintendent and the approval of the Board.
3. All credits shall be earned in a bona fide college or university program in the field of education or area of certification and verified by transcript to the superintendent's office.

Article XVII

PROFESSIONAL IMPROVEMENT

- A. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions, which are approved by the administration.
- B. The Board agrees to pay full cost of the actual tuition up to 100% of the Rutgers 3-credit course rate, for graduate courses in the field of education or in teacher's area of specialization, which have been approved in advance by the superintendent. Payment will be made after the presentation of an official college transcript indicating receipt of a grade in the completed course(s) of a "C" or higher equivalent.
- C. Request for course approval and reimbursement will be granted for a teacher to only one three credit course per semester, on a "first come - first served" basis until such time that an annual maximum cap of \$15,000 is reached within a single fiscal year. A semester is defined as the following: 1. September – December; 2. January – May; 3. June – August.

Article XVIII

NON-TEACHING DUTIES

A. Compensation for the following duties shall be:

	2008-09	2009-10	2010-11
Safety Patrol Advisors (each)	\$1,950	2,051	2,158
Playground and Lunchroom Advisors (each)	\$3,978	4,185	4,403
Girls' Basketball Coach	\$2,745	2,888	3,038
Boys' Basketball Coach	\$2,745	2,888	3,038
Girls' Field Hockey Coach	\$2,745	2,888	3,038
Boys' Baseball Coach	\$2,745	2,888	3,038
Eighth Grade Class Advisor	\$2,745	2,888	3,038
Cheerleader Advisor	\$1,632	1,717	1,806
Yearbook Advisor (each)	\$1,632	1,717	1,806
Boys' Soccer Coach	\$2,745	2,888	3,038
Girls' Softball Coach	\$2,745	2,888	3,038
Middle School Newspaper Advisor	\$1,632	1,717	1,806
Athletic Director	\$3,978	4,185	4,403
Drama Club Advisor	\$1,632	1,717	1,806
IMPACT Club Advisor	\$1,632	1,717	1,806
Technology Coordinator	\$2,745	2,888	3,038

- B. At each school, one lunchroom advisor will be hired at the above scale to supervise each lunch period. A playground advisor will be hired to supervise each daily playground activity. In addition, the building principals shall assign one (1) teacher to assist with additional supervision daily on a rotating basis, with no additional compensation.
- C. Whenever an insufficient number of current staff members agree to accept the paid playground/lunchroom advisor positions, the building principals shall assign that duty to staff members, on a rotating basis, with no additional compensation.
- D. During the 2008-2011 school years, if there are no DTEA member applications for non-teaching duty positions, certified support staff members may apply and be considered for the positions. If hired, the support staff member will receive the DTEA contractual salary for the position. This shall not establish a past practice and/or precedent.

Article XIX

DISABILITY LEAVES / MATERNITY LEAVE WITHOUT PAY

- A. An employee intending to request maternity leave shall:
1. Notify the administration of such leave no later than sixty (60) days before commencement date of said leave, stating the commencement date of such leave and the expected date of return which shall be no later than one (1) year after said birth.
 2. Supply the administration, upon request, with a statement in writing from time to time by her attending physician, attesting to her ability to perform her duties satisfactorily.
 3. Be granted that leave at any time after sixty (60) days from her application and before the expected birth and continuing to the specified date after birth set forth on her application.
 4. At least sixty (60) days prior to the return date specified on the application, she shall confirm, in writing to the administration, that she will return on that date.
 5. Supply to the administration a statement, in writing, by her attending physician, attesting to her ability to resume her duties satisfactorily.
- B. Any employee not complying with the provisions of this Article shall forfeit her rights to maternity leave. It is expected that the employee shall notify the administration pursuant to (A), above, during the summer months.
- C. It is understood that a leave for maternity need not be extended to a non-tenure employee beyond the end of the contract year in which the leave is obtained.
- D. Resumption of employment may not be in the same position.
- E. An employee who works five (5) months or more during the school year shall be granted credit for a full year. If she works less than five (5) months, no credit shall be awarded.
- F. Any employee adopting a pre-kindergarten child shall receive similar leave which shall commence upon receiving custody of said child, or earlier if necessary, to fulfill the requirements for the adoption.

Article XX

COMPLAINT PROCEDURE

A. Initial Action

Complaints regarding an employee made to any member of the administration by any parent, or other person, which will influence the evaluation of an employee shall be processed according to the procedure outlined below.

1. Meeting with the Principal

The Principal 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.

2. Right to Representation

The employee may have another DTEA member present at any meetings or conferences regarding such a complaint and the Principal may have the superintendent present at such meetings or conferences.

B. Procedure

Step 1. In the event a complaint is unresolved to the satisfaction of all parties, the employee may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference, or if no mutually acceptable conference can be agreed on, the complaint shall move on to step 2.

Step 2. Upon receipt of the original complaint in writing, the superintendent shall confer with all parties involved at a mutually convenient time and place.

Step 3. If the superintendent is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the employee, he shall forward the results of his investigation along with his recommendation, in writing, to the Board and a copy to all parties concerned.

Step 4. After receipt of the findings and recommendations of the superintendent, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board. Copies of the action taken by the Board shall be forwarded to all parties.

Step 5. Any complaint unresolved under Step 4 may be submitted by the employee to the grievance procedure as set forth in ARTICLE III of this Agreement and shall commence at Level 4.

Article XXI

CUSTODIAL/MAINTENANCE EMPLOYMENT CONDITIONS

A. Salary as per a New Custodial Guide and Separate New Maintenance Guide.
Two guides – one for hires prior to 6/30/07 and one for hires after 6/30/07.
Part time custodians hourly rate of \$12.50 per hour to increase by 5.2% each year to \$13.15/ \$13.83/ \$14.55.

B. Longevity will be identical to those given to teachers in this agreement.

C. Work schedule

1st shift 6:30 a.m. to 2:30 p.m. shall include a thirty (30) minute lunch and two (2) 15 minute breaks.

2nd shift 2:30 p.m. to 10:30 p.m. shall include a thirty (30) minute dinner and two (2) 15 minute breaks.

The workday shall be eight (8) hours and the workweek shall be forty (40) hours. All hours worked beyond the regular 8 hours per day or regular 40 hours per week will be paid a time and a half. In the event an employee is called back to work after leaving school at the end of his regular shift, he shall be guaranteed a minimum of one (1) hour pay at the appropriate overtime rate.

Employees shall be guaranteed a minimum of two (2) hours pay at the appropriate overtime rate when these overtime assignments occur between midnight and six a.m.

D. Holidays

Paid holidays shall include: July 4th, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve and Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Columbus Day, Birthday (12 month employees only). When a paid holiday falls on a Saturday or a Sunday, Custodians/Maintenance workers will be given off the previous Friday or the following Monday.

E. Vacations

For each full month of employment during a contract year, one day of paid vacation shall be accumulated up to a maximum of ten (10) days.

At the completion of the 4th full year, the employee will be entitled to fifteen (15) days.

Starting with the completion of the sixteenth (16th) year, one day will be added for each full year of service until a maximum of twenty (20) days has been reached.

A full year contract is one that extends from July 1 of one year to the succeeding June 30th.

Vacation time may be taken with the prior approval of the supervisor of maintenance and the Superintendent of schools.

F. Black Seal License

All full time Custodian/Maintenance employees who possess a Black Seal will have \$500 added to their contracted salary.

G. Clothing Allowance

All Custodian/Maintenance employees will be given two (2) pair of safety shoes per year.

Article XXII

TEN-MONTH SECRETARY EMPLOYMENT CONDITIONS

A. Salary as per New Secretaries Guide. Two guides – one for hires prior to 6/30/07 and one for hires after 6/30/07.

B. Longevity will be identical to those given to teachers in this agreement.

C. Work Schedule

8:00 a.m. to 4:00 p.m. Monday to Thursday and 8:00 a.m. to 3:30 p.m. on Fridays with one hour for lunch. All hours worked beyond 40 hours per week, with the prior approval by the superintendent in advance, will be paid at time and a half.

D. Work Year

Ten-month secretaries will work from September 1st through June 30th. Secretaries will follow the same scheduled days off as the teachers during the school year.

E. Upon advanced approval of the Superintendent, if secretaries are requested to work during the summer, they will be paid at their regular hourly rate or given compensation time. It will be the employees' option.

Article XXIII

MISCELLANEOUS PROVISIONS

- A. This 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.
- B. 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.
- C. In the event that any section, sub-section, paragraph or other direct quotations from the N.J. Statutes Annotated is improperly quoted through error or omission, in all cases the law shall be controlling.
- D. Any individual contract between the Board and 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.
- E. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- F. The Board and the Association each agree to pay one-half (1/2) of the cost for the final printing of this Agreement provided the cost is agreeable to both parties. If agreement on the cost cannot be reached, it will be reproduced by the superintendent's office.
- G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so by letter.
- H. The Association recognizes the Board of Education as the representative of the government of the State of New Jersey charged with the responsibility under the laws of the State for operating the Public Schools in the Township of Delanco and recognizes the District Superintendent and his Staff as representatives of the Board in carrying out policies and operating instructions.
- I. Teachers traveling between the Walnut Street and Pearson Schools on teaching assignments shall receive \$10.00 per month in the 2008-2011 school years.

Article XXIV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011 subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary, and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year indicated.

DELANCO TOWNSHIP EDUCATION ASSOCIATION

By: CAROL LIPINSKY, Its President Carol Lipinsky 5-28-08

By: JOHN STOCKTON, Its Secretary John E. Stockton 5/28/08

DELANCO BOARD OF EDUCATION

By: IRENE FAUST, Its President Irene L. Faust 5/28/08

By: DIANA CAWOOD, Its Secretary Diana Cawood 5/28/08

Delanco Township Education Association Negotiators

Thomas Shields, Chairman

Lisa Chiemiego Tracy Hofstrom

Jennifer Smith John Warner

Delanco Board of Education Negotiators

James DiMiero, Chairman

Daniel Faust Irene Faust

Laurie Pfisterer

Michael Livengood, Advisor

Frank Cavallo, Solicitor, Parker McCay

Date of BOE member ratification: April 30, 2008

Date of DTEA member ratification: April 24, 2008

SALARY GUIDE – TEACHERS

YEAR 1
2008-09 Delanco Teachers 2007-08

YEAR 2
2009-10 Delanco Teachers 2007-08

YEAR 3
2010-11 Delanco Teachers 2007-08

Salary Guide

Salary Guide

Salary Guide

Step	BA	BA+15	MA	MA+15	MA+30	Step	BA	BA+15	MA	MA+15	MA+30	Step	BA	BA+15	MA	MA+15	MA+30
1	43,753	44,878	46,003	47,128	48,253	1	45,024	46,149	47,274	48,399	49,524	1	47,225	48,350	49,475	50,600	51,725
2	43,953	45,078	46,203	47,328	48,453	2	45,224	46,349	47,474	48,599	49,724	2	47,425	48,550	49,675	50,800	51,925
3	44,156	45,281	46,406	47,531	48,656	3	45,424	46,549	47,674	48,799	49,924	3	47,625	48,750	49,875	51,000	52,125
4	44,564	45,689	46,814	47,939	49,064	4	45,844	46,969	48,094	49,219	50,344	4	47,825	48,950	50,075	51,200	52,325
5	44,972	46,097	47,222	48,347	49,472	5	46,264	47,389	48,514	49,639	50,764	5	48,245	49,370	50,495	51,620	52,745
6	45,686	46,811	47,936	49,061	50,186	6	46,998	48,123	49,248	50,373	51,498	6	48,978	50,103	51,228	52,353	53,478
7	47,318	48,443	49,568	50,693	51,818	7	48,677	49,802	50,927	52,052	53,177	7	50,657	51,782	52,907	54,032	55,157
8	49,561	50,686	51,811	52,936	54,061	8	50,984	52,109	53,234	54,359	55,484	8	52,964	54,089	55,214	56,339	57,464
9	52,213	53,338	54,463	55,588	56,713	9	53,713	54,838	55,963	57,088	58,213	9	55,693	56,818	57,943	59,068	60,193
10	56,496	57,621	58,746	59,871	60,996	10	58,119	59,244	60,369	61,494	62,619	10	60,099	61,224	62,349	63,474	64,599
11	60,269	61,394	62,519	63,644	64,769	11	62,000	63,125	64,250	65,375	66,500	11	63,980	65,105	66,230	67,355	68,480
12	64,552	65,677	66,802	67,927	69,052	12	66,406	67,531	68,656	69,781	70,906	12	68,386	69,511	70,636	71,761	72,886
13	69,345	70,470	71,595	72,720	73,845	13	71,337	72,462	73,587	74,712	75,837	13	73,317	74,442	75,567	76,692	77,817
14	72,914	74,039	75,164	76,289	77,414	14	75,008	76,133	77,258	78,383	79,508	14	76,988	78,113	79,238	80,363	81,488
15	75,974	77,099	78,224	79,349	80,474	15	78,156	79,281	80,406	81,531	82,656	15	80,136	81,261	82,386	83,511	84,636

SALARY GUIDE – CUSTODIANS HIRED PRIOR TO 6/30/07

YEAR 1 2008-09		YEAR 2 2009-10		YEAR 3 2010-11	
Salary Guide		Salary Guide		Salary Guide	
Step		Step		Step	
1	38,096	1	39,497	1	40,778
2	38,858	2	40,287	2	41,593
3	39,510	3	41,092	3	42,425
4	39,918	4	41,500	4	43,273
5	40,814	5	42,396	5	44,169
6	41,465	6	43,047	6	44,820

SALARY GUIDE – CUSTODIANS HIRED AFTER 6/30/07

YEAR 1
2008-09

YEAR 2
2009-10

YEAR 3
2010-11

Salary Guide

Salary Guide

Salary Guide

Step

Step

Step

1	30,992
2	31,612
3	32,612
4	33,612
5	34,612
6	35,612

1	32,015
2	32,655
3	33,308
4	34,308
5	35,308
6	36,308

1	33,069
2	33,730
3	34,404
4	35,092
5	36,092
6	37,092

SALARY GUIDE – MAINTENANCE

YEAR 1
2008-09

YEAR 2
2009-10

YEAR 3
2010-11

Salary Guide

Step

1	42,733
2	43,587
3	44,587
4	45,587
5	46,587
6	47,587

Salary Guide

Step

1	45,235
2	46,140
3	47,062
4	48,062
5	49,062
6	50,062

Salary Guide

Step

1	47,744
2	48,698
3	49,672
4	50,665
5	51,665
6	52,665

SALARY GUIDE – SECRETARY HIRED PRIOR TO 6/30/07

YEAR 1 2008-09		YEAR 2 2009-10		YEAR 3 2010-11	
Salary Guide		Salary Guide		Salary Guide	
Step		Step		Step	
1	32,401	1	34,677	1	36,947
2	33,049	2	35,370	2	37,685
3	34,093	3	36,077	3	38,439
4	35,137	4	37,121	4	39,207
5	36,181	5	38,165	5	40,251
6	37,224	6	39,208	6	41,294

SALARY GUIDE – SECRETARIES HIRED AFTER 6/30/07

YEAR 1
2008-09

YEAR 2
2009-10

YEAR 3
2010-11

Salary Guide

Salary Guide

Salary Guide

Step

Step

Step

1	25,785
2	26,300
3	27,300
4	28,300
5	29,300
6	30,300

1	26,594
2	27,126
3	27,668
4	28,668
5	29,668
6	30,668

1	27,429
2	27,977
3	28,537
4	29,107
5	30,107
6	31,107