

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



2018-2021

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ARTICLE I: Agreement

A. Recognition:

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

Teachers	Custodians	Athletic Trainers
School Nurse (Certificated and Non-Certificated)	Aides	Area Coordinators
Librarian	Social Worker	Mental Health Counselor
Guidance Counselors	L.D.T.C.	Student Assistance Counselor
Secretaries	Psychologist	Speech Therapist

B. Definitions:

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

C. Application:

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

D. Amendment or Modification:

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

E. Signatories:

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

ARTICLE II: Negotiating Procedure

A. Negotiation Meetings:

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

B. Representatives:

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

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

C. Interim Meetings:

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

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

ARTICLE III: Grievance Procedure

A. Definition:

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

B. Grievances:

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

C. Grievance Procedure:

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

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

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

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

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

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

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

D. Publicity:

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

E. Miscellaneous:

1. The time limits specified for the grievance steps may be extended by mutual consent of the parties involved.
2. Failure by the employee to meet time limits shall terminate the grievance. Failure by the employer to meet the time limits shall move the grievance to the next step.
3. By following the grievance procedure, the Board or the school administration relinquishes none of its legal prerogatives.
4. The grievant has no right to refuse or disobey an administrative directive on the grounds that he/she has instituted a grievance.
5. The right of a grievant to appeal a decision to the Commissioner of Education or a higher tribunal shall not be denied by the Board. However, if an appeal is made by any party, written notice shall be given to all concerned within fourteen (14) days.

ARTICLE IV: Association Rights and Privileges

A. Information:

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

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

B. Office Space:

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

C. Association Payroll Dues Deduction:

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

D. Representation Fee:

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

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

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

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

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

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

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

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

E. Local, State and National Services:

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

F. Personal Freedom:

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

G. Academic Freedom:

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

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

H. Employment Notification:

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

I. Notification of Vacancies

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

J. Personnel Records:

1. An employee shall have the right to review the contents of the employee's own personnel file upon reasonable notice and a scheduled appointment.
2. The administration shall not place in an employee's personnel file material that is derogatory without first bringing the material to the employee's attention, obtaining requisite employee's signature, and providing the employee with ten (10) calendar days to submit a written rebuttal. If the administration determines upon such reasonable notice that the material should be included in the personnel file, the employee's written rebuttal shall be appended to the material before it is included in the personnel file.

K. Association Meetings:

The Association shall be provided the opportunity to hold one (1) general membership meeting per marking period. The meetings will be held at the end of the day during the time between student dismissal and the end of the teacher work day. Unit members may attend without loss of pay.

L. Meetings and Interviews:

Whenever any employee is required to appear before any administrator, supervisor, the Board of Education, or any committee (or member thereof) concerning any matter which could be disciplinary in nature, said employee shall be given 24 hours' prior written notice of the reasons for such meeting(s) or interview(s) unless the time-sensitive nature of the meeting or interview renders it impractical or impossible to provide 24 hours' written notice. In such cases, some prior notice of the reason for the meeting will be given. The employee shall be entitled to have a Representative(s) of the Association advise and represent him/her during such meeting or interview.

M. Non-resident Enrollment:

The Board will permit staff members who are not domiciled within the Delaware Valley Regional High School District to enroll their children at Delaware Valley Regional High School on the following conditions:

1. Staff members must pay tuition at a rate of fifty percent (50%) of the advertised tuition rate applicable to non-residents.
2. The enrollment of any non-resident student cannot trigger the creation of another class or the hiring of another teacher.
3. Any services required by the non-resident child enrolled under this section that exceed the per-pupil cost shall be the responsibility of the parent.
4. Enrollment of non-resident students under this section will be reassessed annually by the Superintendent of Schools based on class sizes and the student's maintenance of good standards of discipline.
5. The continued enrollment of a non-resident student or the imposition of costs under this provision shall not be subject to the Agreement's grievance procedure.

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

A. Teacher Work Year:

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

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

- . The in-school work year shall consist of 183 annual student/teacher days and four (4) additional teacher-only/in-service days. New teachers shall be required to attend two (2) additional days of orientation at the start of the school year.

B. Teacher Work Day:

1. The total in-school work day shall consist of not more than seven (7) hours and fifteen (15) minutes, which shall include a duty-free lunch equal to or greater than the length of one period on Day C of the block cycle.
2. All teachers shall be at their designated stations at the Warning Bell. The instructional day, including class periods and blocks, passing time, and lunch will be 6 hours and 49 minutes.
3. Teachers shall be in attendance on in-service days on a schedule developed by the Superintendent in consultation with the Association.
4. On days when students are dismissed early for the purpose of scheduling teacher in-service, teachers shall be in attendance until the regular teacher departure time.
5. On the last student day, teachers may be dismissed, with the permission of the Principal, no sooner than twenty (20) minutes after the close of the pupils' school day or when obligations are met after the pupil departure time, but not later than the regular teacher departure time.
6. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day; however, teachers may be required to stay until the last regular bus departs.

C. Teacher Work Load:

1. The average daily teaching/professional load in the school shall be two hundred sixty-four (264) minutes per block cycle, not to exceed three hundred and five (305) minutes per day.

The Board reserves the right to implement alternative scheduling, with consultation from the Association.

An exception to this Article can be made with the agreement of the teacher, Association, and the Board; in this case an extra five thousand four hundred thirty dollars (\$5,430) will be paid if assigned to an additional academic course that will result in an average daily teaching/professional load greater than two hundred sixty-four (264) minutes per block cycle, and one thousand three hundred dollars (\$1,300) if assigned to supervise an independent study outside of the contractual work day, to be prorated based on the number of marking periods in which the additional assignment occurs. Volunteers will be sought when a representative of the Association is present.

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

D. Faculty Meetings:

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

E. Non-Teaching Duties:

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

F. Teacher Assignment:

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

ARTICLE VI: Aides Work Year and Work Day

A. Aides Work Year:

1. Aides, other than new personnel who may be required to attend an additional two (2) days of orientation, shall be required to work 185 days.
2. The in-school work year for aides employed on a ten (10) month basis shall be the calendar established by the Board.
3. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which aide attendance is required.
4. Aides shall work the same minimum school days as teachers as outlined in Article V.A.3. Here, a “minimum school day” is defined as a teacher half-day.

B. Aides Work Day:

1. Maximum of eight (8) hours per day inclusive of a thirty (30) minute lunch. This lunch period shall take place between 10:30 AM and 1:00 PM.
2. Starting and ending time shall be defined by the supervisor.
3. Dismissal on inclement weather or emergency days shall be on the same schedule as teachers, except for bus aides who will perform their regular duties.
4. Aides will have two (2) fifteen (15) minute breaks per day scheduled at times convenient to their schedule. It is the aide’s responsibility to schedule the time for their breaks, and the aide must ensure there is coverage during the break, if required.

C. Instructional Aide as Substitute Teacher:

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

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

A. Custodial Work Year:

1. Custodians shall be employed on a twelve (12) month basis
2. Custodians will receive the following holidays: Independence Day, Labor Day, Thanksgiving, Christmas Day, New Year's Day, Good Friday, and Memorial Day. If a custodian is required to work on any of these days, the custodian shall be paid at a rate of two hours for each hour of duty.

Christmas Eve and New Year's Eve shall be holidays for custodians except that one custodian with a black seal license shall be on duty during assigned hours. That custodian shall receive overtime payment at the rate of one and one-half (1 1/2) hour for each hour of duty.

President's Day is a holiday for custodians. If school is in session on President's Day the custodians shall be required to work their normal schedule but shall receive a floating holiday that must be taken before the end of the fiscal year.

The day after Thanksgiving is a holiday for custodians. If the employee is scheduled to work the day after Thanksgiving, the custodian shall receive a floating holiday that must be taken before the end of the fiscal year.

3. If Martin Luther King, Jr. Day is a workday for teachers, custodians shall work their normal shifts. If Martin Luther King, Jr. Day is a holiday for teachers, at least one custodian who possesses a black seal license shall report for duty as needed, on a rotating basis as assigned by the custodian supervisor. That custodian shall receive overtime payment at the rate of one and one-half (1 1/2) hour for each hour of duty.
4. Vacation for Custodians:
 - a. After the completion of one (1) through five (5) years of service each custodian will receive two (2) weeks' vacation.
 - b. After the completion of six (6) through fourteen (14) years of service each custodian will receive three (3) weeks' vacation.
 - c. After the completion of fifteen (15) years of service each custodian will receive four (4) weeks' vacation.
 - d. Vacation days shall be earned during the year and accrue for use by the employee on July 1st of the following year.
 - e. Vacation requests must be made and approved at least three (3) days in advance of the date upon which a custodian intends to use vacation leave.
 - f. Custodians are not permitted to use vacation days during the two (2) week period preceding graduation.

5. Sick Leave for Custodians:

Following the use of sick leave, a sick leave verification form must be completed and submitted to the custodial supervisor on the day upon which the custodian returns to work.

B. Custodial Work Day:

1. Eight (8) hours inclusive of a thirty (30) minute lunch and two (2) fifteen (15) minute breaks. Employees shall remain on the premises during their paid lunch and breaks.
2. Starting and ending time for each custodian's work shift shall be defined by the supervisor.
3. The starting and ending time for each custodian's work shift shall be posted by September 1st. Work shifts will only be changed on a permanent basis with two weeks' notice. When necessary, temporary modification of work shifts shall be permitted in consultation with the employee.
4. Overtime work shall be distributed on a rotating seniority basis with seventy-two (72) hours' notice given to the affected employee(s). Employees assigned to overtime may obtain coverage for a scheduled overtime shift without prejudice with notification to the Buildings and Grounds Supervisor. Vacation days and holidays count as days worked toward the forty (40) hours, but personal days, sick days, funeral days, or other paid absence from work will not count as days worked in the computation of overtime.
5. In the event of an emergency call-in after an employee completes his or her work shift and leaves the premises, the employee will be guaranteed a minimum of one (1) hour work at one and one-half (1½) times the regular hourly rate of pay. Successive call-ins within the one (1) hour period will not be compensated unless the employee's time on the job extends beyond the conclusion of the one (1) hour period.
6. Inclement Weather:

On days when student attendance is not required due to inclement weather custodians shall report to work as directed by the Supervisor of Buildings and Grounds.

C. Additional Requirements and Expectations for Custodians:

1. For regular full time custodial personnel required to work in inclement weather conditions the Board will furnish a full set of foul weather clothing as follows:
 - a. The Board shall provide a full set of foul weather clothing for each regular full time custodian required to work in inclement weather conditions.

- b. Each set of foul weather clothing shall be replaced every three (3) years, or earlier if, in the opinion of the custodial supervisor, the clothing has become damaged or worn out.
 - c. Personnel must reimburse the Board for lost articles and/or for articles damaged through negligence or misuse.
 2. All custodians must obtain a minimum of a Black Seal license within two (2) years of hire. The Board will reimburse the tuition cost for one (1) Black Seal License course upon successful completion of the course as well as reimburse employees for the cost of license renewal.
 3. Custodial Uniforms:
 - a. The Board will supply each custodian with at least three (3) weekly sets of uniforms including long sleeve shirts or blouses, short sleeve shirts or blouses, and pants or skirts.
 - b. The Board will reimburse each custodian up to one hundred-fifty dollars (\$150.00) per year towards the purchase of insulated work shoes.
 4. No custodian shall be required to clean boilers.
 5. Any custodian who voluntarily gets a Hepatitis B Vaccine shall be reimbursed the cost of the vaccination.
 6. Transportation expenses: Employees using their personal vehicles to travel between worksites for work-related business shall be reimbursed for mileage at the rate set by the New Jersey Department of Treasury Office of Management and Budget. Employees will not be paid for mileage when they report directly to an alternate worksite for their entire shift.

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

A. Secretary Work Year:

1. Ten (10) Month Secretaries

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

2. Twelve (12) Month Secretaries

The in-school work year for secretaries employed on a twelve (12) month basis shall be July 1 – June 30.

B. Secretary Work Day:

1. Eight (8) hours inclusive of a thirty (30) minute lunch and two (2) fifteen (15) minute breaks.

2. Starting and ending time as defined by the supervisor.
3. Summer hours will be posted the following Monday after the end of the teacher work year. Summer hours will be in effect commencing the first full week following graduation and ending the week before the first teacher day. Individual shift hours will be established in consultation with Administrators, however office staff must ensure there is coverage between Monday through Thursday, 8:00 a.m. – 4:00 p.m. Summer hours shall be inclusive of a thirty (30) minute lunch.
4. Attendance shall not be required whenever student attendance is not required due to inclement weather for all employees. On days of early dismissal due to inclement weather or emergencies, secretaries shall be dismissed no later than thirty (30) minutes after the teaching staff.
5. On early student dismissal days preceding holidays all secretaries except one (1) may leave the building thirty (30) minutes after teachers are permitted to leave the building. The one (1) secretary will remain on duty until the normal departure time. Secretaries will be assigned to remain on duty on a rotating basis.
6. Vacation for Twelve Month Secretaries:
 - a. After the completion of one (1) through five (5) years of service each secretary will receive two (2) weeks' vacation.
 - b. After the completion of six (6) through fourteen (14) years of service each secretary will receive three (3) weeks' vacation.
 - c. After the completion of fifteen (15) years of service each secretary will receive four (4) weeks' vacation.
 - d. Vacation days shall be earned during the year and accrue for use by the employee on July 1st of the following year.
7. Ten (10) month secretaries shall be eligible for three (3) vacation days per year to be scheduled with permission from the secretary's immediate supervisor.
8. Holidays for secretaries will be the same as teaching staff, plus they shall receive July 4th and Labor Day, except that each secretary shall be required to work one day per year either over Winter or Spring recess.
9. If the building is closed by the Administration due to inclement weather or other circumstances during either Winter or Spring break, the on-call secretary scheduled to work that day will make every effort to reschedule the shift for another day during either break that school year. If rescheduling the shift is not possible, then that secretary will arrange with his/her direct supervisor to make up those hours missed by the end of that fiscal year. The secretary may also elect to utilize a vacation or personal day in lieu of making up those hours missed.

If the on-call secretary is unable to work on the scheduled day over break due to personal reasons, the secretary may either reschedule the shift for another day during either break that school year or elect to utilize a vacation or personal day, as appropriate.

C. Employment Notification:

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

ARTICLE IX: Salaries

A. Salary Schedules:

1. The salary of each employee covered by this Agreement is set forth in appendixes that are attached hereto and made a part hereof for the 2018-2019, 2019-2020, and 2020-2021 school years.
2. Ten (10) Month: Each teacher employed on a ten (10) month basis shall receive his/her pay in twenty (20) equal semi-monthly installments. The fifteenth and thirtieth of each month are designated as paydays. Twelve (12) month employees shall be paid on the fifteenth and thirtieth of each month. The second payday in the month of February shall be the last day of the month of February. Custodians working night shift shall be paid during their shift immediately preceding the fifteenth and last day of each month.
3. Exceptions: When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.
4. Final Pay: Ten month employees shall receive their June paychecks on the last work day and on the 15th.
5. Summer Pay: Ten (10) month employees may individually elect to have ten percent (10%) of their monthly salary deducted from each paycheck by filing the form provided by the administration by September 5 of the school year. These funds plus any accumulated interest shall be paid to the employee in two (2) equal installments on July 15 and August 15.
6. An employee's per diem rate of pay shall be calculated based upon one hundred eighty-seven (187) days for ten (10) month employees and two hundred sixty (260) days for twelve (12) month employees.
7. For horizontal salary guide movement, there will be no retroactive pay prior to the start of the current pension quarter on October 1, January 1, April 1, and July 1.

B. Co-curricular Activities:

1. Co-curricular activities are listed in Schedule B.
2. Appointments to these duties are on a yearly basis, without tenure.

3. Appointments shall be recommended by the Administration and approved by the Board.

C. Sick Leave Conversion at Retirement:

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

D. Overtime:

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

E. Athletic Trainer:

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

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

The above terms will remain in effect for as long as Diane Pona holds the position. Subsequently, the position will revert to a 1.0 FTE status, and the parameters of the position shall be subject to negotiation as it pertains to schedule, work hours, and compensation.

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

Any teacher who is required to work beyond the regular teacher in-school work year as defined in Article V.A or beyond his/her total in school work day as defined in Article V.B above, shall be compensated at forty dollars (\$40.00) per hour for the 2018-2019, 2019-2020 and 2020-2021 school years with the exception of:

1. Members of the Child Study Team providing pre-approved child study team services beyond the regular teacher in-school work year, during the summer months;
2. Guidance counselors providing pre-approved counseling services beyond the regular teacher in-school work year, during the summer months; and
3. Teaching staff members providing preapproved extended school year services beyond the regular teacher in-school work year, during the summer months shall be paid at their prorated hourly rate. This rate shall be calculated based upon a 187 day school year and a 7.25 hour work day.

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

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

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

For the 2018-2019 through 2020-2021 school years, volunteers and assigned teachers shall be compensated at the rate of thirty-two dollars (\$32.00) for the first forty-two (42) minutes worked during a period or block, or shall be compensated at the rate of sixty-four dollars (\$64.00) for a period or block exceeding 42 minutes.

H. Extra Pay for Chaperones:

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

I. Home Instruction:

Home teaching openings shall be posted as they occur. Homebound instruction rate will be fifty dollars (\$50.00) per hour for the 2018-2019, 2019-2020 and 2020-2021 school years, with one (1) hour guarantee and reimbursement for mileage.

J. Mileage Reimbursement:

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

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

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

ARTICLE X: Complaint Procedure

A. Procedural Requirements:

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

B. Meeting with Principal or Immediate Superior:

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

C. Right to Representation:

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

D. Procedure:

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

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

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

Step Four If the Superintendent or his/her designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or employee, he/she shall forward the results of this investigation along with his/her recommendation, in writing, to the Board and a copy to all parties concerned.

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

E. Statutory language and Board policies supersede this complaint procedure.

ARTICLE XI: Temporary Leaves of Absence

A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the employee's Principal or other immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies). Unused personal days shall convert to sick leave at the end of each school year. If the anticipated absentee rate on any given day may exceed seven percent (7%) of the certificated staff, then requests for personal leave shall be granted on a first-come, first-served basis, up to the maximum of seven percent (7%).
2. Personal days shall not be permitted on an in-service day.
3. Up to one (1) day for the purpose of visiting other schools (this paragraph applies only to teaching staff).
4. Five (5) days absence with pay will be allowed for a critical illness or death of a spouse, parent, child, sibling, grandchild, parent-in-law, brother/sister-in-law, grandparent or any other person whose relationship with the employee may be deemed appropriate by the Superintendent; at least one day but no more than two days for the death of extended family members not residing in the employee's household.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XII: Extended Leaves of Absence

A. A leave of absence without pay of up to two (2) years may be granted by the Board to any teacher who joins the Peace Corps, Vista, National Teachers Corps or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs or has accepted a Fulbright Scholarship.

B. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

C. Maternity Leave:

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

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

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

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

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

D. Child Rearing Leave:

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

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

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

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

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

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

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

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

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

1. Leaves shall be granted for one-half (1/2) year at one hundred (100) percent of the salary that the teacher would have received had he/she remained on active duty.
2. To qualify, teachers shall present a program of study, to include a minimum of nine (9) credits of post-graduate work in the half school year, to the Superintendent by November 1 of the school year preceding the year for which the leave is requested. Such course work shall be successfully completed during the period of the leave for the teacher to have satisfied the conditions of the leave.
3. The Superintendent shall review proposals with the Board of Education and notify approved applicants by March 30 of the year preceding the year for which the leave is requested.
4. Proposals shall include details of and justification for the program selected.
5. A teacher must have completed at least seven (7) full school years of service in the Delaware Valley Regional High School District to qualify.
6. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of absence.

7. A teacher receiving a sabbatical leave must return to Delaware Valley to teach for the three (3) years following the completion of the leave. If this obligation is not fulfilled, the Board must be reimbursed by the recipient, (i.e. If a teacher should return from a sabbatical leave, teach in the Delaware Valley Regional High School for one (1) year, and then leave the system, he/she must repay the Board of Education two-thirds (2/3) of the salary he/she received during the sabbatical leave.)

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

ARTICLE XIII: Sick Leave

A. Personal Illness:

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

B. Sick Leave Accumulated in Another District:

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

C. Quarantine:

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

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

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

ARTICLE XIV: Sick Leave Bank

- A. A sick leave bank (the "Bank") shall be created by the Board for all unit members who wish to participate.

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

- C. The Bank shall be built up and maintained in the following manner:
1. Returning employees who wish to join the Bank in a given year are to notify the Superintendent or his/her designee in writing of their intention to enroll by October 15 of any year.
 2. NEmployees become eligible to join the sick leave bank upon completion of their first year of employment.
 3. Individuals may join the Bank by signing an agreement to contribute a minimum of one (1) sick day. Membership shall enable an individual to apply for sick leave days from the Bank.
 4. If an individual decides to no longer participate in the Bank, the individual shall not be entitled to reimbursement of the sick days he/she had previously contributed to the Bank.
 5. All sick days in the Bank as of July 1, 2009 shall remain part of the Bank. If at any time the number of available sick days in the Bank falls below one hundred (100), all current members of the Bank who had not yet contributed a total of ten (10) days to the Bank shall be required to contribute one (1) day until, at a minimum, the one hundred (100) day threshold is restored.
 6. In an emergency as determined by the Sick Leave Bank Committee and agreed to by the Board, the members may be asked to relinquish additional accumulated sick days during the year to replenish a depleted bank.
- D. The Bank shall be available for use in case of major illnesses or disabilities on the following basis:
1. In order to apply to use the Bank, an employee is required to exhaust all of his/her annual and accumulated sick leave before drawing on the Bank.
 2. The Bank is only to be used for long-term illnesses, that is, those requiring an absence of more than five (5) consecutive working days.
 3. If the situation meets the above criteria, the member must apply in writing to the Sick Leave Bank Committee, who may grant additional sick days from the Bank. If they so decide, the Sick Leave Bank Committee shall certify to the Superintendent or his/her designee the member to whom the sick days are to be granted and the number of days involved. If the time allotted is insufficient, a new application may be made; conversely if all the days allotted are not used, they revert, to the Bank. If the member is incapacitated, application may be made on his/her behalf by the next of kin or guardian.
 4. All applications must be accompanied by a written certification of the need by a practitioner licensed in the area in which the illness occurs.

5. No more than sixty (60) sick days may be granted to any one member at a given time. A member who requires more than sixty (60) days must reapply to the Sick Leave Bank Committee for approval.
- E. Members who are on extended leaves of absence or sabbaticals will neither be required to contribute to nor be allowed to draw on the Bank. Upon their return, their rights and obligations will be reinstated in full.
- F. The decision of the Sick Leave Bank Committee shall be final and binding and shall not be subject to the grievance and arbitration procedures contained in Article III of this Agreement.

ARTICLE XV: Professional Development and Educational Improvement

A. Programs:

1. Pay and Expenses for Required Training:

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

2. Voluntary Professional Growth and Development:

- a. Teachers shall be reimbursed at 100% of tuition costs for graduate courses, up to a maximum of nine (9) credits per year at the Rutgers University Graduate course per-credit rate. For teachers pursuing a master's degree in the content area in which they teach, teachers shall be reimbursed at 100% of the tuition costs for graduate courses, up to a maximum of twelve (12) credits per year at the Rutgers University Graduate course per-credit rate. The secretary/aide maximum shall be \$800.00 per person per year.
- b. In order to receive tuition reimbursement or additional compensation the following shall apply:
 - i. The institution where the employee takes the coursework or from where he/she obtains a degree must be a duly authorized institution of higher education as defined in N.J.S.A. 18A:3-15.3.
 - ii. The employee must obtain approval from the Superintendent prior to enrolling in the course. If the Superintendent denies the request, the employee may appeal the denial to the Board of Education.
 - iii. An employee can only receive tuition reimbursement or additional compensation for a course or degree that is related to the employee's current or future job responsibilities.

- c. Employees will not be eligible to receive reimbursement if they voluntarily terminate employment in a period of twelve (12) months after successful completion of the course or courses. Said reimbursement shall be deducted from the employee's last paycheck(s).
- d. The maximum liability to the Board of Education shall be forty thousand dollars (\$40,000). Amounts not expended in one fiscal year shall not be added to money available in the following year. If the cap for tuition reimbursement is insufficient in any fiscal year to meet the demands of all applicants, the following guidelines shall apply:
 - i. tuition reimbursement for the FIRST SIX (6) CREDITS taken by any qualified teacher in a fiscal year shall be based on the total number of qualified teachers taking SIX (6) CREDITS during that fiscal year;
 - ii. reimbursement for additional courses shall be taken from the balance of funds after the FIRST SIX (6) CREDIT reimbursement; and,
 - iii. reimbursements for up to three (3) additional credits by any one teacher during one fiscal year shall be approved in order of request until the amount of maximum liability is reached.

3. C.E.U. Credits:

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

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

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

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

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

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

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

ARTICLE XVI: Employee Benefits

A. Health Care Coverage:

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

Employees employed on or before June 30, 2016 who elect to waive their health insurance benefit in lieu of payment shall be compensated at fifty percent (50%) of the annual net savings to the Board to a maximum of the waiver amount to which they were entitled on

June 30, 2016. For employees hired on or after July 1, 2016 the maximum payment they can receive for waiving health benefits is twenty-five percent (25%) of the annual net savings to the Board, or five thousand dollars (\$5,000), whichever is less.

Employees shall communicate, in writing, their intention to participate in the insurance opt-out waiver to the school business administrator no later than June 15th for the forthcoming year and no later than December 15th for the last six (6) months of the school year. Employees will be reimbursed half of the opt-out payment on the last pay period of December and the remaining half of the payment on the last pay period of June. Employees shall be paid only for the months in which they participate.

B. Vision Care Coverage:

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

C. Dental Care Coverage:

The Board will provide each employee eligible for insurance coverage, who elects to enroll, a 100-50-50 with orthodontic dental plan. The Board will extend said dental plan to family coverage where appropriate. The annual calendar year per-patient maximum will be \$1,500. The premium shall be paid by the Board of Education with the exception of any percentage paid by the employees as established under Tier Four, P.L. 2011, Chapter 78.

D. Prescription Coverage:

The Board will provide a prescription drug plan for all eligible employees who elect to enroll and their families, where appropriate, with copays at retail stores of \$20 for non-preferred brands, \$10 preferred brands, and \$5 generic and mail order copays of \$25 for non-preferred brands, \$15 preferred brands, and \$5 generic. The premium shall be paid by the Board of Education with the exception of any percentage paid as established under Tier Four, P.L. 2011, Chapter 78.

E. Flexible Spending Account:

Employees shall have the option of participating in the Section 125 Flexible Spending Accounts Program. The maximum annual contribution limits shall be those determined annually by the Internal Revenue Service.E

ARTICLE XVII: Protection of Teachers, Students and Property

A. Unsafe and Hazardous Conditions:

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

B. Action before Board or Commissioner:

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

C. Assault:

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

D. Reporting Assaults:

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

ARTICLE XVIII: Miscellaneous Provisions

A. Administrative Lateness:

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

B. Board Policy:

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

C. Savings Clause:

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

D. Separability:

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, but all other applications shall continue in force and effect.

E. Compliance Between Individual Contract and Master Agreement:

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

F. Printing Agreement:

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

G. Notice:

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

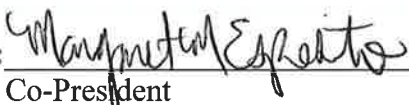
ARTICLE XIX: Duration

A. This Agreement shall become effective on July 1, 2018, and shall continue in effect through June 30, 2021. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless it is mutually extended in writing.


IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at Alexandria Township, Hunterdon County, New Jersey on this 15th day of October 20 18.

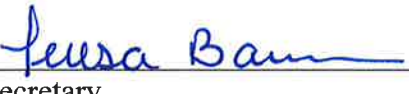
**DELAWARE VALLEY REGIONAL
EDUCATION ASSOCIATION**

**DELAWARE VALLEY REGIONAL
BOARD OF EDUCATION**

BY: 
Co-President

BY: 
President

BY: 
Co-President

BY: 
Secretary

BY: 
Secretary

APPENDIX A

DELAWARE VALLEY REGIONAL HIGH SCHOOL DISTRICT

GRIEVANCE FORM

STEP TWO: Principal or Immediate Supervisor

GRIEVANT'S NAME: _____ DATE PRESENTED: _____

DATE OF ALLEGED VIOLATION: _____

ARTICLE AND SECTION OF AGREEMENT ALLEGEDLY VIOLATED: _____

NATURE OF ALLEGED VIOLATION: _____

REMEDY SOUGHT: _____

DISPOSITION: Granted: _____ Denied: _____

REASON/S: _____

PRINCIPAL'S/SUPERVISOR'S SIGNATURE: _____

ASSOCIATION SIGNATURE: _____ DATE: _____

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

GRIEVANT'S SIGNATURE: _____ DATE: _____

STEP THREE: Superintendent

DATE PRESENTED: _____

DISPOSITION: Granted: _____ Denied: _____

REASON/S: _____

SUPERINTENDENT'S SIGNATURE: _____

ASSOCIATION SIGNATURE: _____ DATE: _____

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

GRIEVANT'S SIGNATURE: _____ DATE: _____

STEP FOUR: School Board

DATE PRESENTED: _____

DISPOSITION: Granted: _____ Denied: _____

REASON/S: _____

BOARD SECRETARY'S SIGNATURE: _____

ASSOCIATION SIGNATURE: _____ DATE: _____

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

GRIEVANT'S SIGNATURE: _____ DATE: _____

STEP FIVE:

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

DATE PRESENTED: _____ ARBITRATION DATE: _____

DISPOSITION: Granted: _____ Denied: _____

FILE NUMBER: _____

APPENDIX B

2018-2019 Teachers Salary Guide

Step	BS	BS+15	BS+30	MS	MS+15	MS+30
1	51,290	52,290	53,910	55,255	56,625	58,025
2	52,290	53,290	54,910	56,255	57,625	59,025
3-4	53,290	54,290	55,910	57,255	58,625	60,025
5-6	54,305	55,305	56,925	58,270	59,640	61,040
7-8	55,805	56,805	58,425	59,770	61,140	62,540
9	57,305	58,305	59,925	61,270	62,640	64,040
10	58,805	59,805	61,425	62,770	64,140	65,540
11	60,320	61,320	62,940	64,285	65,655	67,055
12	62,095	63,095	64,715	66,060	67,430	68,830
13	64,585	65,585	67,205	68,550	69,920	71,320
14-15	67,590	68,590	70,210	71,555	72,925	74,325
16-17	71,080	72,080	73,700	75,045	76,415	77,815
18	75,050	76,050	77,670	79,015	80,385	81,785
19	79,475	80,475	82,095	83,440	84,810	86,210
20	82,325	83,325	84,945	86,290	87,660	89,060

APPENDIX C

2019-2020 Teachers Salary Guide

Step	BS	BS+15	BS+30	MS	MS+15	MS+30
1	51,670	52,670	54,290	55,635	57,005	58,405
2	52,420	53,420	55,040	56,385	57,755	59,155
3	53,420	54,420	56,040	57,385	58,755	60,155
4-5	54,420	55,420	57,040	58,385	59,755	61,155
6-7	55,920	56,920	58,540	59,885	61,255	62,655
8-9	57,425	58,425	60,045	61,390	62,760	64,160
10	58,925	59,925	61,545	62,890	64,260	65,660
11	60,425	61,425	63,045	64,390	65,760	67,160
12	62,425	63,425	65,045	66,390	67,760	69,160
13	64,875	65,875	67,495	68,840	70,210	71,610
14	67,875	68,875	70,495	71,840	73,210	74,610
15-16	71,325	72,325	73,945	75,290	76,660	78,060
17-18	75,175	76,175	77,795	79,140	80,510	81,910
19	79,475	80,475	82,095	83,440	84,810	86,210
20	83,075	84,075	85,695	87,040	88,410	89,810

APPENDIX D

2020-2021 Teachers Salary Guide

Step	BS	BS+15	BS+30	MS	MS+15	MS+30
1	52,490	53,490	55,110	56,455	57,825	59,225
2	52,990	53,990	55,610	56,955	58,325	59,725
3	53,740	54,740	56,360	57,705	59,075	60,475
4	54,740	55,740	57,360	58,705	60,075	61,475
5-6	56,165	57,165	58,785	60,130	61,500	62,900
7-8	57,665	58,665	60,285	61,630	63,000	64,400
9-10	59,165	60,165	61,785	63,130	64,500	65,900
11	60,665	61,665	63,285	64,630	66,000	67,400
12	62,615	63,615	65,235	66,580	67,950	69,350
13	65,455	66,455	68,075	69,420	70,790	72,190
14	68,575	69,575	71,195	72,540	73,910	75,310
15	71,975	72,975	74,595	75,940	77,310	78,710
16-17	75,650	76,650	78,270	79,615	80,985	82,385
18-19	79,600	80,600	82,220	83,565	84,935	86,335
20	83,825	84,825	86,445	87,790	89,160	90,560

APPENDIX E

TEACHER'S' PLACEMENT CHART

2017-18 Step		2018-19 Step		2019-20 Step		2020-21 Step
				1	----->	1
		1	----->	2	----->	2
1	----->	2	----->	3	----->	3
2-3	----->	3-4	----->	4-5	----->	4
4-5	----->	5-6	----->	6-7	----->	5-6
6-7	----->	7-8	----->	8-9	----->	7-8
8	----->	9	----->	10	----->	9-10
9	----->	10	----->	11	----->	11
10	----->	11	----->	12	----->	12
11	----->	12	----->	13	----->	13
12	----->	13	----->	14	----->	14
13-14	----->	14-15	----->	15-16	----->	15
15-16	----->	16-17	----->	17-18	----->	16-17
17	----->	18	----->	19	----->	18-19
18	----->	19	----->	20		20
19	----->	20				
20						

APPENDIX F

Aides Salary Guide

Instructional Aides Salary Guide (hourly)

Step	2018-2019	2019-2020	2020-2021
1	19.36	19.82	20.35
2	19.71	20.17	20.70
3	20.09	20.52	21.05
4	20.48	20.91	21.40
5	21.01	21.41	21.83

Non-Instructional Aides Salary Guide (hourly)

Step	2018-2019	2019-2020	2020-2021
1	14.42	14.80	15.17
2	14.96	15.36	15.74
3	15.48	15.89	16.28
4	16.00	16.44	16.85
5	16.53	16.97	17.39

APPENDIX G

Custodian Salary Guide

Step	2018-2019	Step	2019-2020	Step	2020-2021
1	38,085	1	38,945	1	39,620
2	38,910	2	39,745	2	40,420
3-4	39,755	3	40,545	3	41,220
5-6	40,620	4-5	41,345	4	42,020
7-8	41,505	6-7	42,145	5-6	42,820
9	42,585	8-9	42,945	7-8	43,620
10	43,665	10	44,060	9-10	44,420
11	44,745	11	45,175	11	45,575
12	45,830	12	46,290	12	46,730
13	46,915	13	47,410	13	47,890
14	48,000	14	48,530	14	49,050
15	49,085	15	49,650	15	50,210
16	50,170	16	50,770	16	51,370

Custodian Salary Guide - Hourly

Step	2018-2019	Step	2019-2020	Step	2020-2021
1	\$18.31	1	\$18.72	1	\$19.05
2	\$18.71	2	\$19.11	2	\$19.43
3-4	\$19.11	3	\$19.49	3	\$19.82
5-6	\$19.53	4-5	\$19.88	4	\$20.20
7-8	\$19.95	6-7	\$20.26	5-6	\$20.59
9	\$20.47	8-9	\$20.65	7-8	\$20.97
10	\$20.99	10	\$21.18	9-10	\$21.36
11	\$21.51	11	\$21.72	11	\$21.91
12	\$22.03	12	\$22.25	12	\$22.47
13	\$22.56	13	\$22.79	13	\$23.02
14	\$23.08	14	\$23.33	14	\$23.58
15	\$23.60	15	\$23.87	15	\$24.14
16	\$24.12	16	\$24.41	16	\$24.70

Extra Stipends:

Black Seal License	\$1,000 per year
Certified Pesticide Applicator	\$1,000 per year
Professional License	\$2,000 per year

APPENDIX H

Custodian Placement Chart

2017-18 Step		2018-19 Step		2019-20 Step		2020-21 Step
				1	----->	1
		1	----->	2	----->	2
1	----->	2	----->	3	----->	3
2-3	----->	3-4	----->	4-5	----->	4
4-5	----->	5-6	----->	6-7	----->	5-6
6-7	----->	7-8	----->	8-9	----->	7-8
8	----->	9	----->	10	----->	9-10
9	----->	10	----->	11	----->	11
10	----->	11	----->	12	----->	12
11	----->	12	----->	13	----->	13
12	----->	13	----->	14	----->	14
13	----->	14	----->	15	----->	15
14	----->	15	----->	16		16
15	----->	16				
16						

APPENDIX I

Secretaries Salary Guide

Step	2018-2019		Step	2019-2020		Step	2020-2021	
	10 MO	12 MO		10 MO	12 MO		10 MO	12 MO
1	32,660	39,190	1	33,614	40,335	1	34,592	41,510
2	33,370	40,045	2	34,324	41,190	2	35,304	42,365
3	34,100	40,920	3	35,054	42,065	3	36,033	43,240
4	34,845	41,815	4	35,799	42,960	4	36,779	44,135
5	35,610	42,730	5	36,564	43,875	5	37,542	45,050
6	36,390	43,670	6	37,344	44,815	6	38,321	45,985
7	37,190	44,630	7	38,144	45,775	7	39,121	46,945
8	38,010	45,610	8	38,964	46,755	8	39,938	47,925
9	38,845	46,615	9	39,799	47,760	9	40,771	48,930
10	39,700	47,640	10	40,654	48,785	10	41,625	49,950
11	40,570	48,685	11	41,524	49,830	11	42,495	50,995
12	41,460	49,750	12	42,405	50,885	12	43,380	52,055

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

APPENDIX J

Non-Certificated Nurse Salary Guide

School Year	Salary
2018-2019	\$ 46,237
2019-2020	\$ 47,162
2020-2021	\$ 48,087

APPENDIX K

Area Coordinators Salary Guide

No. in Department	2018-2019	2019-2020	2020-2021
1-2	\$1,097	\$1,097	\$1,097
3-4	\$1,370	\$1,370	\$1,370
5-6	\$1,780	\$1,780	\$1,780
7 +	\$2,184	\$2,184	\$2,184

In departments with two or more teachers responsible to the coordinator, the coordinator will, in addition to salary, receive daily release time equal to or greater than the length of one period on Day C of the block cycle.

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

APPENDIX L**SCHEDULE B**

POSITION	2018- 2019	2019- 2020	2020- 2021
Assistant Athletic Director	\$7,837	\$7,915	\$7,995
Athletic Business Manager	\$5,348	\$5,401	\$5,455
Audio-Visual Public Relations	\$7,000	\$7,070	\$7,141
Baseball, Assistant Coach (2)	\$5,877	\$5,936	\$5,995
Baseball, Head Coach	\$7,755	\$7,833	\$7,911
Basketball, Assistant Coach (4)	\$6,838	\$6,906	\$6,975
Basketball Head Coach (2)	\$9,369	\$9,463	\$9,557
Calling Substitutes**	\$5,000	\$5,050	\$5,101
Cheerleader, Assistant Coach (2)	\$5,877	\$5,936	\$5,995
Cheerleader, Head Coach (2)	\$7,755	\$7,833	\$7,911
Choir Director	\$5,092	\$5,143	\$5,194
Class Advisor (Seniors)	\$3,892	\$3,931	\$3,970
Class Advisor (Juniors)	\$3,726	\$3,763	\$3,801
Class Advisor (Sophomores)	\$1,488	\$1,503	\$1,518
Class Advisor (Freshmen)	\$1,327	\$1,340	\$1,354
Cross Country (2)	\$7,755	\$7,833	\$7,911
Cross Country Asst. Coach	\$5,877	\$5,936	\$5,995
Delphi (pro-rated to 10 issues/yr)	\$4,910	\$4,959	\$5,009
Drumline	\$4,091	\$4,132	\$4,173
Football, 1st Assistant	\$7,180	\$7,252	\$7,324
Football, Assistant Coach (4)	\$6,838	\$6,906	\$6,975
Football, Head Coach	\$10,086	\$10,187	\$10,289
Golf	\$5,903	\$5,962	\$6,022
Hockey, Assistant Coach (2)	\$5,877	\$5,936	\$5,995
Hockey, Head Coach	\$7,755	\$7,833	\$7,911
Jazz Band	\$4,091	\$4,132	\$4,173
Key Club Advisor (2)	\$4,100	\$4,141	\$4,182
Lacrosse, Assistant Coach (4)	\$5,877	\$5,936	\$5,995
Lacrosse, Head Coach (2)	\$7,755	\$7,833	\$7,911
Marching Band, Assistant	\$4,466	\$4,511	\$4,556

Marching Band, Percussion	\$4,467	\$4,512	\$4,557
Marching Band, Front	\$3,802	\$3,840	\$3,878
Marching Band, Head	\$6,864	\$6,933	\$7,002
Mock Trial Advisor	\$4,153	\$4,195	\$4,236
Mock Trial Assistant	\$3,537	\$3,572	\$3,608
Musical Director	\$5,154	\$5,206	\$5,258
Musical, Instrumental Director	\$4,038	\$4,078	\$4,119
Musical, Props/Costumes	\$2,889	\$2,918	\$2,947
Musical, Vocal Director	\$4,287	\$4,330	\$4,373
Musical, Choreographer	\$2,889	\$2,918	\$2,947
National Honor Society (2)	\$2,985	\$3,015	\$3,045
Peer Leader/Peer Mediation	\$2,946	\$2,975	\$3,005
Play Director, Fall	\$4,154	\$4,196	\$4,237
Play Director, Spring	\$4,154	\$4,196	\$4,237
Play Director, Fall Assistant	\$3,538	\$3,573	\$3,609
Play Director, Spring Assistant	\$3,538	\$3,573	\$3,609
Plays, Business Manager	\$1,911	\$1,930	\$1,949
Set Design	\$2,972	\$3,002	\$3,032
Soccer, Assistant Coach (4)	\$5,877	\$5,936	\$5,995
Soccer, Head Coach (2)	\$7,755	\$7,833	\$7,911
Softball, Assistant Coach (2)	\$5,877	\$5,936	\$5,995
Softball, Head Coach	\$7,754	\$7,832	\$7,910
Stage Manager	\$3,033	\$3,063	\$3,094
Student Council (2)	\$4,100	\$4,141	\$4,182
Thespians	\$1,972	\$1,992	\$2,012
Track, Assistant Coach (4)	\$5,877	\$5,936	\$5,995
Track, Head Coach (2)	\$7,755	\$7,833	\$7,911
Volleyball, Assistant Coach	\$6,838	\$6,906	\$6,975
Volleyball, Head Coach	\$7,755	\$7,833	\$7,911
Wrestling, Assistant Coach (2)	\$6,838	\$3,015	\$3,045
Wrestling, Head Coach	\$9,369	\$9,463	\$9,557
Yearbook Advisor	\$5,132	\$5,183	\$5,235
Yearbook Business Manager	\$2,841	\$2,869	\$2,898

CLUBS

Level 1	\$1,029	\$1,039	\$1,050
Level 2	\$1,681	\$1,698	\$1,715
Level 3	\$2,340	\$2,363	\$2,387

Any employee that had seven (7) years of experience in a Schedule B/Club stipend position as of June 30, 2018, or who already has earned longevity in a position, will be grandfathered into the following longevity schedule:

LONGEVITY

(for each 10 years of experience)

Up to \$1,000	\$227	\$227	\$227
\$1,001 to \$2,500	\$378	\$378	\$378
\$2,501 to \$4,000	\$529	\$529	\$529
\$4,001 to \$5,500	\$679	\$679	\$679
\$5,501 and up	\$832	\$832	\$832

* For as long as Asa Whitaker is appointed as the Softball Head Coach the stipend shall be \$9,750 inclusive of longevity.

Employees with less than seven (7) years of experience as of June 30, 2018 will not be eligible for longevity.

**The Calling Substitutes stipend is not eligible for longevity.