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AGREEMENT

BETWEEN

Harrington Park

THE BOARD OF EDUCATION

OF

HARRINGTON PARK, NEW JERSEY

IN

THE (COUNTY OF BERGEN)

AND

THE HARRINGTON PARK EDUCATION ASSOCIATION

FOR

1985 - 87

July 1, 1985 - June 30, 1987

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PREAMBLE

This Agreement entered into this 1st day of July 1985, by and between the Board of Education of Harrington Park, Bergen County, New Jersey, hereinafter called the "Board", and Harrington Park Education Association, hereinafter called the "Association".

W I T N E S S E T H:

WHEREAS, the Board, (and the Employees have negotiated with each other) pursuant to Chapter 123, Public Laws of 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and condition of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I

RECOGNITION

The Board recognizes the Association as the exclusive representative for collective negotiations concerning terms and conditions of employment of all regularly employed certificated personnel, hereafter and for the purposes of this contract referred to as teachers, exercising non-supervisory positions and excluding confidential employees with access to Board information. Persons not covered under this article and contract include, but are not limited to the following:

Superintendent/Principal  
Vice-Principal  
Business Manager/Board Secretary  
Coordinator of Pupil Personnel Services  
Secretary and Aides to the Superintendent/  
Principal, Vice-Principal, Business Manager/  
Board Secretary, Chairperson-Child Study Team/  
LDTC, Library-Nurse Clerk Typist  
Maintenance and Custodial Workers  
Lunchroom Aides

## ARTICLE II

NEGOTIATION PROCEDUREA. Agreement

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in good faith on all matters concerning the terms and conditions of teachers' employment. Such negotiations, the dates shall be governed by the PERC timetable, may begin after July 1, 1986, but not later than the first week of January 1987.

B. Procedure

During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all pertinent public records, public data and public information of the Harrington Park School District.

The parties mutually agree that their representative negotiating teams can make tentative agreements, but that only the full Board by resolution, and the full representative membership of the Association by vote, can ratify the final contract.

ARTICLE III

GRIEVANCE PROCEDURE

The parties shall be governed by the grievance procedure, Schedule A, which is attached hereto and made a part hereof.

ARTICLE IV

SALARIES

A. Salary Schedule

The salaries of all personnel covered by this Agreement are set forth in Schedule B, which is attached hereto and made a part hereof.

B. Time of Payment

When a pay day falls on or during a school holiday or vacation, teachers shall receive their paychecks on the last previous working day.

C. Summer Payment Plan Option

The teaching staff participating in the Summer Payment Plan shall be paid on a 10 month 21 payment plan during the 1985-87 school years. If less than 14 members of the faculty choose to participate in the plan, during a school year, it will become inoperable for that school year. It will become operable, if by June first of a school year, 14 or more teachers choose to participate in the following school year.

ARTICLE V

A. Insurance Protection

The Board shall provide for certificated personnel covered by this Agreement 100% single coverage and 100% family coverage under the New Jersey Public and School Employee Health Benefits Plan, which shall include Blue Cross, Blue Shield, Rider J and Major Medical Insurance protection. The carrier shall not be changed without mutual consent.

Personnel shall not avail themselves of any double coverage.

B. Tuition Aid

The Board agrees to reimburse members of the teaching staff for accredited college courses as determined in advance by the Board and Superintendent/Principal to be relevant to professional development in Grades K-8.

Reimbursement for courses taken within a degree program and required for the degree, but taken outside of a teacher's area of certification will be limited to 9 credits.

B. Tuition Aid (continued)

Reimbursement for courses which meet on fewer than 5 different dates will be limited to 3 credits for every 15 credits earned.

The Board shall provide funds at the rate of \$375.00 per year per staff member for the 1985-86 and the 1986-87 school years. These funds are non-cumulative.

Upon completion of each course and as a condition of reimbursement, the teacher shall supply the Board with proof of the course taken and proof of a passing grade. Reimbursement of these courses shall be approved at the next public Board meeting following the submission of complete documentation to the Business Manager/Board Secretary of completion of the course. Payment shall be made within 30 days of public approval of the disbursement of funds.

Any teacher who leaves the district on his or her own volition and receives tuition aid during that school year shall reimburse the Board any monies received by this benefit.

C. Dental Insurance

1. Employee

The Board shall provide for the personnel covered by this Agreement at a cost of \$17.50 per month per person for dental coverage under a plan chosen and agreed upon by the Association for the term of this Agreement. The amount of monthly premium that may exceed the Board's contribution of \$17.50 per person shall be paid by the personnel covered by this Agreement through a monthly payroll deduction. The Board shall provide for the payment of the monthly premium to the insurance carrier. The Association agrees to administer the plan for the personnel covered by this provision and to keep a proper accounting of transactions with the carrier.

C. Dental Insurance (continued)

2. Dependents

An amount not to exceed \$5,000.00, to be derived from the amount of \$213,000.00 that was agreed to by the Board and the Association for salary, has been established for dependent dental coverage. If a successor Agreement is not finalized at the expiration of this contractual Agreement, the Board's obligation for dependent dental coverage shall not exceed \$5,000.00 per year. The dependent dental coverage shall become effective January 1, 1987.

ARTICLE VI

BOARD RIGHTS

A. Statement

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains and reserves unto itself, without limitations except as specifically granted in this Agreement and under the provisions of Chapter 123, Public Laws 1974, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, by the decision of the Federal and New Jersey State Courts, the Commissioner of Education and the New Jersey State Board of Education.

The Board's right to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, a high level of education and an effective operation of the school system, after advance notice thereof to the employees to require compliancy by the employees is recognized except as this Agreement shall otherwise provide.



B. Willingness to Discuss

The willingness of the Board to discuss matters which are within the sole prerogatives of the Board shall not be deemed to constitute a waiver or relinquishment of any such prerogatives.

C. Fully Bargain Clause

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

During the terms 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 or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This clause shall not preclude the introduction of any new items in subsequent contract negotiations.

ARTICLE VII

TEACHER RIGHTS

A. Just Cause Provision

No tenured teacher shall be reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without cause, provided such action relates to the terms and conditions of employment. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. No non-tenured teacher shall be reduced in rank or compensation during the school year without just cause.

B. Required Meetings or Hearings

Whenever any teacher is required to appear before the Board whose function it shall be to determine at such time whether just cause exists for the discontinuance of that teacher in his/her office, position or employment or the salary pertaining thereto, then said teacher shall be given prior written notice of the reasons for such meeting or interview. Whether compensation shall be paid to any teacher on suspension and pending charges shall be determined by the Board.

C. Criticism

Any question or criticism by a supervisor or administrator of a teacher's instructional methodology shall not be made in the presence of students, parents or other members of staff. In the event a complaint regarding a teacher is made by a parent which could adversely affect the teacher's position in the school system and such complaint is brought to the attention of the teachers, said teacher shall be informed of all the facts and details available and shall have the opportunity to process his position on the matter through administrative channels, grievance procedures, courts and/or Commissioner of Education.

In addition, any question or criticism by any staff member of the administration or school board policy or procedure, shall not be made in the presence of students or parents unless previously discussed with the administration or Board.

D. Personnel Records

This article refers to teachers covered by this Agreement.

1. File

A teacher shall have the right, upon request, to review the contents of his/her personnel file and to make copies of any documents contained therein. A teacher shall be entitled to have a representative of the Association accompany him/her during such review.

D. Personnel Records (continued)

2. Contents of File

No material shall be placed in the personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature thereon. The teacher's signature does not indicate agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent/Principal or his/her designee and attached to the file copy.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.

E. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations unless such other organizations shall be recognized by the Board.

## ARTICLE VIII

TEACHER WORK YEARIn-School Work YearA. Ten (10) Month Personnel

The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed five (5) days beyond the student calendar.

## ARTICLE IX

TEACHING HOURS AND TEACHING LOADA. Teacher Day

1. Teachers shall indicate their presence for duty by placing a check in the appropriate column of the faculty "sign-in" roster.

2. Teachers shall be required to report for duty at least ten (10) minutes before the opening of the pupils' school day. The close of school for teachers shall be according to the following schedule when no authorized meetings or workshops are scheduled:

Grade K-6 teachers may leave at 3:25 P.M.

Grade 7-8 teachers may leave at 3:35 P.M.

In a case of necessity and upon application to the Superintendent/Principal, whose approval shall not be unreasonably withheld, the teacher may leave at the end of the pupil school day.

3. Teachers shall be required to attend, without additional compensation, one (1) evening meeting per year for the purposes of conferences with parents or professional presentations to the community. Said meeting shall be scheduled by October first. Dismissal on the day of the evening meeting shall be at 12:30 P.M. No lunch period will be held.

#### 4. Co-Curricular Activity

Teachers may be required to sponsor a co-curricular activity after school, such as a sport or a club, for compensation according to a salary guide agreed to by the Board and the Association as set forth in Schedule D, which is attached hereto and made a part hereof.

#### B. Work Day Prior to Christmas and Last Day of School

The work day immediately preceding the closing of school for the Christmas vacation shall end at 12:30 P.M. No lunch period will be held on that day. The work day scheduled as the last day of school for teachers will end at 12:30 P.M. and no lunch period will be held.

#### C. Meetings

##### 1. Faculty and Other

Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings a maximum of seven (7) days per month at the discretion of the administration. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run for no more than sixty (60) minutes, with the exception of those meetings involving released time.

##### 2. Prior to Holidays and Weekends

Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day prior to a legal holiday.

#### D. Preparation Time

Classroom teachers Grade K-4, in addition to their lunch period, shall have daily preparation time of twenty (20) minutes during which they shall not be assigned to any other duties.

D. Preparation Time (continued)

Classroom teachers Grades 5-8 and full time special subject teachers, shall, in addition to their lunch period, have 200 minutes preparation time per week, based on a full work week during which time they shall not be assigned to any other duties.

E. Leaves of Absence

Teacher leaves of absence shall be in accordance with applicable Board policy.

F. Professional Day

There shall be one (1) guaranteed professional day for the teaching staff during the school year to be determined by February 1.

G. Absence From Work

The parties shall be governed by the absence from work policy, Schedule C, which is attached hereto and made a part hereof.

ARTICLE X

TEACHER ASSIGNMENT

A. Dates for Notification

All tenured teachers shall be given written salary notices or contracts not later than April 30, provided negotiations have been completed and form of contract approved by the Association and the Board. Non-tenured teachers will be notified not later than the date specified by law. Class, room and subject assignments will be given on or before June 1, whenever possible.

B. Expenses

Teachers who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate of twenty (20) cents per mile for all driving related to assigned duties upon submission of the required voucher, except to and from locations within the school district.

ARTICLE XI

TEACHER EVALUATION

Teacher evaluations shall be conducted in accordance with applicable Board policies.

ARTICLE XII

PROFESSIONAL DEVELOPMENT EXPENSES

A. Reimbursement of Expenses

Payment will be made for reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences and in-service training sessions assigned by the Superintendent/Principal upon submission of proper receipts.

B. Improvement of Quality of Instruction

In-service Workshops, Conferences, Programs

The Board will cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. All such programs conducted during the summer shall be voluntary.

## ARTICLE XIII

SUPERVISION OF STUDENT TEACHERSA. Procedures - Released Time

Each cooperating teacher shall be provided with released time to permit attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university.

## ARTICLE XIV

MISCELLANEOUS PROVISIONSA. Saving 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 teacher benefit or Board right, power, or privilege existing prior to its effective date.

B. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed. The contract will be bound for the 1985/87 years.



## ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1985 and shall continue in effect until June 30, 1987, unless amended by mutual consent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon all on the day and year first above written.

ATTEST:

Harrington Park Education  
Association

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Secretary

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President

ATTEST:

Board of Education of  
Harrington Park

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Secretary

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President

SCHEDULE AGRIEVANCE POLICYA. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept confidential and informal in level one.

B. Definitions1. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting terms and conditions of employment.

2. Aggrieved Person

A "grievant" is the teacher or teachers on behalf of whom the Association is filing the grievance.

C. Time Limits

An aggrieved teacher shall institute action under the provisions hereof within twenty (20) school days of the occurrence complained of to the Association representative or within twenty (20) school days after the teacher would reasonably be expected to know of its occurrence. Failure to act within said twenty (20) school day period shall be deemed to constitute an abandonment of the grievance.

1. Level One

A. A teacher with a grievance shall first discuss it informally with the Vice-Principal or immediate supervisor, and the Association's designated representative, with the objective of resolving the matter. The teacher shall advise the Vice-Principal or immediate Supervisor

C. Time Limits (continued)

in writing, of the time and date of the alleged violation and the date discussed with the Association representative.

B. If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the Association may appeal it to the Superintendent/Principal.

2. Level Two

A. Commencing at Level Two, grievances shall be filed on the grievance form. The grievant shall submit copies of the grievance form to the Superintendent/Principal and the officer designated by the Association (if filed by an individual employee) as well as the Vice-Principal or immediate Supervisor.

B. If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent/Principal, the grievant may appeal the grievance to the Board.

3. Level Three

A. The grievant may request a hearing with the Association representatives and the Board prior to the rendering of a decision.

B. If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Board, the grievant may within ten (10) school days after a decision by the Board or twenty (20) school days after the grievance was delivered to the Board, whichever is sooner, submit a

3. Level Three (continued)

Request for Arbitration of the Grievance to the Board.

4. Level Four

A. The Board and the Association shall, within ten (10) school days after the receipt of the Request for Arbitration, separately name their own representative to serve on an advisory arbitration panel. The grievance shall be submitted to the panel within ten (10) school days after the Request for Arbitration is received from the Association. The two representatives on the panel, shall within twenty (20) school days from the date of their appointment, choose a person from the American Arbitration Association list of arbitrators to serve as chairperson of the Advisory Arbitration Panel. The record of the Advisory Arbitration Panel shall be made public.

SCHEDULE B

HARRINGTON PARK BOARD OF EDUCATION  
1985-86 SALARY GUIDE

<u>STEP</u>	<u>BS</u>	<u>BS+15</u>	<u>BS+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	18,500	18,980	19,460	20,100	20,740	21,380	22,020
2	18,650	19,130	19,610	20,250	20,890	21,530	22,170
3	19,370	19,850	20,330	21,050	21,690	22,330	22,970
4	20,090	20,570	21,130	21,850	22,490	23,210	23,850
5	20,890	21,370	21,930	22,650	23,370	24,090	24,730
6	21,690	22,170	22,810	23,530	24,250	25,050	25,690
7	22,490	23,050	23,690	24,410	25,210	26,010	26,650
8	23,370	23,930	24,570	25,370	26,170	27,050	27,690
9	24,250	24,890	25,530	26,330	27,210	28,090	28,730
10	25,210	25,850	26,570	27,370	28,250	29,210	29,850
11	26,170	26,890	27,610	28,410	29,370	30,410	31,050
12	27,210	27,930	28,650	29,530	30,570	31,610	32,250
13	28,250	29,050	29,770	30,730	31,770	32,890	33,530
14	29,370	30,170	30,970	31,930	32,950	34,170	34,810
15				33,210	34,410	35,610	36,250

The Board reserves to itself the right to award or withhold increment. A \$200.00 longevity increment will be given to all teachers who have achieved tenure as of September 1, 1985.

The following longevity increment will be given to all teachers who have completed the specified years of consecutive service in the Harrington Park School as of September 1, 1985.

<u>Years of Service</u>	<u>Amount</u>	<u>Years of Service</u>	<u>Amount</u>
After 3 years	\$200.00	After 15 years	\$200.00 (Total \$600.00)
After 10 years	\$200.00 (Total \$400.00)	After 20 years	\$200.00 (Total \$800.00)



SCHEDULE B (continued)

It shall be clearly understood by both parties that the salary schedule (e.g., designated as Schedule B included in this Agreement) does not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or other good cause, any and all employment, adjustment and merit increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

1. Whenever the Superintendent/Principal decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. If the resultant action of the Board is to withhold an increment, it shall, within ten (10) days, give written notice of such action, together with the reasons therefore, to the employee concerned.

SCHEDULE CAbsence From Work PolicyI. SICK LEAVEA. Definition (18A:30-1)

1. Sick leave is hereby defined to mean the absence from post of duty of any person because of personal disability due to illness or injury, or because of exclusion by the school district's medical authorities on account of a contagious disease or being quarantined for such a disease in his or her immediate household.

B. Annual Allowance (18A:30-2)

10 months employees - 10 days

12 months employees - 12 days

1. Each person regularly employed shall be granted the annual allowance set forth above. All unused days during each school calendar year will be accumulated without limit for additional sick leave as needed in subsequent years.

2. Absences for which payment will be made in any school year in excess of accumulated sick leave shall require the recommendation of the Superintendent/Principal and the approval of the Board.

C. Accounting

1. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30, of each school year.

D. Sick Leave Payment

1. Payment for sick leave for service connected disability shall be in compliance with 18A:30-2.1.





### III. DEDUCTIONS

Whenever absence from work exceeds the allowance or whenever a person is absent for reasons other than stated above, a deduction from salary will be made for each day's absence:

10 months personnel - 1/200th of annual salary

12 months personnel - 1/260th of annual salary

### IV. MILITARY

Military leave without pay may be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months after recovery of any wound or sickness at time of discharge. A similar leave shall be granted to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones. The spouse of the person inducted shall not be eligible for any benefits or seniority.

### V. ILLNESS IN FAMILY

A leave of absence without pay or fringe benefits of up to one (1) year shall be granted for the purpose of caring for a sick member of a tenured teacher's immediate family. Additional leave may be granted at the discretion of the Board. All benefits to which a teacher was entitled to at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return to work. The teacher shall be assigned to the same position which was held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

### VI. EXCLUSIONS

The above policy shall not apply in the case of substitute teachers or individuals substituting for other personnel covered by the regulations. No payment for absence of substitutes is authorized.

VIII. RETIREMENT

- A. Any teacher having taught a minimum of twenty-five (25) years in the State of New Jersey and having accumulated a minimum of eighty (80) sick days up to a maximum of one hundred eighty (180) sick days in the Harrington Park School district shall be compensated for their accumulated sick days at the rate of average daily pay based on the last five (5) years of service. Provision (A) shall not be applicable unless its legality is upheld.
- B. Any teacher having accumulated a minimum of one hundred eighty (180) sick days in the Harrington Park School district has the option of retiring after twenty-four (24) years of service in New Jersey by taking a one (1) year paid leave of absence to be counted in the total of twenty-five (25) years toward retirement. This shall be in lieu of money payment as in A.
- C. One year notice of intent must be given in either (A) or (B) above.

Board Policy  
Adopted October 13, 1969  
Revised 1973, 1974, 1975,  
1979, 1983, 1985

SCHEDULE DHARRINGTON PARK BOARD OF EDUCATION  
CO-CURRICULAR SALARY GUIDE

<u>CO-CURRICULAR ACTIVITY</u>	<u>1985-86 AMOUNT</u>	<u>1986-87 AMOUNT</u>
Sports - Female Basketball	\$1,000.00	\$1,000.00
Sports - Male Basketball	1,000.00	1,000.00
Track	750.00	750.00
Volleyball	750.00	750.00
Director of Dramatics - (a)	750.00	750.00
Yearbook	600.00	600.00
Director of Musical	500.00	500.00
Cheerleading	500.00	500.00
Newspaper	-0-	300.00

(a) - Includes Drama and assisting with Musical