

**2007 - 2010**

**NEGOTIATED DOCUMENT**

**BETWEEN**

**DELSEA REGIONAL  
HIGH SCHOOL DISTRICT**

**AND**

**DELSEA EDUCATION ASSOCIATION / NJEA**

**(Teachers, Teachers' Aides, Secretaries, Custodians)**





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**PREAMBLE**

This agreement entered into by the Board of Education of the Delsea Regional High School District ("Employer" or "Board"), and Delsea Education Association/NJEA has its purpose the harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

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**Section I**  
**Articles Apply to All Employees Represented by the**  
**Delsea Education Association**

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**ARTICLE 1**  
**RECOGNITION**

- A. The Board of Education of the Delsea Regional High School District hereby recognizes the Delsea Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment of all certified and non-certified personnel under contract, whether on leave or on a per diem basis or hourly, including:

Unit A-Certified:

Classroom teachers	Librarians
Nurses	Guidance Counselors/SAC
Internal Suspension Monitors	Learning Disabled Specialist
Social Worker	Teacher/Basic Skills Monitors
School Psychologist	

Unit A-Non-certified:

Teacher Aides  
Custodial Staff  
Secretaries

- B. 1. For contract purposes only, unless otherwise indicated the term "teacher" when used hereinafter in this Agreement, shall refer to all employees identified in "Unit-A-Certified" above and represented by the Delsea Education Association in the negotiations unit, and references to males shall include females.
2. Unless otherwise indicated the term "teacher aide" when used hereinafter in this Agreement, shall refer to special and regular education teacher aides, one-to-one aides, and paraprofessionals.

3. Unless otherwise indicated the term "custodian" when used hereinafter in this Agreement, shall refer to contracted full time custodial employees employed by the Board.
  4. Unless otherwise indicated the term "secretary" when used hereinafter in this Agreement, shall refer to contracted full time secretarial employees employed by the Board.
- C. The Board will submit to the Association a list of all new employees who began their employment in a bargaining unit position within three working days of hire. The list will include names, job titles, and dates of employment for all such employees.

## ARTICLE 2 NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations should begin no later than one hundred and twenty days prior to the budget submission date of the public employer in the year the agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, and be signed by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant dates, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection all public records, data, and information of the school district.
- C. Neither party in any negotiations shall have any control over the selection of the negotiations representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.
- D. Negotiation Session
1. The Association and the Board shall submit a complete bargaining proposal for a successor agreement not later than December 1, of the appropriate year. If mutual agreement on all items has not been reached by **May 31**, the following options shall be available:
    - a. The time deadline may be extended by either party, or
    - b. Either party may declare an impasse concerning terms and conditions of employment. Upon declaration of an impasse, negotiations shall be resolved in accordance with Chapter 123, Public Laws 1974.
  2. During the negotiation period as many meetings as necessary will be held to reach agreement on the terms and conditions of employment.

3. All meetings between the parties shall be mutually agreed upon.
  4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Negotiations Committee of the Board and the Association, and be subject to the approval of a majority vote of both parties.
- E. Except as this agreement shall hereinafter otherwise specifically provide, on the effective date of this agreement, terms and conditions of employment applicable to employees covered by this agreement as established by the rules, regulations, 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 or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.
  - F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE 1 of this agreement, with any organization other than the Association for the duration of this Agreement.
  - G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
  - H. The Board and the Association each agree to pay one-half (1/2) of the cost of the final printing of a mutually agreed number of copies of this Agreement.
  - I. The Association agrees to distribute copies of this Agreement to the membership. The Board assumes no responsibility in this regard.

### **ARTICLE 3 GRIEVANCE PROCEDURE**

- A. Definitions:
  1. A "grievance" is an allegation that a specific provision of this Agreement, a Board Policy or Administrative decision, that affects the terms and conditions of employment that have been violated except that the term "grievance" shall not apply to:
    - a. any matter for which a method of review is prescribed by law or
    - b. any rule or regulation of the State Commissioner of Education or
    - c. any by-law of the Board of Education except those that have been pre-empted by Section 13 of Chapter 123, Laws of 1974 or
    - d. any matter, which according to law, is either beyond the scope of Board authority or limited to a unilateral action by the Board alone or



- e. a complaint of a non-tenure teacher or secretary which arises by reason of his/her not being re-employed
  - f. or a complaint by certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated by the employee within twenty-five (25) days of its occurrence. If grievance is continued beyond the last working day of the school year, any reference to days shall be construed to mean work days.
2. A "grievant" is an employee of the Association who files a grievance.
  3. "Day" means work day.
  4. "Representative" is a person or agent designated to represent either party in the grievance procedure.
  5. "Party in interest" is a person, agent, or agency with an interest in the grievance.
  6. Parties in interest shall be permitted representatives limited to three (3) persons at all levels of the procedure, and witnesses as determined by the hearing officer, provided requests for such are filed two (2) days prior to the hearing.
  7. There shall be one (1) designated employee grievance representative representing the unit.

B. Purpose:

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise regarding allegations that specific provisions of this Agreement have been violated. Both parties agree that these proceedings will be kept as informal and confidential as possible at any level of the procedure.

C. Procedure:

1. Time Limit - The number of days indicated at each level, should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Year End Grievances - In the event a grievance is filed at such a time that it cannot be processed through all of the steps of this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, the grievance could result in irreparable harm to a party in interest, the time limit set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

3. Specified Time Limits -
  - a. Failure by a grievant to process a grievance within the specified time limits of this procedure shall render the grievance as settled in favor of the Board.
  - b. Failure to issue a decision within the specified time limit of this procedure shall render the grievance settled in favor of the grievant.

D. Processing:

1. Level 1 – Informal
  - a. A grievant shall discuss informally with his or her immediate supervisor any alleged violations of this Agreement in order to resolve the grievance.
  - b. The supervisor shall communicate his/her decision to the grievant within three (3) days after the initial discussion. Level 2 - Formal - A grievance to be considered under this procedure must be initiated by the employee within fifteen (15) days of its occurrence or at the time when the aggrieved would have been reasonably expected to know of the occurrence. An employee with a grievance shall first submit the grievance in writing to his/her principal or immediate superior. The grievant may submit the grievance directly or through the Association's designated representative. The grievance must be on the proper form. The following should be set forth on the grievance form.
    1. The nature of the grievance.
    2. The section of the contract that is specifically violated.
    3. The results of previous discussions, if any were held.
  - c. If the grievance is processed above Level 1, the grievant should note his/her dissatisfaction with the decision previously rendered.
  - d. The principal shall communicate his/her decision to the grievant in writing within five (5) days after receipt of the written grievance.
2. Level 3 - Formal - Superintendent

The grievant may appeal the principal's or first level supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be filed within five (5) days of the receipt of the decision of the principal or first level supervisor. This appeal to the Superintendent must also be in writing and it must note the matters submitted to the principal as specified above and his/her dissatisfaction with decision previously rendered. The superintendent shall schedule a conference within ten (10) days following such a request and notify the grievant and the Association five (5) days prior to the conference date. Within (5) days after the conference is completed, the Superintendent shall communicate in writing to the parties in interest of his/her decision on the matter.

3. Level 4 - Board of Education

If the grievance is not resolved to the grievant's satisfaction at the Superintendent's level, the employee may request that this grievance be forwarded on appeal to the Board of Education within ten (10) days after receipt of the Superintendent's decision. This request shall be submitted in writing to the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance and shall, by mutual agreement of both parties, hold a hearing with the grievant and render a decision in writing within thirty (30) days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later. The decision of the Board will be final and binding unless the grievant appeals the decision to an advisory arbitrator within ten (10) days after the employee has received the Board's decision in writing.

4. Level 5 - Arbitration

- a. If the Association is dissatisfied with the decision of the Board of Education, the Association may request the appointment of an advisory arbitrator. The request must be filed by the Association with the Board Secretary within five (5) days after receipt of the Board's written decision to the Association.
- b. The advisory arbitrator shall be selected in accordance with the applicable rules of the Public Employment Relations Commission.
- c. The advisory arbitrator shall limit the hearing to the issues submitted to him or her and shall consider no other material or evidence.
- d. The advisory arbitrator can add nothing to, nor subtract anything from the Agreement between the parties.
- e. The hearing will entertain evidence, testimony and arguments only on those matters that are specifically considered grievable under this contract as defined in Section A-1 of this Article.
- f. The advisory arbitrator shall establish rules for the hearing, except where is provided herein.
- g. The advisory arbitrator shall rule first on the admissibility of the grievance to the fact finding hearing, if so requested by either party.
- h. The advisory arbitrator shall have no power to make a recommendation inconsistent with law.
- i. The fact finding of the arbitrator shall be issued in an advisory opinion including recommendations for settlement of the dispute.

E. Cost

1. Each party will bear the total cost of case preparation and representation incurred by that party. The fees and expenses of the advisory arbitrator are the only costs which will be shared by the two (2) parties and such costs will be shared equally.
2. If time is lost by an employee due to the arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must be either without pay or charged to personal time. Employee case preparation and post-hearing briefings will not be conducted during scheduled assignments.

F. General Provisions

1. Right of Representation - Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected or approved by the Association. The Association agrees to save the Board of Education harmless for any legal action or suit that may occur as a result of the Association's exercise of its rights in this paragraph.
2. No prejudice will attend any party in interest by reason of the utilization of participation in the grievance procedure.
3. The filing or pendency of any grievance shall not impede the normal management and operation of the schools.
4. All records of grievance processing shall be filed separately.
5. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Association will distribute the forms as they are required.
6. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
7. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated or selected representatives, hereto referred to in this procedure.
8. All records of grievance processing shall be filed separately.

**ARTICLE 4  
ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish to the Association in response to reasonable requests from time-to-time all available information concerning the financial resources of the district, including but not limited to annual financial reports and audits, register of certificated personnel,

agendas and minutes of all Board meetings, census data, names and addresses of all employees and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the members and their students, together with information which may be necessary for the Association to process any grievance or complaint.

- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal shall be notified at least three (3) days prior to the meeting of the time and place of such meetings and his/her approval shall be required.
- C. The Board shall grant, with full pay, to the President of the Association, five (5) days during the school year if elected to a State or National Office, which office shall be as N.J.E.A. President or N.E.A. officership. The President shall notify the Principal at least two (2) days in advance of the absence.
- D. The D.E.A. President and/or other Association officers will act in an advisory capacity to the Administration in their planning or orientation and in-service programs.
- E. Bulletin board space will be made available at various locations for the purpose of posting Association announcements. Political or derogatory material shall not be posted.

## **ARTICLE 5 EMPLOYEE RIGHTS**

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize and join the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Law 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, reduced in rank, title or compensation or deprived of any written or existing professional advantages without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.



- D. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview. Any suspension of an employee pending charges shall be with or without pay pending final determination of the same, and if the charge is dismissed, the person shall be reinstated immediately with full pay as of the time of such suspension as stated in Title 18A:6-14.

## **ARTICLE 6 BOARD RIGHTS**

The Delsea Regional High School District Board of Education, on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and the Constitution of the State of New Jersey and of the United States to:

- a. direct employees of the school district;
  - b. hire, promote, transfer, assign and retain employees in positions and to, with just cause, suspend, demote, discharge or to take other disciplinary action against employees as deemed warranted by the Board, in compliance with the bargaining agreement;
- C. relieve employees from duty because of lack of work or for other legitimate reasons;
- D. maintain the efficiency of the school district in its operations and take such action as may be deemed necessary by the Board to fulfill such obligation;
- E. establish and administer policies and procedures and work rules related to personnel matters, school district activities, training, operational functions, performance of services, and maintenance of the facilities and equipment of the school district; as defined in the bargaining agreement; and,
- F. determine staffing needs and the work to be performed by employees, or through contracted services, and to control and regulate the use of facilities, supplies, equipment, materials and any other property of the school district.

## **ARTICLE 7 REPRESENTATION FEE**

- A. The Board agrees to deduct from the salaries of its employees, subject to this agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.93, as amended.
- B. A check-off shall commence for each employee who has signed a properly dated authorization card, supplied by the Association and verified by the Board Secretary, during

the month following the filing of such card with the Board.

- C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish the Board written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board either new authorizations from its member showing the authorized deduction for such employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary "check-off authorization" form and will secure the signatures of its members on the forms and deliver the signed forms to the Board Secretary.
- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Board. The filing notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.93, as amended.
- F. The Association shall, on or before the 2nd Friday in September for 2000-01 and for all contract years following, deliver to the Board a written statement containing the following:
  - 1. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4. A statement that the Association has established and maintains a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4 and that a copy of the procedure has been provided to the Board and to each person subject to this provision. A statement establishing the amount of yearly representation fees to be deducted from the salary of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments shall be given to the Board. A list of all bargaining unit members who have failed to become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement provided, however, that no deductions shall be made from the wages of any person who has not received from the Association a copy of the demand and return procedure.
- G. Beginning with the first full pay period in October, the Board will commence deductions (of the representation fee) from salaries of employees in accordance with paragraph 8 below and will promptly transmit the amount so deducted to the Association.
- H. Payroll Deduction Schedule - The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the school year in question. The deductions will begin with the first paychecks:
  - 1. In October; or thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in

the bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

- I. 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.
- J. 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.

## ARTICLE 8 TEMPORARY LEAVE OF ABSENCE

- A. All employees shall be granted temporary leaves at full pay provided that they comply with the regulations, as stated in this Article.
- B. Bereavement Leave - An allowance of up to three (3) days shall be granted for death in the immediate family. The immediate family is defined as father, mother, spouse, child, brother, sister, grandparent, mother-in-law, father-in-law, or any legally domiciled member of the immediate household. An allowance of (1) day shall be granted to attend the funeral of other blood relatives of the employee not listed above, as well as the following non-blood relatives:
  - Sister-in-law
  - Brother-in-law
  - Daughter-in-law
  - Son-in-law
- C. Personal Leave:
  - 1. An employee may request up to three (3) days unchallenged personal leave per year. The request for personal leave will be made on the proper form.
  - 2. The following regulations shall apply to the granting of all personal days:
    - a. The proper form must be filled out by the employee and submitted to the Superintendent's office and must be on file in the office of the Superintendent at least twenty-four (24) hours before the commencement of the leave.
    - b. No more than six (6) employees in each category will be permitted to utilize personal leave on the same day.
    - c. Personal day approvals shall not border a national or school holiday. Teacher personal days shall also not border a teacher in-service day.

- d. Unused personal days shall be converted to sick leave days.
- e. Secretarial and custodial/maintenance employees may utilize personal leave in half day increments with three working days notice.
- f. In cases of an extreme emergency, the employee shall call the appropriate immediate supervisor or designate. The proper form is to be executed immediately upon return.

D. Sick Leave

- 1. Each employee shall be entitled to twelve (12) days of sick leave per year for twelve (12) month employees and ten (10) days of sick leave per year for ten (10) month employees. If the employee has worked for the district less than a full year, one (1) day of sick leave for each month of employment may be granted at the discretion of the Superintendent. Sick leave shall accumulate from year to year. This leave should be taken only in cases of illness which would interfere with the successful completion of employee responsibilities. In the cases of prolonged illness in excess of five (5) days, which will necessitate prolonged absence, it shall be necessary for the employee to submit a medical excuse from a doctor to the Office of the Superintendent. The Board reserves the right to validate medical evidence through the district's medical examining officer. If deemed necessary, the Board will assist in expediting the scheduling of appointments. A doctor's certificate may be required at the discretion of the Superintendent when a pattern of absences has been observed.
- 2. Sick leave may be utilized in ½ day increments by secretaries and custodians only. The employee must work at least four (4) hours, exclusive of lunch.
- 3. Each employee will be provided with an accounting of the number of sick days such employee has at the end of the school year.
- 4. Absences without notice for three (3) consecutive days shall constitute a termination not in good standing.

- E. Association Leave -- An allowance of up to thirty (30) days per year at full pay shall be granted. This leave will be thirty (30) total days for the association President to request, with 5 days prior notice when possible. These days will only be available for members to attend important association meetings and/or functions. Approval is at the discretion of the Superintendent, and denial by the Superintendent is not grievable.

**ARTICLE 9**  
**EXTENDED LEAVES OF ABSENCE WITHOUT PAY**

- A. Leaves are granted at the discretion of the Board. Requests for extended leaves are considered on a case-by-case basis. Written application for leave should be forwarded to the Superintendent no later than ninety (90) days before the requested start date of the leave. The application must indicate the date the leave is to commence, the reason for the leave and the length of the leave requested.
- B. No leave will be approved for more than one (1) calendar year at any one time. The Board will notify the employee of its decision no later than fifteen (15) days before the commencement of the employee's requested leave. If, after an employee has been granted a leave, the employee wishes to extend that leave, the request for an extension shall be made in writing to the Superintendent who will refer the request to the Board. The request for an extension of leave must be made at least forty-five (45) calendar days before the scheduled expiration of the existing leave period. Notice of intention to either return to employment or to resign shall be given to the Superintendent thirty (30) days prior to the expiration of the leave.
- C. In emergency situations, the employee should contact the Superintendent no later than fifteen (15) days before the commencement of the requested leave, or as soon as feasible under the circumstances. The Board will expedite consideration of emergency leave requests, provided there is appropriate notice and the request is properly processed in writing with the Superintendent.
- D. Leaves are without pay or benefits, except as may be required by law. Sick leave days and other benefits shall not accrue during the leave, but unused sick leave days held at the start of the leave shall be reinstated upon return to employment. Employees seeking to continue their insurance coverage during leave must make that desire known to the Superintendent and arrange for premium payments prior to the start of the leave period.
- E. The following types of extended leaves of absence are available:
1. Military Leave  

Military leave without pay shall be granted in accordance with all applicable statutory requirements.
  2. Disability Leave (Including Pregnancy Leave)
    - a. An employee who anticipates disability shall so notify the Superintendent as soon as the employee is under medical supervision for the condition and a date is projected for the anticipated disability. Because of the potentially disabling nature of pregnancy and the certainty of temporary disability at birth, the Board will presume that a pregnant employee is disabled for work thirty days before the anticipated date of childbirth and continues to be disabled for thirty days after parturition, except that any such employee who



presents medical certification of her fitness may continue to work until she is actually disabled and may return to work as soon as she is able.

- b. The Board reserves the right to require an employee who requests an extended leave of absence that includes anticipated disability to commence and/or terminate the leave at times that insure continuity in the educational program. Whenever possible, partial year leaves of absence will begin and end at divisions in the academic calendar and will cause not more than one interruption in teaching continuity during the school year in which the leave is taken. No person who is required to take leave at a time other than that requested will be denied the use of sick leave for the anticipated disability.
- c. An employee who anticipates a disability may request a leave of absence to commence before and to extend beyond the period of disability. Any such request shall be subject to Board discretion. An employee on voluntary leave of absence is not eligible for sick leave pay for disability occurring during the period of absence.
- d. The Board, in its discretion may require a review and examination of the employee's condition by a Board selected physician as to the employee's fitness to continue in employment. If, as a result of such examination, the employee is found to be unfit to perform assigned duties, the employee shall be placed on sick leave for the duration of the disability with such compensation, if any, to which the employee is entitled under the terms of the agreement. The opinion of a third unrelated physician, as selected by the parties, shall govern in cases of disagreement between the employee's physician and the Board selected physician as to the employee's medical condition.

### 3. Miscellaneous Leave

Upon application, the Board, in its sole discretion, may grant such additional leave as it deems appropriate.

### 4. Leave Under The Family Leave Act

- a. Leave to provide care as the result of the birth or adoption of a child or a serious health condition of a family member (as defined in the Act) or the employee is available to eligible employees pursuant to the Federal Family and Medical Leave Act and the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq. Any such leave shall be in accordance with all statutory requirements and procedures.
- b. Pursuant to the Act, eligible employees are entitled to take up to a maximum of twelve (12) weeks of leave in a 12 month period. The 12 month period commences with the beginning of the leave.

- c. Pursuant to the requirements of the Act, the Board will maintain in effect, for up to the maximum 12 week duration of leave under the Act, the employee's health insurance coverage as if the employee had continued in active employment.
- d. Employees desiring family leave must submit a leave request indicating the starting and ending dates of the leave.
  - (1) Leave for Maternity/ Child Rearing Purposes  
Requests for family leave taken for the birth or adoption of a child shall be submitted at least 30 days prior to the anticipated commencement of the leave, except in cases of medical emergency. Leave must be taken consecutively and must begin within one year of the adoption or birth.
  - (2) Leave to Care for Family Member with Serious Health Condition  
  
An employee requesting family leave to be taken for the serious medical condition of a family member shall provide at least fifteen (15) days prior notice to the commencement of the leave, except where emergency circumstances warrant shorter notice. The leave request shall include a prearranged commencement and expiration date. The leave may be taken consecutively or intermittently, depending upon the legitimate needs of the employee.
- e. An employee desiring to take leave in excess of the maximum 12 weeks allowable under the Family Leave Act must include a request for this additional leave time along with the original Family Leave Act request. Such additional leave may be granted at the discretion of the Board. Generally leave granted shall not exceed one (1) year, unless by special permission granted by the School Board at its discretion after consideration of an individual case.
- f. No salary shall be paid to any employee on leave under the Family Leave Act, nor shall any rights or benefits accrue during the period of leave.
- g. Upon return to employment following leave under the Family Leave Act, the school shall offer the job held by the employee before going on leave or a substantially equivalent position, except as his/her entitlement to a position may have been affected by a reduction in force.
- h. The Board shall require the certification of the health care provider verifying the purpose of the requested family leave. In the event the Board doubts the validity of the certification, the employee shall obtain the opinion of a second health care provider approved by the Board. If the certification and opinion disagree, the employee shall, at Board expense, obtain an opinion from a third health care provider approved by both the employee and the Board.

- i. The opinion of the third health care provider shall be final and binding.

**ARTICLE 11  
SEVERANCE PAY FOR ACCUMULATED SICK LEAVE**

Any unit member who completes fifteen (15) or more years of consecutive service or twenty (20) or more years of consecutive service and who has accumulated unused sick leave, will be eligible for this benefit. Retirement shall be defined as the completion of all retirement requirements for the processing of pension under the New Jersey State Teacher's Pension System or Public Employees Retirement System. Each employee with unused sick days at the time of retirement will be eligible for a reimbursement as follows with no maximum payment for each participant

- \$40.00 per day for those with 20 or more years of consecutive service
- \$35.00 per day for those with 15 or more years of consecutive service

Should an employee die anytime prior to receipt of such payment, payment shall be made to his/her estate.

**ARTICLE 12  
FULLY BARGAINED CLAUSE**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable or bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 13  
SEVERABILITY**

If any part, clause, portion, or article of this agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion, or article may be deleted and the remainder of the agreement not so affected shall continue in full force and effect, absent the affected clause.

**ARTICLE 14  
WORK CONTINUITY**

The Delsea Education Association agrees that during the duration of this agreement, there shall be no strikes, work stoppages, or other concerted refusal to work by employees covered by this agreement.

**ARTICLE 15  
INSURANCE PROTECTION**

- A.
  1. The Board of Education agrees to provide Aetna US Healthcare Patriot V or a plan of equal or greater benefits for the employees and their legal dependents. Employees who are currently enrolled in the Patriot X plan as of September 2007 shall be

allowed to remain in the plan. There shall be no new member enrolled in the Patriot X plan after this date.

2. If an employee waives medical coverage, the Board will contribute \$1,000 to a cafeteria plan or pay the employee \$1,000 in cash. If the employee elects to receive cash, this will be taxable compensation to the employee. Employees who elect to waive medical coverage must provide proof of coverage with their spouse.
  3. New employees hired during a plan year who elect to waive medical coverage will receive compensation on a prorated basis beginning with the date of eligibility for health coverage. For married couples, the Board will provide an optional plan which is greater than a composite of the existing health plans offered by the Board. The married couple would be provided with one coverage, with payment of \$1,000 for waiving medical coverage applicable to married couples who select this option. Payment would be made to the spouse whose coverage is dropped.
  4. Effective July 1, 2008 reimbursement for co-pay costs for doctor's visits will be eliminated.
- B.
1. The Board of Education will contribute 90% of the cost of Delta Premier plan, effective with the signing of the contract, who participate in the Board administered Dental Program which is to be purchased and administered by the Board of Education. Ten percent (10%) of the premium will be assumed by those participating in the plan. There will be no change in coverage.
  2. The Board will pay 100% of the Delta Preferred plan. Employees will have the option of buying up to an Enhanced Delta Preferred plan with the following plan design:
    - a. Preventative and Diagnostic – 100%
    - b. Remaining Basic Services – 80%
    - c. Calendar Year Maximum - \$1,500

For employees selecting the Enhanced Delta Preferred plan, the employee will pay, through payroll deduction, the difference in the rate per year from the basic Preferred plan to the Enhanced Preferred plan.

- C.
1. The Board of Education will provide a prescription plan through Aetna/US Healthcare (Prescription Rider Plan) to all employees. The plan will be a formulary plan. Effective upon ratification, prescription co-pays shall increase to \$10/20/35/2x. There will be no employee contribution toward the premium.
  2. An employee wishing to participate in the prescription plan must also participate in the Aetna/US Healthcare health plan.
  3. There will be one coverage offered for married couples within the district, in that there is no additional benefit by providing two coverages. A change in marital status is a qualifying event, at which time individual coverages would be provided.

- D. Applicable coverages will be provided for full-time employees only. Part time employees may purchase coverage in the Board administered plans by paying the full premium amount through payroll deductions. A full time employee is one who is assigned more than four instructional periods five days per week for teachers and at least 30 hours per week for all other employees.
- E. The Board will administer the plans with both parties cooperating in providing continuous coverage.

**ARTICLE 16  
ASSOCIATION ADMINISTRATION LIAISON**

The administration will meet with the Association's Liaison Committee on an as needed basis at a time mutually acceptable to both parties.

**ARTICLE 17  
EMPLOYEE FACILITIES**

The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained.

**ARTICLE 18  
PROTECTION OF EMPLOYEES PROPERTY**

The Board agrees to abide by all N.J. laws and regulations and the Statutes in Title 18A.

**ARTICLE 19  
PROFESSIONAL RELATIONSHIPS**

- A. All public conversation between the employee and his/her supervisors shall be conducted on a highly professional level. All constructive criticism of teachers by supervisors shall be on a highly professional level and will be done in private.
- B. The Teacher has the right and responsibility to determine grades based upon his/her professional judgment in conjunction with school/department grading policy. In the event that a teacher's superior desires to alter or change a grade, a conference between the teacher and his/her superior shall be held to determine the validity of such alteration or change. If after the conference the administrator changes a grade, the administrator must certify that the change was made without the teacher's approval by affixing his/her signature to the permanent report card. Board guidelines, policies, and administrative directives on grading will be adhered to at all times by instructional personnel.



**ARTICLE 20  
PERSONNEL FILES**

An employee may review his or her personnel file. Upon receipt of the employee's written request, the Superintendent will arrange for an appropriate time for the employee to review the personnel file.

**ARTICLE 21  
HEALTH AND SAFETY COMMITTEE**

The Administration will meet with the Union's Health and Safety Committee. The Health and Safety Committee will be represented by three Association Members. Regular meetings will be stipulated.

**ARTICLE 22  
EMPLOYMENT STATUS**

Ten month employees shall be notified of their employment status no later than May 9<sup>th</sup>. Twelve month employees shall be notified of their employment status no later than June 30<sup>th</sup>.

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**Section II**  
**Articles Apply to Certificated Employees (Teachers)**  
**And Non-Certificated Employees (Aides)**  
**Represented by the Delsea Education Association**

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**ARTICLE 1  
WORK YEAR**

- A. Teachers covered by this agreement, shall work no more than one hundred and eighty-seven (187) workdays, beginning September 1 through June 30, except for new teachers. These days shall be utilized for classroom instruction, in-service training, and other educational purposes at the discretion of the Board of Education. The work year for teacher aides shall coincide with the work year for teachers and consist of no more than one hundred and eighty-five (185) workdays, which shall include in-district in-service training days, but not NJEA convention days, unless required by law. If mutually agreed upon by the Association and the Board, the work year may start before September 1.
- B. New teachers will be required to report for two (2) additional day that will be utilized for orientation of new teachers to the practices and procedures of the District. New teachers may be required to start before September 1.

- C. The Association may submit a letter to the Superintendent containing any recommendation for the utilization of workdays. The letter will be reviewed by the Superintendent and the Board, but final determination on the utilization of workdays will remain at the discretion of the Board.

## ARTICLE 2 TEACHING HOURS AND TEACHING LOAD

- A.
1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by signing in the morning. Teachers shall be punctual in meeting their responsibilities
  2. Teacher aides shall sign in the attendance book provided in the central office of each school.
  3. The arrival and departure times for all teachers and teacher aides shall be designated by the Board, however, their professional days shall consist of not more than seven (7) hours and ten (10) minutes which shall include a duty-free lunch period. By way of clarification, the parties further understand that afternoon bus duty may extend the work day beyond seven (7) hours and ten (10) minutes.
  4. Teachers may be assigned six (6) teaching periods per day, 30 periods per week, with no additional compensation. One of the six (6) assigned periods may be an internal suspension period.
  5. Non-teaching professionals may be assigned one (1) teaching period or internal suspension period per day, five (5) periods per week, for no additional compensation. A non-teaching professional shall not be assigned to a teaching period or internal suspension for two consecutive years. The assignment shall be based on the certification, teaching experience and job duties of the non-teaching professional. A non-teaching professional shall not be assigned to a teaching period or internal suspension until all teachers have been utilized. No non-teaching professional shall repeat until all members of the department have served.
  6. If a teacher is assigned an internal suspension, which is above their normal six (6) teaching periods, they shall be compensated at the rate of \$2,000 per year for the additional assignment.
  7. If a teacher is assigned a seventh teaching period, the teacher shall be compensated at two and one half (2 1/2) times the internal suspension rate. Assignment of a seventh period shall be done in limited circumstances for specialized classroom assignments such as self-contained special education classes.
  8. Teachers may be assigned to proctor on-line courses, or to supervise, proctor, or act

as moderator in the distance learning lab. Proctoring a course may include keeping current with class assignments, acting as tutor/advisor to students regarding class activities, and ensuring that the computer lab is ready for class activities. In addition, the teacher assigned a proctor will be responsible for class attendance, controlling student behavior in a computer lab setting, and submission of grades into the school computer system. Teachers who have such a course assigned shall be recognized as teaching a course.

9. If a teacher is assigned to a lab class or classes that do not equate to thirty (30) full periods per week, that teacher will also be assigned class coverage periods to fulfill the remaining class periods, except for instances where there are students present in the classroom for make-up lab work. It is the responsibility of the teachers to inform the secretary in the central office of their availability on a daily basis.
  10. After an employee has completed his/her assigned thirty (30) periods of teaching per week and is assigned to cover a class, that employee shall be reimbursed at a rate of 1/7th of the daily substitute rate for each coverage commencing with the first (1<sup>st</sup>).
- B.
1. Each teacher shall be entitled to one prep period per day. If a teacher is required to assume another assignment during his/her prep period, the teacher shall be compensated for each such lost prep period in the amount of 1/7<sup>th</sup> of the substitute daily rate period.
  2. A prep period should be used for the following activities:
    - a. Marking papers and doing other clerical work
    - b. Conferring with students, teachers, salesman, parents and administration
    - c. Use of the media center
    - d. Use of the guidance facilities
    - e. Attending faculty, department and other in-service meetings
    - f. Planning for teaching
    - g. Other school related activities
  3. Teacher aides shall be entitled to one twenty-two (22) minute break period per day.
- C.
- Nothing contained herein prohibits or limits the right of the Board from assigning the extra duties normally associated with the teaching profession so long as those additional assignments do not contradict agreements in this contract. It should also be made perfectly clear that attendance at professional staff meetings before or after regular "teaching" hours is mandatory and recognized in the fixed annual compensation. Attendance or participation in Parent-Teacher Nights, Open House, and similar school activities is a teacher's responsibility. Teachers shall be required to attend no more than four (4) Parent-Teacher Nights/Open Houses combined per year. The April Conference Night will be eliminated, but all staff will be required to attend one co-curricular activity, i.e. concerts, productions, graduation, etc. Athletic events will not qualify. The term "professional staff meeting" does not include training sessions or teacher-in-service, but does include meetings necessary to meet the educational needs of a student or legal issues. The frequency and duration of

professional staff meetings shall be scheduled with due regard given to the reasonable time concerns of the professional staff, the agenda, and the needs of the educational system, among other considerations, and they shall be no more than one (1) hour in duration per meeting unless an emergency situation occurs which would require additional time.

- D. Teachers shall have a duty-free lunch period that shall be no more or less than student lunch periods. In addition, the duty-free period does not include passing time between periods. Teachers may leave the building during their duty-free lunch period by "signing out" telling where they have gone.
- E. The notice of an agenda for regular faculty meetings shall be given to the teachers involved at least three (3) school days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda. The agenda shall state time of meeting. All teachers will be required to attend the meeting at the time stated, unless they are directly supervising students in a school sponsored activity.
- F. Teacher participation in extra curricular activities shall be voluntary and shall be compensated according to the rate of pay as negotiated in schedules B and C. Such participation shall not conflict with instructional and other assigned responsibilities. Changes in assignments or activities necessitated by conflicts must be approved by the Administration. Teachers who have accepted extra-curricular activity assignments shall give the Administration a minimum of sixty (60) days notice if they wish to be released from the assignment.
- G. Teacher participation in field trips which extend beyond the teacher's in-school workday, and overnight or weekend trips, shall be voluntary.
- H. Teachers acting as President of the DEA will be assigned a duty-free period to perform administrative/presidential liaison duties.
- I. Teachers assigned to block scheduled classes who, as a result of the block schedule, have forty (40) minutes or more of additional student contract time per week, will be assigned one (1) duty-free period per week.
- J. Teachers shall have no more than three different class preparations. Anytime it is necessary to assign a teacher more than three preparations, an extra preparation period will be assigned in place of a duty.
- K. Teachers acting as Student Assistant Coordinator in the middle school will be assigned a duty-free period to perform duties associated with the job that need to be accomplished during school hours.
- L. In-service presenters will be paid for preparation time at the rate of thirty dollars (\$30) per day for each day of presentation.
- M. Teachers performing homework clinic before or after school will be compensated at a rate of \$25 per hour. On days when no students attend the clinic, the stipend will not be

paid.

- N. Physical education teachers assigned to the Reality Works Program in the middle school shall be compensated at a rate of \$21 per hour for three (3) hours per week during the semesters they are assigned the task of distributing, collecting and cleaning the babies associated with this program.

### **ARTICLE 3 CLASS SIZE**

It is recognized by the Board that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its effort to keep class sizes at an acceptable number as dictated by the financial condition of the district, the building facilities available, availability of qualified teachers and the best interests of the district as deemed administratively feasible. The Board agrees to aim for a limit of twenty-five students per class whenever possible.

### **ARTICLE 4 NON-TEACHING DUTIES**

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should to the extent possible be utilized to this end.
  - 1. A teacher shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of the Building Principal or the Superintendent of Schools. He/she shall be compensated at the current IRS rate per mile for the use of his/her own automobile. Approval to drive is contingent at the onset of an appropriate driver's license to drive such vehicle as may be required during the school term in keeping with existing laws, and/or regulations for transportation of pupils in the State of New Jersey.
  - 2. The Board shall arrange for and maintain appropriate insurance to cover all damages, losses, and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his/her own automobile in the performance of school duties providing that the teacher has filed the appropriate certificate with the Board Secretary and that his/her insurance is in force in accordance with Board policy.

### **ARTICLE 5 TEACHER EMPLOYMENT**

- A. A teacher's contract shall stipulate the salary, its components, and the term of the contract.
- B. When a teacher who has performed satisfactory service in the District and has left the District of his/her own volition is re-employed by the Delsea Regional High School District, he/she will be credited with all benefits including being employed at his/her proper step on the



salary guide, which will include all intervening years of public school experience and educational advancement.

- C. A teacher's contract may be terminated at any time by either party giving to the other 60 days' notice in writing of intention to terminate the same. This shall in no way violate tenure or any other rights under existing State law.
- D. Contracts for teacher aides may be terminated at any time by either party giving the other 30 days notice of intention to terminate the same.

## **ARTICLE 6 TEACHER ASSIGNMENT**

Assignments shall be made at the discretion of the administration and within the area of teacher competency, teaching certificate, or his/her major or minor field of study, except with the agreement of the teacher.

- A. All teachers shall be given written notice of their teaching assignments by August 1st of the current year. Schedules will be provided to teachers by the start of the school year, which is the first in-service day.
- B. In the event that changes are necessary after August 1st, any teacher affected shall be notified as soon as possible.

## **ARTICLE 7 SABBATICAL LEAVE**

- A. Teachers and all other professionally certificated employees who have served in the school system for not less than seven (7) years may be granted one (1) full year's leave of absence for the purpose of approved study or travel for educational purposes which will benefit the District.
- B. No more than two teachers shall be granted such leave of absence in any one (1) fiscal year.
- C. The employee receiving a sabbatical leave shall not be eligible for further sabbatical leave until after he/she has completed seven (7) years of service in the School District following such leave.
- D. A candidate for sabbatical leave must submit a plan of study or travel to the Superintendent of Schools on or before December 1 of the school year preceding the requested leave. Upon returning, the candidate must report in writing to the Superintendent the extent to which the plan that was submitted originally for request of sabbatical leave was carried out

- E. The employee granted a sabbatical leave shall receive a stipend equal to one half salary for a full year.
- F. If a teacher has taught at Delsea for ten (10) consecutive years, and has not applied for the full year at half pay after seven (7) years, he/she may apply for half year at full pay at the conclusion of his/her tenth consecutive year of service.
- G. An employee who accepts sabbatical leave agrees to return to this School District for not less than one (1) full contract year directly following the leave; or failing to do this, agrees to refund the sabbatical leave stipend which has been paid.
- H. Teachers granted sabbatical leave shall be returned to the position held at the time the leave was granted or to some comparable position as staff needs require.
- I. The selection of a teacher to be granted sabbatical leave will be made by the Board of Education upon recommendation of the Superintendent.

**ARTICLE 8  
MENTORING**

- A. Mentor's daily workload shall not exceed six or more teaching and or student supervision periods per day unless ten or more mentors are needed in a given year and building. If a teacher is a mentor for two consecutive years that teacher will be given only six student supervisions per day providing not more than 10 teachers are mentors for two consecutive years.
- B. All vacancies for the mentoring positions shall be posted as early as the district is aware of its needs. The postings shall include the qualifications for the position.
- C. No employee shall be assigned to serve as a mentor if there are qualified volunteers available. If an employee is involuntarily assigned to a mentoring position, said employee shall not be involuntarily assigned again until all other qualified employees have been assigned.
- D. No teacher shall serve as a mentor to more than one provision/alternative route teacher simultaneously unless agreed to by the teacher and the professional development committee.
- E. The Board shall provide training for all teachers who serve as mentors before the start of their assignment. Training shall be scheduled for the summer months, and teachers shall be compensated at the non-student contact summer rate. The Board shall pay all costs connected with said training, including travel to any out of district training site, meals, lodging, and miscellaneous fees.
- F. In addition to preparation time provided in this agreement, staff members who perform mentoring duties shall be provided one daily joint planning session with their assigned provisional/alternate route teacher, when possible.
- G. When State funds designated to support the mentoring of new teachers are received by the

District, they will be applied in accordance with law and code. If such funds are not received by the District, it will be the sole responsibility of the novice teacher to appropriately reimburse the mentor for their efforts.

## **ARTICLE 9 PROMOTION, VOLUNTARY, INVOLUNTARY TRANSFER AND REASSIGNMENT**

In accordance with the decisions of the courts of New Jersey, it is the exclusive province of the Board of Education to determine matters related to promotions, voluntary, involuntary transfers, and reassignments. Such decisions of the Board of Education shall be final and binding and not subject to the grievance procedure of this Agreement.

Promotional opportunities and other vacancies will be posted on the school web site. Any teacher may apply for a promotional vacancy or such other vacancy, and the decision on the assignment will be made at the discretion of the Superintendent and the Board. Applications will be considered, should such promotional opportunity or other vacancy occur, either during the school year or during the summer. The application should be renewed annually.

Transfers in changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments in transfers, the convenience and the wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school district and the pupils. When an involuntary transfer or reassignment is necessary, a teacher's certification, length of service in the District, and extra-curricular involvement shall be considered in determining which teacher is to be transferred or reassigned.

## **ARTICLE 10 PROFESSIONAL DEVELOPMENT/EDUCATIONAL IMPROVEMENT**

Each member of the bargaining unit shall be eligible for a tuition reimbursement plan with the following provisions:

### **A. Eligibility**

1. Only members of Unit-A-Certified will be eligible to participate in this program of professional development and improvement.
2. There may be circumstances when the board requests to have a teacher become certified in another area, or have a teacher take a specific course to meet a need, in which the teacher involved will be eligible for full participation in the Board's program for professional development.
3. An employee will not be eligible to participate in the Board's program for professional development if costs are paid by an outside agency. However, if the employee receives financial assistance from an outside agency which does not cover the complete course costs, the Board shall pay the difference, not to exceed the tuition reimbursement limitation.

## B. Requirements

1. The Board will reimburse a teacher for graduate courses in his/her area of employment which are offered at an accredited institution of higher education.
2. Teachers taking graduate courses or enrolled in a Master's or Doctoral program may submit courses for reimbursement if (a) the graduate program is in the subject area and/or job responsibility which is the teacher's area of employment; and (b) the course requested is within the teacher's area of employment, or (c) the course requested is part of the basic professional study of teaching.
3. Elective courses which do not relate directly to the teacher's area of employment and are not core courses from the basic professional study of teaching will not be eligible for reimbursement. The Board will make the final decision regarding the eligibility of an elective course for reimbursement.
4. Graduate courses taken solely to gain a specialization in another discipline, or for obtaining certification in other areas such as administration, guidance, etc., would not be eligible for reimbursement.
5. Courses which are offered by the school district as part of the District Staff Development program will not be charged against a teacher's tuition reimbursement allowance.
6. The Board must approve all courses in advance of enrollment.
7. Undergraduate courses shall be reimbursed with the prior written approval of the Board when said courses will provide a demonstrated curricular benefit.
8. To qualify for reimbursement, a staff member must have achieved a minimum grade of "B" average verified by official transcript from the school or institution where the credits were taken.
9. Reimbursement for courses will not be made until official transcripts and copies of the bill and canceled check, money order or credit card statement are submitted for courses taken.
10. Denial by the Board may be appealed through the grievance process.

## C. Reimbursement

1. The Board shall reimburse members of Unit A for a maximum of 12 credit hours for approved courses taken during the fiscal year (July 1--June 30) up to the rate of the highest cost per graduate credit at a state university or college for the year in which the course is taken. The state rate refers to courses taken within the state in which the member resides.
  - a. Members may take courses at institutions other than state universities or colleges.

- b. Members will receive the full rate of tuition at non-state institutions so long as the cost per credit for the course does not exceed that of the state rate for that year.
    - c. Members may be reimbursed beyond the state rate if they are able to show that state institutions are not able to meet the member's educational needs. Reasons for non-state institutions may include, but are not limited to:
      - (1) time of course offerings
      - (2) distance to the school from the district or from school to the member's home
      - (3) types of programs offered by the state institution
      - (4) type of degree sought by the member.
  2. Professional staff members shall receive reimbursement in November, March, and August for courses which have been previously approved. All paperwork must be submitted by the second Friday of the previous month.
  3. All employees voluntarily leaving the school system prior to reimbursement will not receive tuition reimbursement for courses taken in the time period prior to the reimbursement date. If an employee voluntarily leaves the employ of the Board and has received course reimbursement within a one (1) year period prior to leaving, the employee shall refund to the Board the entire reimbursement paid to him/her during such time period.
- D. Professional Development for Teachers Aides
  1. The Board will reimburse teacher aides for undergraduate courses related to his/her area of employment which are offered at a community or four year college.
  2. The Board shall reimburse teacher aides for a maximum of 12 credit hours for approved courses taken during the fiscal year (July 1--June 30) up to the rate of the highest cost per credit at a community college for the year in which the course is taken.
  3. The Board must approve all courses in advance of enrollment.
  4. To qualify for reimbursement, a staff member must have achieved a minimum grade of "B" average verified by official transcript from the school or institution where the credits were taken.
  5. Reimbursement for courses will not be made until official transcripts and copies of the bill and canceled check, money order or credit card statement are submitted for courses taken.
  6. Denial by the Board may be appealed through the grievance process.

7. Teacher aides shall receive reimbursement in November, March, and August for courses which have been previously approved. All paperwork must be submitted by the second Friday of the previous month.
8. All employees voluntarily leaving the school system prior to reimbursement will not receive tuition reimbursement for courses taken in the time period prior to the reimbursement date. If an employee voluntarily leaves the employ of the Board and has received course reimbursement within a one (1) year period prior to leaving, the employee shall refund to the Board the entire reimbursement paid to him/her during such time period.

## ARTICLE 11 EVALUATION

### A. Teachers

1. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners. Non-tenured teachers will be evaluated at least three (3) times during each year, and tenured teachers will be evaluated at least two (2) times during each year. No more than one (1) evaluation will take place in each calendar month, and all minimal evaluations shall be made by April 30th of the school year. If the minimum number of evaluations is not made, then the Board would be barred from making a decision that would adversely affect the status of a teacher.
2. A teacher who, in the opinion of the certified supervisor, is having difficulties in handling assignments may be given more evaluations than the minimum. A written report shall be completed and signed by the certified evaluator. A copy of the report shall be given to the teacher. The teacher shall receive a copy of the report two (2) days prior to any evaluation conference. The teacher or the certified evaluator may request an evaluation conference.
3. If the teacher refuses the evaluation conference, the teacher and the certified evaluator will sign the evaluation report and the report will be placed in the teacher's personnel file. If an evaluation conference occurs, the teacher and the certified evaluator will sign the evaluation report that is placed in the teacher's personnel file after the evaluation conference is terminated.
4. A teacher may submit a rebuttal to his/her evaluation, if he/she does not agree with the certified evaluator's evaluation. A teacher may request the scheduling of a conference on the evaluation with the Principal or the Superintendent in addition to the conference with the certified evaluator.

## A. Teacher Aides

1. Teacher aides shall be evaluated only by persons certified by the New Jersey State Board of Examiners and will be evaluated at least two (2) times during each year. No more than one (1) evaluation will take place in each calendar month, and all minimal evaluations shall be made by April 30<sup>th</sup> of the school year. If the minimum number of evaluations is not made, then the Board would be barred from making a decision that would adversely affect the status of a teacher aide.
2. A teacher aide who, in the opinion of the certified supervisor, is having difficulties in handling assignments may be given more evaluations than the minimum. A written report shall be completed and signed by the certified evaluator. A copy of the report shall be given to the teacher aide. The teacher aide shall receive a copy of the report two (2) days prior to any evaluation conference. The teacher aide or the certified evaluator may request an evaluation conference.
3. If the teacher aide refuses the evaluation conference, the teacher aide and the certified evaluator will sign the evaluation report and the report will be placed in the personnel file of the teacher aide. If an evaluation conference occurs, the teacher aide and the certified evaluator will sign the evaluation report that is placed in the personnel file of the teacher aide after the evaluation conference is terminated.
4. A teacher aide may submit a rebuttal to his/her evaluation, if he/she does not agree with the certified evaluator's evaluation. A teacher aide may request the scheduling of a conference on the evaluation with the Principal or the Superintendent in addition to the conference with the certified evaluator.

## ARTICLE 12 SALARIES

- A. The salary guide established for the current year shall apply to the positions identified in Article 1A.
- B. Conditions relating to the guide:
  1. Salary adjustment from column to column will be made effective as of September 1 and February 1 of each year, if transcripts for additional successfully completed courses are filed no later than sixty (60) days after the respective dates for payment for that period. No prior approval will be required for any courses. Salary adjustments from column to column will be for graduate level courses only, except that undergraduate courses approved by the Superintendent for tuition reimbursement in accordance with the provisions of Article 25 shall also be eligible for salary adjustment. For employees hired prior to September, 2000, undergraduate courses taken prior to September of 2000 will be approved for adjustment from column to column.

2. All teachers of special education classes on a full-time basis will be paid an additional three hundred (\$300) per year in excess of their appropriate salary level. Special Education teachers employed after July 1, 1986, shall not be paid the additional three hundred dollars (\$300).
3. Delsea teachers who substitute will be paid the same rate of pay as an outside substitute.
4. Teachers performing bedside instruction will be paid at the rate of twenty-eight (\$28) per hour plus the IRS rate for mileage.
5. In accordance with N.J.S.A. 18A:29-9, whenever a person shall accept employment as a teacher in the school district, his/her initial placement on the salary schedule shall be at such point as may be agreed upon by the individual and the Board. Credit for military service shall be granted as required by N.J.S.A. 18A:29-11
6. Teachers with previous teaching experience in the Delsea Regional High School District shall upon returning to the system receive credit on the salary schedule for all outside teaching experience and military experience in accordance with law. Such teachers who have not been engaged in other teaching or the other activities indicated above shall upon returning to the system be restored to the next position on the salary schedule above that at which they left, provided they have completed the previous contract year.
7. Experience in commerce and/or industry may be granted by the Board in the placement of teachers on the salary guide, if such experience is of benefit to the teacher in performing his/her classroom duties and is of benefit to the instructional program. For employees hired after September 2000 credit will be given at the time of initial employment only. Information pertaining to experience in commerce and/or industry will be requested on the initial employment application.
8. Salary Payment -
  - a. Teachers and teacher aides shall be paid biweekly on the pay dates as set for twelve (12) month employees, except for the month June. The pay dates for June shall be the normal biweekly pay date for the first pay in June, and the last day of school for teachers for the second pay in June. The first pay in September shall not exceed the second Friday after the first day of in-service, except for new teachers.
  - b. In that the payroll checks must be prepared in advance of the last working day, an employee with insufficient leave time, sick or other as appropriate for absences that may occur between check preparation and issuance, will have his/her check withheld for adjustment. It will be prepared by the end of the next working day.
  - c. Employees desiring summer set aside plans only, may join ABCO, which is offered to all employees. Contact with ABCO is accomplished through the



Delsea Education Association. Deductions are made through the Board of Education Payroll System, if desired. Changes in deduction amount may be made at any time during each contract year with verification by ABCO.

**ARTICLE 13  
MISCELLANEOUS**

Children of Certified Employees - Children of full-time, certified employees who do not reside in this school district may be admitted to school in this district without payment of tuition, provided that the educational program of such children can be provided within district facilities and not requiring additional staffing. There will be a payment of an annual educational supplies fee of \$1,500 paid in installments of \$750 and \$750 prior to the start of each semester or by payroll deduction.

**Section III**  
**Articles Apply to Secretaries**  
**Represented by the Delsea Education Association**

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**ARTICLE 1**  
**SENIORITY AND ASSIGNMENT**

- A. Seniority shall be defined as total service in this school district.
- B. A seniority roster will be prepared and posted on an annual basis. Copies of revised lists, if any, will be provided to the Association.
- C. Seniority shall be measured from an employee's date of hire. Employees shall acquire seniority only upon satisfactory completion of a probationary period of sixty (60) days of employment at which time their seniority shall date from their date of hire.
- D. During the first sixty (60) days of employment from an employee's most recent date of hire, an employee shall be on probationary status. Retention of the employee within this period shall be entirely at the discretion of the Board, and if terminated, such termination shall not be subject to the grievance procedure.
- E. Employees promoted to positions outside of the unit shall maintain their seniority in their prior position for a one (1) year period.
- F. New employees must be employed for a period of time no less than twelve months, to receive a salary increase in the next school year. Those employees working for a period of time less than twelve months, will receive a prorated increase based upon the time worked.

**ARTICLE 2**  
**HOURS OF WORK AND OVERTIME**

- A. The work day shall consist of eight (8) hours inclusive of a half hour paid lunch. Work schedules shall be promulgated by the Board through its administrators.
- B. Overtime shall be paid for all hours of work actually performed in excess of forty (40) hours in any work week.
- C. Secretaries shall not be required to work on days school is closed for reasons of safety such as weather conditions. If school should dismiss early for such reasons, secretaries will be permitted to leave at the discretion of the Superintendent. The day will be considered as a full day worked.

**ARTICLE 3  
VACATIONS**

A. Vacation time will be granted on the basis of continuous years of service according to the following schedule:

Under 1 year	Prorated
1 - 10 years	10 working days
11 - 19 years	15 working days
20 + years	20 working days

- B. Vacation requests submitted by the end of the first week in April shall be granted by seniority, insofar as practical. Requests submitted thereafter, shall be granted in order of receipt. The employer may limit the number of employees on vacation at the same time as well as the times of vacation so as not to interfere with school operations.
- C. Up to five (5) unused vacation days are allowed to be carried over to the next school year and to be used in the next contract year.

**ARTICLE 4  
HOLIDAYS**

A. The following holidays will be celebrated as long as school is not in session for students.

New Year's Eve Day	July 4 <sup>th</sup>	Memorial Day
New Years Day	Labor Day	Floater (Birthday, etc.)
Martin Luther King Day	NJEA Convention-2 days	
President's Day	Thanksgiving Day	
Good Friday	Day after Thanksgiving	
Columbus Day	Christmas Eve Day through New Year's Day	

- B. If a holiday falls on a weekend, the holiday is to be taken as follows: The day preceding the holiday or the day immediately after. If students and teachers are in session, the day will be a floater.
- C. The "floater" holiday is an exception to the above condition and may be taken on a day when school is in session. Requests to use a floating holiday shall be submitted for approval to the employee's supervisor at *least* five (5) working days in advance of the date of anticipated use.

**ARTICLE 5  
LONGEVITY**

Employees shall be entitled to a longevity payment of \$200. per year after ten (10) years of service and a payment of \$350. per year after twenty (20) years of service.

**ARTICLE 6  
OUT OF TITLE COMPENSATION**

Compensation for performing duties outside of the employee's title will be paid on a case-by-case basis with the person involved when duty is non-secretarial/clerical in nature and the duty involved is for at least five successive days and whereas the daily time and regular secretarial work schedule of the individual is also adjusted.

**ARTICLE 7**  
**PROFESSIONAL DEVELOPMENT**

- A. The Board agrees to pay to the employee, tuition reimbursement for job related college courses. The employee must have approval from the Board prior to registering for the course. Reimbursement shall be as follows:
- 100% - Grade A  
90% - Grade B
- Reimbursement will not be given for a grade below B.
- B. Non-credited job related courses may be taken with prior approval of the Superintendent, and identifying the connection between course work/training and present job responsibilities. The employee will be reimbursed for non-credited job related courses that have been priorly approved by the Superintendent.
- C. Professional Development Training: During the work year, members of the unit will be encouraged to attend classes/sessions to improve skills and knowledge, that will directly benefit the school district and enhance job performance. These activities may occur anytime throughout the school year.
- D. If an employee voluntarily leaves the employ of the Board and has received course reimbursement within a one year period prior to leaving, the employee shall refund to the Board the entire reimbursement paid to him/her during such time period.

**ARTICLE 8**  
**EVALUATIONS**

All employees shall be evaluated by their immediate supervisor at least two (2) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his immediate supervisor for the purpose of identifying any strengths and any deficiencies and extending assistance for their correction. Evaluations shall be completed on or before December 1 and March 1 of each year.

**Section IV**  
**Articles Apply to Custodial/Maintenance Employees**  
**Represented by the Delsea Education Association**

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**ARTICLE 1**  
**SENIORITY AND ASSIGNMENT**

- A. Seniority shall be defined as continuous, unbroken service with the Employer. Voluntary terminations, dismissals, and absence without leave constitute a break in service. Leaves of absence that are approved by the Board do not constitute a break in service.
- B. A seniority roster will be prepared and posted on an annual basis. Copies of revised lists, if any, will be provided to the Union.
- C. Seniority shall be measured from an employee's most recent date of hire. Employees shall acquire seniority only upon satisfactory completion of a probationary period of the first ninety (90) calendar days of employment. After successfully completing the probationary period, date of hire and seniority reverts to the first day of employment. Employees who worked in the district, as a substitute custodian, for more than ninety (90) consecutive days or 180 calendar days in one year, shall have the probationary period waived. Their seniority shall date from their most recent date of hire. Health coverages shall start after the end of the probationary period, or 60 days after the date of hire if the probationary period is waived.
- D. During the first ninety (90) calendar days of employment from an employee's most recent date of hire, an employee shall be on probationary status. Retention of the employee within this period shall be entirely at the discretion of the Board, and if terminated, such termination shall not be subject to the grievance procedure. Reason for termination will be submitted in writing.
- E. Employees promoted to positions outside of the unit shall maintain their seniority in their prior position for a one (1) year period.
- F. For all available openings, any interested custodial/maintenance personnel shall submit their name for consideration. The administration shall determine the most qualified persons; seniority shall be considered when two or more employees are determined to be equally qualified.
- G. All positions shall be given to the association president three (3) days after the board approves the opening and will be posted on the association bulletin board.

**ARTICLE 2**  
**WORK RULES**

- A. The Board of Education may promulgate work rules which may be amended from time to time. The Association shall be notified of changes to the work rules in advance of their implementation. Each employee shall receive a copy of the work rules at the commencement of the work year.

- B. Offenses will clear from personnel record (12) months from the date of the offense providing no further infraction of the same offense has occurred, if an additional infraction of the same offense occurs within (12) months the record will not clear until the anniversary date of the latest infraction.

Any five (5) offenses within (12) month period will result in discharge.

- C. All new custodial/maintenance personnel will possess a Black Seal License. Employees hired prior to the 2007-08 school year who do not possess a Black Seal License, and have not been grandfathered, will receive a \$.50 per hour reduction. The employee will receive a \$.50 increase in pay when they have obtained the Black Seal License and submitted a copy to the Board office.
- D. 1. Driver's License - Custodial/maintenance personnel should have a valid N.J. Driver's License and be capable of operating both automatic and manually shifted vehicles owned by the district. Documentation of a valid license must be submitted to the administration December 1 and June 1 of each year. If an employee has his/her license revoked for any reason, they are to advise their supervisor immediately. All new employees must present evidence of a N.J. Driver's License at the time of interview.
2. If a newly hired employee does not have a drivers license, or an existing employee loses their license, their salary will be reduced by \$.50 per hour until such time as they show proof of possession of a valid driver's license.
- E. Custodial/maintenance personnel will be provided with one (1) piece of outerwear every third year, at a maximum cost of \$100, order to be placed by October 1<sup>st</sup>, except for the grounds crew and maintenance mechanics, who will be provided with one (1) piece of outerwear every other year. If it can be shown that a piece of outerwear is unwearable because of work related damage, the outerwear will be replaced before the end of the replacement period.
- F. The Board will reimburse up to \$200.00 per year for Safety approved shoes. The shoes shall be ANSI Z41 1/75 c/75 EH compliant, and slip resistant. The shoes will be purchased via a vendor selected by the Board. Inspections by the Facility Manager will be conducted monthly to ensure appropriate footwear is being worn by custodial/maintenance personnel.

### **ARTICLE 3 HOURS OF WORK AND OVERTIME**

- A. The work day shall consist of eight (8) hours with an additional half hour unpaid lunch. Hours of work shall be as scheduled by the Employer. Employees that are scheduled to work second and third shifts, or Saturday and Sunday, shall receive a one-half hour paid lunch due to restriction to their building on shift. (Second and third shifts are shifts starting after 12:00 noon, effective with the signing of this contract.)
- B. Overtime shall be paid for all hours of work in excess of forty (40) hours in any work week. Employees shall be notified at least twenty-four hours prior to scheduled overtime, except in case of emergency. All employees asked to work on Sundays and Holidays will be compensated with "Double Time Pay". Sunday shall be defined as the 24 hour period from 5:00 a.m. Sunday to 5:00 a.m. on Monday.

- C. Employees shall be notified at least one week in advance of any permanent shift change, except in case of emergency.
- D.
  1. Overtime shall be assigned on a rotational basis within custodial personnel work area.
  2. Employees with a boiler license shall be offered overtime first, even when the boilers are not in operation.
  3. The Administration shall determine the most qualified persons; seniority shall be considered when two or more employees are determined to be equally qualified.
- E. Maintenance, Grounds, and Custodial employees shall receive a minimum of 2 hours pay at time and a half if they are called back to work after their shift. In the case of an alarm at the school premise, resolving the issue by telephone will entitle the employee to one (1) hour pay at time and a half.
- F. If an employee is called to work on a day declared as an emergency by the state or local government, the employee will get a minimum of two (2) hours pay for the work performed, and when the job is completed, the employee will be able to leave work, so long as school is closed.

**ARTICLE 4  
VACATIONS**

- A. Vacation time will be granted on the basis of continuous years of service according to the following schedule, effective with the 2001-2002 contract year:
 

Under 1 year	Prorated
1 - 10 years	10 working days
11 - 19 years	15 working days
20+ years	20 working days

Employees will be allowed to "carry over" one week vacation per year. The maximum accumulation of "carry over" vacation days will be one week.

- B. Vacation requests submitted by the end of the first week in April shall be granted by seniority, insofar as practical. Requests submitted thereafter shall be granted in order of receipt. The Employer may limit the number of employees on vacation at the same time as well as the times of vacation so as not to interfere with school operations. Employees currently entitled to four (4) weeks of vacation shall be grandfathered in order to maintain said benefit level.

**ARTICLE 5  
HOLIDAYS**

- A. The following fourteen (14) holidays will be celebrated as long as school is not in session for students. Holidays falling on Saturday and Sunday will be celebrated on Friday or Monday when school is not in session, if the holiday falls during school session the holiday will be used as a floater.

New Year's Eve Day	July 4th
New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day (one day)	Day after Thanksgiving

Good Friday  
Columbus Day  
Memorial Day

Christmas Eve Day  
Christmas Day  
Floater (Birthday, etc.)

- B. The "floater" holiday is an exception to the above condition and may be taken on a day when school is in session. Requests to use a floating holiday shall be submitted for approval to the employee's supervisor at least five (5) working days in advance of the date of anticipated use.

#### **ARTICLE 6 LONGEVITY**

Employees shall be entitled to a longevity payment of \$200 per year after ten (10) years of service and \$350 per year after twenty (20) years of service.

Custodians

#### **ARTICLE 7 EVALUATIONS**

- A. Frequency - All employees shall be evaluated by their immediate supervisor at least two (2) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his immediate supervisor for the purpose of identifying any deficiencies and extending assistance for their correction. Evaluations shall be completed on or before November 1 and April 1 of each year. No more than one evaluation will take place in each calendar month.
- B. Probationary Employees will be evaluated at the end of each work day period as follows, i.e.  
- 30th - 60th - 75th calendar day.

#### **ARTICLE 8 MISCELLANEOUS**

The Board will solicit input from the Association before the development of job descriptions.



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**Section V**  
**Duration of Agreement**

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This contract will be effective July 1, 2007 and shall remain in full force and effect until June 30, 2010.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly signed and attested by:

Delsea Regional High School District Board of Education

BY: William Lahn  
William Lahn  
Chairman, Negotiations Committee

Date 6/11/08

BY: Kathy A. Mastran  
Kathy A. Mastran  
Board Secretary/Business Admin.

Date 6/3/08

Delsea Education Association

BY: John Schott  
John Schott  
Chief Negotiator

Date 6/3/08

BY: Christine Onorato  
Christine Onorato  
DEA President

Date 6/3/08

**SCHEDULE A  
SALARY GUIDE FOR TEACHERS**

2007-08

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$45,100	\$45,600	\$46,020	\$46,850	\$47,600	\$48,100
2-5	45,700	46,200	46,620	47,450	48,200	48,700
6	46,700	47,200	47,620	48,450	49,200	49,700
7	47,700	48,200	48,620	49,450	50,200	50,700
8	48,900	49,400	49,820	50,650	51,400	51,900
9	49,900	50,400	50,820	51,650	52,400	52,900
10	52,500	53,000	53,420	54,250	55,000	55,500
11-12	55,800	56,300	56,720	57,550	58,300	58,800
13	59,400	59,900	60,320	61,150	61,900	62,400
14	63,400	63,900	64,320	65,150	65,900	66,400
15-16	67,400	67,900	68,320	69,150	69,900	70,400
17	71,400	71,900	72,320	73,150	73,900	74,400
18	75,415	75,915	76,335	77,165	77,915	78,415

2008-09

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$46,100	\$46,600	\$47,020	\$47,850	\$48,600	\$49,100
2	46,700	47,200	47,620	48,450	49,200	49,700
3-6	48,000	48,500	48,920	49,750	50,500	51,000
7	49,000	49,500	49,920	50,750	51,500	52,000
8	50,200	50,700	51,120	51,950	52,700	53,200
9	51,200	51,700	52,120	52,950	53,700	54,200
10	53,500	54,000	54,420	55,250	56,000	56,500
11	57,300	57,800	58,220	59,050	59,800	60,300
12-13	61,300	61,800	62,220	63,050	63,800	64,300
14	65,300	65,800	66,220	67,050	67,800	68,300
15	69,300	69,800	70,220	71,050	71,800	72,300
16-17	73,300	73,800	74,220	75,050	75,800	76,300
18	77,300	77,800	78,220	79,050	79,800	80,300

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$48,000	\$48,500	\$48,920	\$49,750	\$50,500	\$51,000
2,3	49,000	49,500	49,920	50,750	51,500	52,000
4-7	50,000	50,500	50,920	51,750	52,500	53,000
8	52,000	52,500	52,920	53,750	54,500	55,000
9	54,450	54,950	55,370	56,200	56,950	57,450
10	57,010	57,510	57,930	58,760	59,510	60,010
11	60,000	60,500	60,920	61,750	62,500	63,000
12	63,500	64,000	64,420	65,250	66,000	66,500
13-14	67,000	67,500	67,920	68,750	69,500	70,000
15	70,000	70,500	70,920	71,750	72,500	73,000
16	73,000	73,500	73,920	74,750	75,500	76,000
17-18	76,000	76,500	76,920	77,750	78,500	79,000
19	79,200	79,700	80,120	80,950	81,700	82,200

**SCHEDULE B**

**CO-CURRICULAR ACTIVITY COMPENSATION**

		<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
<b>Art Club</b>				
	High School	890	965	1,040
	Middle School	515	585	660
<b>Astronomy</b>				
		1,140	1,160	1,180
<b>Marching Band</b>				
	Band Director	7,611	7,786	7,981
	Asst. Band Director	4,757	4,875	4,997
	Band Front Instructor	4,280	4,387	4,497
	Percussion Instructor	4,280	4,387	4,497
<b>Banner</b>				
	Editor	2,769	2,838	2,909
	Assistant			
<b>Black Cultural League</b>				
		1,140	1,160	1,180
<b>Choral Music</b>				
	Director - HS	1,541	1,580	1,619
	Director - MS	1,140	1,160	1,180
<b>Class Advisors</b>				
	Senior	1,421	1,457	1,493
	Senior	1,421	1,457	1,493
	Junior	1,421	1,457	1,493
	Junior	1,421	1,457	1,493
	Sophomore	1,156	1,185	1,215
	Sophomore	1,156	1,185	1,215
	Freshman	1,156	1,185	1,215
	Freshman	1,156	1,185	1,215
	Eighth	1,156	1,185	1,215
	Eighth	1,156	1,185	1,215
	Seventh	1,156	1,185	1,215
	Seventh	1,156	1,185	1,215
<b>Jazz Band</b>				
	Director	1,140	1,160	1,180
<b>DECA</b>				
	Advisor	1,421	1,457	1,493
	Assistant	879	901	924
<b>Delsonian</b>				
	Advisor	1,447	1,483	1,521
	Advisor			
<b>Middle School Play</b>				
	Director	1,949	1,998	2,048
	Assistant	1,026	1,052	1,078

<b>SCHEDULE B</b>				
<b>CO-CURRICULAR ACTIVITY COMPENSATION</b>				
		<b>2007-08</b>	<b>2008-09</b>	<b>2009-10</b>
<b>English</b>				
	High School	890	965	1,040
	Middle School	515	585	660
<b>Environmental</b>				
	High School	890	965	1,040
	Middle School	515	585	660
	High School Drama Club	890	970	1,040
	Mock Trial	1,480	1,517	1,557
	Foreign Language	1,140	1,160	1,180
	Future Teachers	879	901	924
<b>Graduation</b>				
	Director	632	632	632
	Assistant	506	506	506
<b>High School Student Council</b>				
	Advisor	1,421	1,457	1,493
	Assistant	1,156	1,185	1,215
<b>High School Yearbook</b>				
	Advisor	4,612	4,727	4,845
	Assistant	1,736	1,779	1,824
<b>History Club</b>				
	High School	890	965	1,040
	Middle School	515	585	660
	Home Economics Club	1,140	1,160	1,180
	Honor Society	975	999	1,024
	Honor Society	975	999	1,024
	International Students (M.S.)	1,140	1,160	1,180
	Key Club	1,156	1,185	1,215
	Key Club Assistant	772	791	811
<b>Mathematics</b>				
	Middle School	1,140	1,160	1,180
	High School	1,140	1,160	1,180
	Middle School Student Government	711	729	747
<b>Middle School Yearbook</b>				
	Advisor	3,078	3,155	3,234
	Assistant			
<b>Peer Mediation</b>				
	High School	630	646	662
	Middle School	630	646	662
<b>Renaissance Club</b>				
	HS Co-Advisor	1,156	1,185	1,215
	HS Co-Advisor	1,156	1,185	1,215
	MS Advisor	1,156	1,185	1,215
	MS Assistant	772	795	819

**SCHEDULE B**

**CO-CURRICULAR ACTIVITY COMPENSATION**

	2007-08	2008-09	2009-10
<b>Professional Development Committee</b>			
Committee Member	594	609	624
Committee Member	594	609	624
Committee Member	594	609	624
Committee Member	594	609	624
<b>High School Play</b>			
Director	4,120	4,244	4,371
Assistant	1,539	1,585	1,633
Set Constructor	513	528	544
Scenic Artist	513	528	544
Costume Mistress	668	688	709
Costume Asst	334	345	355
Vocal Instr.	667	687	708
Pit Conductor	718	740	762
Choregraphy	1,026	1,057	1,088
Rehersal Asst-Box Officer	821	845	871
Piano Accompanist	1,026	1,057	1,088
VIP Newsletter	1,448	1,484	1,521
HS Activities Coord.	5,866	6,001	6,151

SCHEDULE C				
ATHLETIC ACTIVITY COMPENSATION				
		2007-08	2008-09	2009-10
<b>Football</b>				
	Head	\$8,069	\$8,311	\$8,560
	JV Assist	4,877	5,023	5,174
	JV Assist	4,877	5,023	5,174
	JV Assist	4,877	5,023	5,174
	JV Assist	4,877	5,023	5,174
	Frosh - Assist	3,340	3,441	3,544
	Frosh - Assist	3,340	3,441	3,544
	Middle School	3,340	3,441	3,544
	Middle School	3,340	3,441	3,544
<b>Hockey</b>				
	Head	5,378	5,540	5,706
	Assistant (J.V.)	3,206	3,302	3,401
	Assistant (Freshman)	2,871	2,957	3,046
	Assistant (7/8)	2,871	2,957	3,046
<b>Cross Country</b>				
	Head - Boy's	5,378	5,540	5,706
	Head - Girl's	5,378	5,540	5,706
	Cross Country-B & G-MS	2,871	2,957	3,046
<b>Boy's Soccer</b>				
	Head	5,378	5,540	5,706
	Assistant (J.V.)	3,206	3,302	3,401
	Assistant (Freshman)	2,871	2,957	3,046
	Assistant (MS)	2,871	2,957	3,046
<b>Girl's Soccer</b>				
	Head	5,378	5,540	5,706
	Assistant (J.V.)	3,206	3,302	3,401
	Assistant (Freshman)	2,871	2,957	3,046
	Assistant (MS)	2,871	2,957	3,046
<b>Cheerleading</b>				
	Head Fall	2,893	2,979	3,069
	Head Winter	2,893	2,979	3,069
	JV Fall	1,446	1,490	1,534
	JV Winter	1,446	1,490	1,534
	Cheerleading - MS	1,446	1,490	1,534
	Cheerleading - MS - Asst	518	533	549
<b>Intramurals</b>				
	Basketball - MS	520	535	551
	Basketball - MS	520	535	551
	Swimming - MS	785	809	833
	Swimming - MS	785	809	833
	Tennis Fall - MS	520	535	551
	Tennis Spring - MS	520	535	551

SCHEDULE C				
ATHLETIC ACTIVITY COMPENSATION				
		<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
<b>Weightlifting</b>				
	HS - Fall	1,316	1,316	1,316
	HS - Winter	2,600	2,600	2,600
	HS - Spring	1,316	1,316	1,316
	MS - Spring	1,316	1,316	1,316
	District Wide Summer	4,007	4,127	4,251
<b>Boy's Basketball</b>				
	Head	7,002	7,212	7,428
	Assistant (J.V.)	4,547	4,683	4,824
	Assistant (Freshman)	3,378	3,480	3,584
	Assistant (7/8)	3,378	3,480	3,584
<b>Girl's Basketball</b>				
	Head	7,002	7,212	7,428
	Assistant (J.V.)	4,547	4,683	4,824
	Assistant (Freshman)	3,378	3,480	3,584
	Assistant (7/8)	3,378	3,480	3,584
<b>Swimming</b>				
	Head	7,002	7,212	7,428
	Assistant	4,547	4,683	4,824
	Assistant	4,547	4,683	4,824
<b>Winter Track</b>				
	Head	7,002	7,212	7,428
	Assistant	4,547	4,683	4,824
	Assistant	4,547	4,683	4,824
<b>Wrestling</b>				
	Head	7,002	7,212	7,428
	Assistant (J.V.)	4,547	4,683	4,824
	Assistant (J.V.)	4,547	4,683	4,824
	Assistant (7/8)	3,378	3,480	3,584
<b>Baseball</b>				
	Head	5,903	6,080	6,262
	Assistant (V)	3,782	3,896	4,013
	Assistant (J.V.)	3,782	3,896	4,013
	Assistant (Freshman)	3,378	3,480	3,584
<b>Softball</b>				
	Head	5,903	6,080	6,262
	Assistant (V)	3,782	3,896	4,013
	Assistant (J.V.)	3,782	3,896	4,013
	Assistant (Freshman)	3,378	3,480	3,584
<b>Golf</b>				
	Head	5,378	5,540	5,706

SCHEDULE C				
ATHLETIC ACTIVITY COMPENSATION				
		2007-08	2008-09	2009-10
Tennis				
	Head - Boys	5,378	5,540	5,706
	Head - Girls	5,378	5,540	5,706
	Assistant - Boys	2,871	2,957	3,046
	Assistant - Girls	2,871	2,957	3,046
Boy's Track				
	Head	5,903	6,080	6,262
	Assistant - JV	3,649	3,758	3,871
	Assistant - JV	3,649	3,758	3,871
	Assistant	3,649	3,758	3,871
Girl's Track				
	Head	5,903	6,080	6,262
	Assistant - JV	3,649	3,758	3,871
	Assistant - JV	3,649	3,758	3,871
	Assistant	3,649	3,758	3,871
MS Track		3,378	3,480	3,584
MS Track		3,378	3,480	3,584