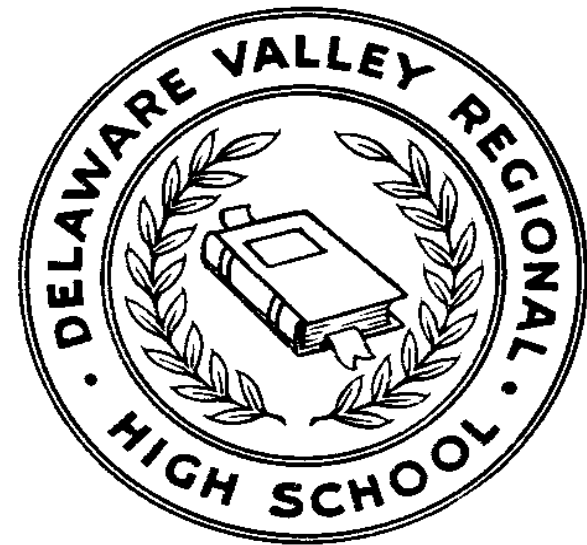


**Contract Agreement  
between the  
Delaware Valley Regional High School  
Board of Education  
and the  
Delaware Valley Regional  
Education Association**



2006-2009

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**APPENDIX H: Area Coordinators Salary Guide**

No. in Department	2006-2007	2007-2008	2008-2009
1 – 2	\$1,003	\$1,050	\$1,097
3 – 4	\$1,255	\$1,311	\$1,370
5 – 6	\$1,630	\$1,703	\$1,780
7 +	\$2,001	\$2,091	\$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.

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**ARTICLE I: Agreement**

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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	Technology Teacher/Trainer	

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**

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### **A. Negotiation Meetings**

The parties agree to enter into collective negotiations over a successor agreement in accordance with NJSA 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 through administrative channels. He shall have the right to present his own appeal or designate representatives of the Delaware Valley Education Association to appear with him or for him at Steps One and Two. At Steps Three and Four, he may appear with anyone of his 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 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 shall set forth his 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 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 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 therefor, shall review the grievance, hold a hearing with the employee and/or his 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 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 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.

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**ARTICLE IV: Association Rights and Privileges**

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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.

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**ARTICLE V: Work Year**

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A. In-School Work Year

1. Ten (10) Month Personnel:  
(Applies only to teaching staff.)

The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall be the calendar established by the Board.

2. Definition of In-School Work Year  
(Applies only to teaching staff.)

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. 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.

The in school work year shall consist of 181 student/teacher days and four (4) additional teacher-only/in-service days.

3. Inclement Weather

Attendance shall not be required whenever student attendance is not required due to inclement weather for all employees except custodians. Custodians shall report as directed by the Business Administrator. Secretaries may be required to report to work at a time specified by the Superintendent and only when the administrators are required to report on inclement weather days. A maximum of one-half of the secretarial staff may be required to report on inclement weather days on a rotating basis.

4. Vacation for Twelve Month Secretaries and Custodians

- a. After the completion of one (1) through five (5) years of service each employee will receive two (2) weeks vacation.
- b. After the completion of six (6) through fourteen (14) years of service each employee will receive three (3) weeks vacation.
- c. After the completion of fifteen (15) years of service each employee 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.

5. Ten (10) month secretaries shall be eligible for three (3) vacation days per year to be scheduled with permission from the secretaries' immediate supervisor.

6. 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.

7. Secretarial Work Day

- a. Eight (8) hours inclusive of a lunch and two (2) fifteen (15) minute coffee breaks.
- b. Starting and ending time as defined by the supervisor.
- c. Summer hours will be posted the following Monday after the end of the teacher work year.
- d. Due to inclement weather or emergencies, secretaries shall be dismissed no later than thirty (30) minutes after the teacher staff.

LEVEL 2: Superintendent

DATE PRESENTED: \_\_\_\_\_

DISPOSITION:                      Granted: \_\_\_\_\_                      Denied: \_\_\_\_\_

REASON/S: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUPERINTENDENT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ASSOCIATION SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

GRIEVANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

LEVEL 3: School Board

DATE PRESENTED: \_\_\_\_\_ HEARING DATE: \_\_\_\_\_

ASSOCIATION REPRESENTATIVE: \_\_\_\_\_

DISPOSITION:                      Granted: \_\_\_\_\_                      Denied: \_\_\_\_\_

REASON/S: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BOARD SECRETARY'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ASSOCIATION SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

GRIEVANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

LEVEL 4:

The association officer's signature indicated the grievant's dissatisfaction with the disposition Level Three and a desire to proceed to arbitration.

DATE PRESENTED: \_\_\_\_\_ ARBITRATION DATE: \_\_\_\_\_

ASSOCIATION REPRESENTATIVE: \_\_\_\_\_

DISPOSITION:                      Granted: \_\_\_\_\_                      Denied: \_\_\_\_\_

FILE NUMBER: \_\_\_\_\_

**APPENDIX A**

**DELAWARE VALLEY REGIONAL HIGH SCHOOL DISTRICT  
GRIEVANCE FORM**

LEVEL ONE: 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 Level One and a desire to proceed to Level Two.

GRIEVANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

e. 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.

8. Custodial Work Day

a. Eight (8) hours inclusive of a lunch and two (2) fifteen (15) minute coffee breaks. Employees shall remain on the premises during their paid lunch and coffee breaks.

b. Starting and ending time for each custodian's work shift shall be defined by the supervisor.

c. 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.

d. Overtime shall be rotated among all custodial employees to the extent permitted by work shifts.

e. 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.

f. 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 compensatory time at the rate of one (1) hour for each hour of duty at a later time during the year.

g. 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 custodial supervisor, and be credited with compensatory time for the hours worked.

9. Aides Work Day

- a. Maximum of eight (8) hours per day inclusive of a lunch and two (2) fifteen (15) minute coffee breaks.
- b. Starting and ending time as defined by the supervisor.
- c. 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.

**ARTICLE VI: Work Hours and Work Load**

A. Length of Day

(Applies only to teaching staff.)

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

B. Arrival and Dismissal

(Applies only to teaching staff.)

- 1. 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.
- 2. Teachers shall be in attendance on full day in-service days on a schedule developed by the Superintendent in consultation with the Association.
- 3. 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.
- 4. 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 pupil's school day or when obligations are met after the pupil departure time, but not later than the regular teacher departure time.
- 5. 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.

**ARTICLE XXVIII: Duration**

- A. This Agreement shall become effective on July 1, 2006, and shall continue in effect through June 30, 2009. 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.
- B. IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at Alexandria Township, Hunterdon County, New Jersey on this 20th day of April, 2006.

**DELAWARE VALLEY REGIONAL EDUCATION ASSOCIATION**

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Secretary Date

**DELAWARE VALLEY REGIONAL BOARD OF EDUCATION**

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Secretary Date

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 nor 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 telegram or registered letter.

C. 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 or beyond his total in school work day as defined in paragraph A and B above, shall be compensated at twenty-four dollars (\$24.00) per hour for 2006–2007, twenty-five dollars (\$25.00) per hour for 2007-2008 and twenty-six dollars (\$26.00) per hour for 2008-2009.

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

The practice of using a regular teacher as a substitute, thereby depriving him of his 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 twenty-four dollars (\$24.00) for 2006–2007, twenty-five dollars (\$25.00) for 2007-2008 and twenty-six dollars (\$26.00) for 2008-2009 per every one (1) period covered in each year of the contract.

E. 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-four dollars (\$34.00) per hour for 2006-2007, thirty-five dollars (\$35.00) per hour for 2007-2008 and thirty-six dollars (\$36.00) per hour for 2008-2009 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.

F. Instructional Aide as Substitute Teacher Pay

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.

G. Teaching Load

(Applies only to teaching staff.)

The daily teaching load in the school shall be six (6) forty-four (44) minute periods based on an eight (8) period day. An exception to this Article can be made with the agreement of the teacher, Association, and the Board; in this case an extra eight hundred and fifty dollars (\$850) will be paid for each period, to be prorated based on the number of marking periods in which the seventh class occurs. Guidance personnel, Child Study Team members, librarians, and nurses are excluded from the six (6) periods limitation in this section. Volunteers will be sought when a representative of the Association is present.

H. Faculty Meetings

(Applies only to teaching staff.)

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.

I. Custodians

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.

**ARTICLE XXVII: 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 teachers professional duties is his 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 date 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 is to be notified by the administration in writing. The employee shall have the right to justify his 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.

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.

C. 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.

2. Custodial employees hired after July 1, 1987, will be required to obtain a Black Seal license. Employees hired prior to July 1, 1987, who do not possess a Black Seal license, shall obtain the license as soon as possible. The Board will pay the tuition cost for the Black Seal License course and the test fee.
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 pay up to one hundred-fifty dollars (\$150.00) per year towards the purchase of insulated work shoes for each custodian.
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 VII: Non teaching duties**  
(Applies only to teaching staff)

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A. Intent

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

**ARTICLE VIII: Employment Notification**

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- A. Employees shall be notified of their contract and salary status for the ensuing year no later than May 15th.
- B. Secretaries shall be given written notice of their job description for the forthcoming year no later than August 1st.



## ARTICLE IX: Salaries

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### 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 2006 - 2007, 2007 - 2008 and 2008 - 2009 school years.
2. Ten (10) Month: Each teacher employed on a ten (10) month basis shall receive his pay in twenty (20) equal semi-monthly installments. The fifteenth and last day of each month are designated as paydays. Twelve (12) month employees shall be paid on the fifteenth and last day of each month. Custodians working night shift shall be paid during their shift immediately preceding the fifteenth and last day of each month.
3. Exceptions: When a pay day 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. Mileage Reimbursement: Reimbursement for mileage traveled while on authorized school business shall be at the rate established by the Internal Revenue Service for each calendar year.

### 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) 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 XIX 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. 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.

## ARTICLE XXV: N.J.E.A. Convention

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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 XXVI: Deduction from Salary

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### A. 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.

### B. 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 15<sup>th</sup> 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.

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 XXIV: Personal and Academic Freedom**

A. Personal

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 assigned functions during the workday.

B. Academic Freedom - (Applies only to teaching staff)

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. In order to qualify for payment after the end of the current school year, the employee must give the Board notice of his/her intent to retire not later than September 30 preceding the retirement. Notification after this date shall cause payment to be delayed one year.
3. 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 all teachers shall be \$20,000.
4. 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 1/2) 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 teacher work year.

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

F. Technology Teacher/Trainer

The technology teacher/trainer shall be a twelve (12) month employee compensated at 1.333 times the appropriate step on the teacher salary guide. The job description shall be approved by the Board of Education. The technology teacher/trainer shall be eligible for three (3) weeks vacation upon completion of years one (1) through five (5) in the position of technology teacher/trainer and four (4) weeks thereafter.

**ARTICLE X: Teacher Assignment**  
(Applies only to teaching staff)

A. Notification

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 XI: 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 XII: Home Teaching**

Home teaching openings shall be posted as they occur. Homebound instruction rate will be thirty-eight dollars and fifty cents (\$38.50) for 2006-2007, forty dollars and fifty cents (\$40.50) for 2007-2008 and forty-two dollars and twenty-five cents (\$42.25) for 2008-2009 per hour with one (1) hour guarantee and reimbursement for mileage.

**ARTICLE XXIII: Protection of Teachers, Students and Property**

A. Unsafe and Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being as determined by the immediate supervisor or a state agency. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board immediately to develop mutually acceptable programs to guarantee the safety of employees.

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 therefrom; 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 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 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.

## ARTICLE XXII: Supervision of Student Teachers

(Applies only to teaching staff)

The following procedures shall govern the supervision of student teachers:

- A. Tenure: No teacher shall have a student teacher under his supervision unless said teacher has obtained tenure status.
- B. Voluntary Participation: Supervision by a teacher of a student teacher shall be voluntary. Each teacher shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment.
- C. Consent: Each teacher shall have the right to accept or reject a student teacher. The teacher shall receive the request to take a student teacher at least nine (9) weeks prior to the student's introduction to the classroom.
- D. Released Time: Each cooperating teacher shall be provided with release time with pay for attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university.
- E. Assignments: A cooperating teacher shall not be given additional assignments outside of his regular responsibilities during the period he is supervising student teacher.
- F. Materials and Supplies: Each student teacher shall be provided with appropriate materials and supplies including, but not limited to, a copy of each textbook used in any course he/she is teaching, building policies and grade book.
- G. Eligibility to Teach: A student teacher shall teach only in areas for which he will be eligible for certification.
- H. Substitution: A student teacher shall not be used as a substitute teacher.

## ARTICLE XIII: 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 designee shall confer with all parties. The employee shall have the right to be present at all meetings of the Principal or his 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 designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or employee, he shall forward the results of this investigation along with his 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 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 designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

**ARTICLE XIV: Teacher Facilities**

(Applies only to teaching staff)

A. Special Clothing

The Board shall provide gym uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial arts teachers.

B. Office Space

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

**ARTICLE XV: 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). No personal days are to be requested on an in-service day (except in case of emergencies). Unused personal days shall convert to sick leave at the end of each school year.
2. Up to one (1) day for the purpose of visiting other schools (this paragraph applies only to teaching staff).
3. 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.

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 XXI Insurance Protection**

A. Health Care Coverage

The Board shall provide health care insurance at a level which is at least equal to the benefits provided under the state's Health Benefit Plan for each employee scheduled to work twenty (20) or more hours per week and which shall include family coverage for the employee's immediate family. The full premium shall be paid by the Board.

The Delaware Valley Education Association will continue to attempt to eliminate double health insurance coverage.

B. Vision Care Coverage

The Board will provide vision care coverage for all eligible employees who elect to enroll and their families where appropriate. Employees who elect to enroll in the vision insurance plan shall pay fifty dollars (\$50.00) per year toward the cost of the premium.

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 full premium shall be paid by the Board.

- 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.

**ARTICLE XVI: 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. (Starting with "National Teacher Corps..." to end of paragraph applies only to teacher staff.)
- 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.

#### 2. Voluntary Professional Growth and Development

Teachers shall be reimbursed at 100% of tuition costs for graduate courses, up to a maximum of nine (9) credits per year at two hundred fifty dollars (\$250.00) per credit or the highest tuition in a New Jersey State College or university, whichever is greater. The per-teacher maximum is not to exceed \$2,500.00 per year. The secretary/aide maximum shall be \$800.00 per person per year.

Teachers 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).

The maximum liability to the Board of Education shall be \$30,000.00. 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:

- a. 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;
- b. reimbursement for additional courses shall be taken from the balance of funds after the FIRST SIX (6) CREDIT reimbursement; and,
- c. 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.

Teachers will be eligible to receive reimbursement under the terms of this clause if, and only if, they continue to be employed twelve (12) months after submission of documentation of the successful completion of the course or courses.

#### 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.

6. Any members who have fifty (50) or fewer sick days may retain two (2) sick days for use during the course of the remainder of the school year. If these days are not needed by the member they will be returned to the bank.

- D. Members who are on extended leaves of absence or sabbaticals will neither be required to contribute to nor be allowed to draw on the sick day bank. Upon their return, their rights and obligations will be reinstated in full.
- E. First year teachers will be allowed to become members of the bank without having their number of permitted sick days reduced and will be allowed, subject to the conditions in Section C. above, to draw on the bank for up to twenty (20) more sick days but not after March 30 of their first year if their contract is not to be renewed. After the first year, their membership shall be based on complying with the terms of Section B. above, except that prior to attaining tenure they will not be allowed to draw on the bank after March 30 if their contract has not been renewed.
- F. Maternity leave benefits will include the disability of a pregnant employee eligible for sick leave pay under, Article XVI, Section C. of this Contract to draw a maximum of five (5) days from the bank if said pregnant employee has less than forty (40) sick days remaining at the start of the maternity leave. The sum of available sick days and days drawn from the sick day bank shall not exceed the maximum number of sick days provided for pregnancy related disability.

## **ARTICLE XX: 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 regular working day and year at his regular rate as defined in Article VI, Section C. of this Agreement.

## **ARTICLE XVII: Sabbatical Leaves**

(Applies only to teaching staff)

A. 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 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 would have achieved had he 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 must repay the Board of Education two-thirds (2/3) of the salary he 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 XVIII: Sick Leave**

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### **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 a sick day in the event of an illness in the immediate family.

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

## **ARTICLE XIX: Sick Day Bank**

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A. A sick day bank shall be created by the Board for teachers who wish to participate.

B. The sick day 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 designee in writing of their intention to enroll by October 15 of any year.
2. The individuals allotted number of cumulative sick days for that year will be reduced by five (5), and five (5) additional days shall be donated in the succeeding year.
3. The Board shall then place these five (5) sick days in the bank for each of the first two (2) years for each teacher who joins.
4. The bank member may not claim these sick days if he withdraws from the bank for any reason.

5. The maximum size of the sick day bank shall be ten (10) days times the number of enrolled members.
  6. If, at the end of the school year, the sick day bank drops to or below five (5) days times the number of enrolled members in the following school year, the cumulative sick days for each member will again be reduced by five (5) for that year and the Board shall place the five (5) sick days in the bank for each member.
  7. In an emergency as determined by the Day 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.
  8. The Superintendent or his designee shall be custodian of the sick day bank.
- C. The sick day bank shall be available for use in case of major illnesses or disabilities on the following basis:
1. Anyone who has accumulated fifty (50) or more sick days is required to use up fifty (50) sick days during the school year 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 Day Bank Committee, composed of teachers and the Superintendent, who may grant additional sick days from the bank. If they so decide, they then certify to the Superintendent or his 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 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 one hundred seventy (170) sick days may be granted to any one member in any school year.