

**AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION  
Borough of Haddon Heights  
New Jersey**

**and**

**HADDON HEIGHTS EDUCATION ASSOCIATION  
(Certified Staff)**

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**July 1, 2018**

**Through**

**June 30, 2021**

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**PREAMBLE**

*This agreement entered into this 1st day of July 2018*

*by and between the*

*Board of Education, the Borough of Haddon Heights, New Jersey*

*hereinafter called the "Board"*

*and*

*The Haddon Heights Education Association*

*hereinafter called the "Association"*

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**ARTICLE I**  
**RECOGNITION**

A. The Board recognizes the Association as the majority representative pursuant to the provision of the "New Jersey Employer-Employee Relations Act," for Teachers, Departmental Coordinators and Departmental Representatives, Guidance Counselors, Librarians, Athletic Trainer, School Nurses, Student Assistance Coordinator, and Child Study Team Members, employed by the Board but excluding Principals, Vice-Principals, Teaching Principals, Supervisors, Curriculum Coordinator, and the Technology Coordinator.

B. Unless otherwise indicated, the term "Teachers," when used hereinafter in this Agreement, shall refer to all employees of the Board represented by the Association in the negotiating unit above defined.

C. The Board agrees not to negotiate concerning terms and conditions of employment of the employees identified in Article 1-A hereof with any organization other than the Association for the duration of the Agreement.

**ARTICLE II**  
**NEGOTIATION PROCEDURES**

A. Negotiations for all future successor agreements will begin no sooner than December of the last school year of the Agreement.

B. The Association shall send a letter of intent to negotiate to the Board of Education on or before October 15. The Board and the Association will exchange proposals electronically no later than January 15. The first meeting between the Board and the Association will be held no later than January 31.

C. The Board agrees, subject to reasonable and timely request, to provide the Association with relevant information which is in the public domain and within the knowledge of the Board. Data requested by the Association for negotiations preparations will be provided to the Association by Thanksgiving break.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE III**  
**TEACHER RIGHTS**

A. The Board agrees that it will not directly or indirectly discourage or deprive any teacher in the enjoyment of any rights conferred by the Laws or Constitutions of New Jersey and the United States. The Board will not discriminate against any teacher because of his/her membership in the Association or collective negotiations with the Board or the institution of any grievance under this Agreement and that the rights granted to teachers in this Agreement are in addition to those provided in the above-mentioned laws and constitutions.

B. Nothing contained herein shall be construed to deny or restrict to any teacher or the Board such rights as they may have under New Jersey school law or other applicable laws and regulations.

C. No teacher shall be prevented from wearing the unified teaching professional symbol identifying membership in the Association or its affiliates.

D. Teachers shall maintain the responsibility of determining grades and other evaluations of students within the grading practices of the Haddon Heights school district based on their professional judgment of available criteria pertinent to any given subject area of activity to which they are responsible. However, the administration retains the right to change a grade or evaluation. In the event a change in grade or evaluation is contemplated by the administration, the teacher shall be notified in advance and be given the opportunity to justify the grade prior to the administration taking any action. Administrative changes of any grade or evaluation shall be recorded as such.

E. If for any reason a student is placed on a grade level which (s)he has not earned by passing his/her assigned subjects and receiving a normal promotion, after a review of the circumstances by the Superintendent, the person or persons placing this student on a higher level will place on record a signed statement indicating the reasons that pupil was placed on the next level.

**ARTICLE IV**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

A. The Board agrees to make available to the Association in response to reasonable requests from time to time information in the public domain.

B. Whenever any representative of the Association or any teacher is required by the Board to participate during working hours in grievance procedures or meetings, (s)he shall suffer no loss in pay.

C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on

school property at all reasonable times subject to administrative approval and provided that this shall not interfere with or interrupt normal school operations.

D. The Association and its representatives shall have the privilege of using school equipment and/or buildings for after-school use. The building principal will retain the right to regulate the after-school use of equipment and buildings and will designate the time and place of meetings within the building so as not to interfere with other scheduled activities. The Association shall be responsible for payment of extra janitorial service and service costs in accordance with Board policy.

E. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge. Should the administration object to any posted material, the Association agrees, after being informed, that it shall be removed and subject to the grievance procedure.

F. The Association shall have the use of school mailboxes. Placement will be made by the authorized representative of the Association or his/her designee. Material placed in mailboxes shall bear the name of said representative or of the Association. A copy of all material placed in mailboxes shall be submitted to the building principal.

G. 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 organization.

H. The President of the Association shall be relieved of all non-teaching duties before and after school such as, but not limited to, bus duty, detention duty and hall duty.

#### **ARTICLE V** **SCHOOL CALENDAR**

A. The regular teacher work schedule, on a ten (10) month basis, shall consist of a maximum of one hundred eighty-six (186) days of which no more than five (5) shall be non-pupil contact days. The non-pupil contact days shall be one (1) orientation day, one (1) record day, and three (3) in-service days. At the discretion of the Superintendent, in-service days may be replaced by pupil contact days, if needed.

B. The Board, through its Superintendent, will seek the views of the Association, through its President, concerning vacation and holidays before adoption of the school calendar; however, the Board reserves the right to make the final decision on the calendar.

#### **ARTICLE VI** **TEACHING HOURS AND ASSIGNMENT**

A. The Board and the Association recognize and agree that the teacher's responsibility to the students, community, and profession generally entails a performance of duty and the expenditure of time and service beyond classroom duty hours.

B. The number of working hours required of secondary teachers per day may be less than but not more than seven hours and fifteen minutes. The maximum number of working hours required of elementary teachers per day may be less than but not more than six hours and forty-five minutes.

As per a Superintendent approved schedule, these hours will include fifteen minutes prior to the beginning of the first assigned duty and fifteen minutes after the last assigned duty except when the teacher is required to attend after school educational meetings. All teachers are expected to be in the building during their assigned prep period. Under certain circumstances teachers may leave the building during the prep period with prior approval from the principal, provided they indicate how they can be reached in case of emergency.

A part-time teacher on the secondary level shall be defined as a teacher with less than or equal to twenty (20) administratively assigned periods/duties per full school week.

A part-time teacher on the elementary level shall be defined as a teacher with less than or equal to twenty-two (22) hours per full school week.

The working hours of one session kindergarten teachers will be a minimum of seventeen and one-half (17-1/2) hours per full school week. These hours will include fifteen (15) minutes prior to the start of the session, fifteen (15) minutes after the close of the session, and a fifteen (15) minute preparation period per day.

The hours of other part-time elementary teachers, other than one session kindergarten teachers, will include fifteen (15) minutes prior to the first assigned duty and fifteen (15) minutes after the last assigned duty and an average of a fifteen (15) minute preparation time for each work day per week.

Summer hours for Professional Staff will be from 7:15am to 3:15pm, Monday through Thursday.

C. The Board agrees that, except for an emergency, elementary classroom teachers shall have a forty-five (45) minute duty-free lunch period and junior and senior high school teachers shall have a duty-free lunch period which is no less in duration than that of secondary students, but not less than twenty-five (25) minutes, including passing time. All part-time elementary teachers who work full days as assigned by the administration will have a forty-five (45) minute duty free lunch on these days.

Elementary teachers may leave the building during their duty-free lunch period, provided they indicate where they can be reached in case of emergency. Secondary teachers may leave the building during their preparation periods, provided they indicate where they can be reached in case of emergency.

D. Teachers may be required to remain after the end of the regular work day for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run no more than seventy-five

(75) minutes. If a meeting will last longer than thirty (30) minutes beyond the close of school, a notice of such meeting and the agenda for the meeting shall be distributed twenty-four (24) hours in advance except in emergency situations. Teachers may have the opportunity to suggest possible agenda items for consideration by the principal prior to the distribution of the agenda. The presence or absence of teacher-suggested items in no way limits the principal's right to develop the agenda as the principal deems fit. No part-time teacher will be required to attend after school faculty meetings. If the part-time teacher chooses not to attend the meeting, (s)he is responsible for any information or requirements presented at the meeting.

E. Regular school faculty meetings shall be limited to two (2) days per month except in case of emergency.

(1) At the elementary level, there shall be no more than one principal called meeting per month. There may also be no more than one meeting per month related to curriculum and staff development, and grade level articulation.

(2) A schedule of necessary meetings and the appropriate agenda of such meetings will be established by the assistant superintendent or curriculum coordinator in conjunction with a staff development committee consisting of elementary teaching staff.

(3) All part time professional staff who attend school faculty meetings over and above their normal working hours will be paid pursuant to Article VI, subsection R, after submitting the appropriate voucher.

F. Full day in-service hours will begin at 8:00 AM and end by 2:45 PM with a thirty (30) minute lunch and two (2) fifteen (15) minute breaks.

The afternoon session for teachers on a student half day shall commence at least one (1) hour after student dismissal and end at 3:00 PM except for the one (1) session days preceding the Thanksgiving and winter recesses.

All professional staff are required to attend full day in-services and half day in-services if said days fall within their normal contractual hours. All professional staff who attend in-service meetings over and above their normal working hours will be paid pursuant to Article VI, subsection R, after submitting the appropriate voucher.

G. The Association representative shall have the opportunity to make brief announcements pertaining to Association business at the conclusion of the principal's agenda.

H. Schools shall be closed at the end of the work day on the day immediately preceding Memorial Day, Thanksgiving Day, winter vacation, and spring vacation, and faculty or education meetings which require the attendance of teachers on those days except in emergency, shall not be called.

I. Elementary classroom teachers shall not be required to be present when specialist teachers, such as teachers of art, physical education, music, etc., are working with their students

during the normally scheduled rotation time. This normally scheduled rotation time is to be considered preparation time by the teacher so relieved. After the third week of school, the Kindergarten teachers may leave the classroom during Art, Music and Physical Education instructional time. Kindergarten teachers will remain in the classroom during Computer Class time to assist the teacher. Whenever possible, Kindergarten classes shall also receive special classes as a part of the same rotation that is provided to grades 1 through 6. Elementary school teachers, including specialist teachers and all part-time teachers who are assigned a full day shall receive preparation time of not less than thirty-five (35) consecutive minutes per working day. However, when special projects and trips occur during the school day, the regular teacher must accompany his/her class to assist in supervision with the special teacher, except during his/her regularly scheduled preparation time.

In the Jr./Sr. High School, either a 4-day rotating schedule or a modified block schedule will be followed at any one time. Deviations may occur only in the case of experimental programs or where special temporary conditions apply.

4-Day Rotating Schedule for Secondary Teachers and Support Personnel

Full day class periods will be 52 minutes in duration. Teachers' four-day rotation will consist of a minimum of fifteen (15) instructional periods and a maximum of eighteen (18) instructional periods. All teachers will receive six (6) preparation periods each four-day rotation. Duty periods will not exceed three (3) per rotation. Total student contact periods will not exceed eighteen (18). Student contact periods include instructional periods and duty periods.

Modified Block Schedule for Secondary Teachers and Support Personnel

Full day class periods will be 42 minutes in duration on Monday, Tuesday, and Friday. Full day block periods (double periods) will be 84 - 86 minutes in duration on Wednesday and Thursday. Odd period classes (1,3,5,7) will meet on Wednesdays, and even period classes (2,4,6,8) will meet on Thursdays. All teachers will receive a preparation period for one (1) odd period and one (1) even period to ensure a preparation block on both block days.

For the term of the 2018-2019 school year (ending June 30th, 2019), teachers may, on an individual basis, agree to schedules that don't include a daily prep time, if that prep time is provided on other days of the cycle. No teacher/member can be compelled to accept a schedule that violates the contract. Teachers who do not have a daily prep on the block day will receive a 10 minute break before lunch, and a 10 minute break after lunch, if requested.

J. As part of their professional service, certified employees shall be required to attend three (3) after hours events each school year. In addition to the mandatory events listed below, a list of possible assignments will be provided to staff by September 15 each year and



teachers will have the opportunity to volunteer for events. Those assignments where no one volunteers will be assigned by the principal.

Jr./Sr. High School

Jr./Sr. High School professional staff will be required to attend Back to School Night, Graduation, and one additional event.

Elementary

Elementary professional staff will be required to attend Back to School Night, Parent Conferences, and one additional event (some PTG events will be listed as choices). Parent conferences shall be held on non-consecutive days over the course of two (2) weeks. One week shall consist of one (1) day conference, with a ½ student day and one evening conference with a full student day. The other week shall consist of one (1) evening conference with a ½ student day (staff dismissed at 1:00 pm) and one (1) evening conference with a full student day. Evening conferences will not extend later than 8:30 p.m.

K. The Board agrees to compensate teachers for coaching, directing or sponsoring those extra-curricular activities which have been approved by the Board. Extra-curricular activities include those activities not specified as part of the teaching and duty assignments scheduled in the regular work day, work week, or work year as defined in the agreement. Said extra-curricular activities and the compensation for same are set forth in Schedules B and C attached hereto and made a part hereof. These schedules are adopted with the understanding that the activity will be conducted except in cases where circumstances beyond the control of both parties make it impossible to conduct the activity.

L. Automobile Insurance. Whenever an employee's vehicle is damaged in a collision, accident or through vandalism that occurs in the course of the authorized use of the vehicle for school purposes, the district shall reimburse the employee only the deductible portion of the employee's automobile insurance coverage, up to a maximum of \$500.00.

Employees who use their cars for school business must have their vehicle insured in the amounts statutorily required by the State of New Jersey.

M. Travel Payment. The rate paid will be the mandated rate as set forth in the applicable State OMB Circular for teachers who are required to use their personal automobiles for authorized travel.

N. Teachers shall be given written notice of their assignments not later than August 1st. The administration may alter, modify, or change such assignments in the event of unusual circumstances or emergencies, and shall notify the teacher affected by such changes promptly in writing.

O. Whenever practical, in the sole judgment of the Superintendent, junior and senior high school teachers shall not be required to teach more than two (2) major subject areas -- (such as mathematics and English).

P. If preparation for more than three courses of study is required, the Superintendent/Principal will notify the teacher by letter prior to the start of school.

Q. Every effort will be made to assign teachers in grades 7 through 12 to no more than four (4) consecutive periods, excluding block periods.

R. The practice of using a regular teacher as a substitute, during his/her preparation period, shall not become excessive.

The Board of Education may employ substitute teachers for teachers assigned to four (4) or more regular class teaching periods. In emergencies, when a substitute is not available, the administration may assign teachers from other duties such as departmental coordinator, in-school suspension, lunch duty, and library duty. Assigned staff preparation periods are to be used for coverage only as a last resort. Professional staff who are required to substitute during a preparation period shall be compensated at \$37 per period for 2018-2019, \$38 per period for 2019-2020, and \$39 per period for 2020-2021.

Professional staff who participate in curriculum work and /or revision, participate in mandatory meetings after school or in the summer (must be pre-approved by an administrator), teach summer school, or complete RTI or homebound instruction, shall be compensated at \$37 per hour for 2018-2019, \$38 per hour for 2019-2020, and \$39 per hour for 2020-2021.

All teachers will be entitled to receive additional compensation by mutual agreement between the teacher and the Superintendent in the amount of \$5,000 per school year and \$2,500 per semester for any additional course taught above their normal course load as outlined in the contract. Such compensation shall be included as part of the staff member's pensionable salary. All positions will be advertised to the appropriately certified staff.

S. When special teachers are absent in the elementary school, substitutes will be provided. Such substitutes will be provided from the pool in normal use in the district, without regard to the specific qualifications of the specialist being replaced. Only in the event that no substitute is available for special teachers will the classroom teacher cover.

T. The Athletic Trainer's job will commence on August 15th and end on June 15th. His/Her first paycheck will be the last working day in August. During the fall and spring sports seasons, the Athletic Trainer shall begin the work day (Monday through Friday) no sooner than 11:00 a.m. During the winter sports season, the Athletic Trainer shall begin the work day no sooner than 1:00 p.m. The Athletic Trainer may be required to work weekends and certain holidays, and to report prior to the above stated hours for specific circumstances such as playoff games, tournaments or other events as determined by the Athletic Director. In the event the Athletic Trainer is required to stay at a District-sponsored event when the District's team is no

longer competing, then the Trainer will be compensated at the hourly rate for those extra hours when the District's team is no longer competing.

## **ARTICLE VII TEACHING CONDITIONS**

A. Class Size. It is recognized by the Board that pupil-teacher ratios are an important aspect of an effective educational program. The Board agrees to work toward an instructional classroom size as deemed administratively feasible.

B. Teachers shall not be required to drive students to activities from the school building; however, an assigned advisor must accompany students on any school sponsored trip.

C. If a teacher is working under conditions which said teacher considers unsafe or unhealthy, said teacher shall first discuss this with the building principal and, if unsatisfied, is entitled to institute a grievance.

D. The Board shall continue its efforts to keep the schools reasonably and properly equipped and maintained. The Board will make every effort to provide a secure and private telephone for faculty use for school business.

E. In the event a building is ordered evacuated as a result of a bomb scare, teachers shall not be required to return to the building until the police determine that it is safe to re-enter.

## **ARTICLE VIII TEACHER EMPLOYMENT**

A. Credit for up to fifteen (15) years for previous outside teaching experience shall be considered in determining the salary level upon initial employment. Additional credit, not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA, or National Teacher Corps work or time spent on a Fulbright Scholarship, shall be considered in determining the salary level upon initial employment.

B. Each Haddon Heights teacher shall continue to be placed on the proper level of the salary schedule.

C. Tenured teachers shall be given written notice of their contract and salary status no later than May 15th.

## **ARTICLE IX SALARIES**

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

- B. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- C. Checks will be available or mailed to teachers no later than the last day of June.
- D. A summer pay plan shall be available to all personnel.
- E. Direct deposit of paychecks shall be available to all personnel.
- F. The aggregate salary increase for the total staff will be 3.0% for 2018-2019, 2.9% for 2019-2020, and 2.9% for 2020-2021, as described in the attached Salary Guide.

**ARTICLE X**  
**HEALTH BENEFITS**

- A. The Board of Education, for the duration of the contract, will pay for preferred provider dependent coverage under the current healthcare policy at the rate determined by P.L. 2011 c. 78 Pension and Health Benefits Reform. Certified employees who receive health benefits through a District Plan shall be subject to a mandatory deduction as determined by P.L. 2011 c.78 (See Appendix A). If an employee elects a medical insurance plan other than the preferred provider plan, the employee shall be responsible for the payment of the difference between the two premiums. This shall be collected by the Board of Education through payroll deduction pro-rated per pay period.
- B. The Board of Education, for the duration of the contract, will provide for family dental and optical coverage, in accordance with the guidelines/procedures of the dental and optical care plans in effect. Any employee who is entitled to dental and optical benefits shall be entitled to opt out.
- C. The Board reserves the right to change insurance carriers as long as substantially similar benefits are provided. The Association agrees that should there be any changes in the medical or dental, or optical benefits with the Haddon Heights Education Association, either party may reopen negotiations on these specific benefits.
- D. An employee who is eligible for dependent coverage may elect not to obtain dependent health insurance coverage through the Board of Education. The employee shall notify the Superintendent of his/her election to opt-out of coverage by May 1 of each year. An employee's election shall be effective July 1. At the time of election, the employee shall sign a disclosure notice evidencing that any monies received are non-pensionable; taxable; subject to withholding taxes; understanding the risk of non-coverage; and such other notices and/or disclaimers as deemed required by the Board of Education. If an employee elects to opt-out of coverage, the employee may obtain coverage at a later date, when eligible, as defined by the health insurance plan and regulations then in effect. If an employee elects to opt-out of coverage, the following allowances will be granted:

- an employee opting out of family coverage and retaining no coverage will receive \$4,000. If retaining single coverage, the employee will receive \$2,000.
- an employee opting out of husband/wife coverage and retaining no coverage will receive \$3,000. If retaining single coverage, the employee will receive \$1,500.
- an employee opting out of parent/child coverage and retaining no coverage will receive \$2,000. If retaining single coverage, the employee will receive \$1,000.

If an employee re-enters the plan before twelve (12) months have elapsed from the selection to opt-out, the employee shall reimburse the Board for the payment received on a pro-rata basis. This reimbursement will be by payroll deduction. Payment to the employee will be in two (2) payments, with one payment on December 31 and the second payment on June 30.

E. Family coverage will be made available to only one member of a married Haddon Heights couple. The other member may select single coverage or opt out of coverage. Two currently married Haddon Heights employees (as of July 1, 2006) may retain dual family coverage if so covered as of this date.

F. Anyone hired to work full time (30 hours or more weekly) from September through June will be entitled to salary according to our Guide as well as health benefits (after 60 days).

## **ARTICLE XI**

### **TRANSFERS AND ASSIGNMENTS**

A. A notice of the vacancy in all existing teaching, extracurricular or newly created positions shall be sent electronically to all school employees.

B. A teacher who desires a change in grade and/or subject assignment or who desires to transfer to another building, may file a written statement of such desire with the Superintendent not later than March 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which the teacher desires to be transferred in order of preference.

C. Notice of involuntary transfer or assignment must be sent, in writing, to the teacher as soon as practical and, except in cases of emergency, two weeks before students' last day of school in June and the reason for the change in assignment or school location will be discussed in a meeting between the teacher involved and the building principal and/or Superintendent, where applicable.

## **ARTICLE XII**

### **PROMOTIONS**

A. A notice of vacancy in the following promotional positions shall be emailed by the Superintendent's office to all employees on the first day it is posted so that all staff has 15 days before the final date when applications must be submitted: Department

Coordinators/Representatives, Vice-Principals, Principals, Supervisors, Superintendent of Schools, Athletic Director, and also the vacancies in the evening and summer schools.

B. Teachers who desire to apply for such vacancies shall submit their applications in writing to their building principal within the time limit specified in the notice.

C. A teacher within the system shall be notified of not being appointed to the applied position.

### **ARTICLE XIII** **TEACHER EVALUATIONS AND DISCIPLINE**

A. All classroom evaluations/observations of a teacher shall be made openly and with the knowledge of a teacher.

B. Following an observation/evaluation of a teacher's performance, a written/electronic report shall be made within five (5) school days. If a teacher disagrees with the observation/evaluation, (s)he may indicate in the comments section prior to acknowledgement the specific reference in which there is disagreement. Comments must be made within 10 school days. This shall become part of the teacher's official record. Electronic acknowledgement by teacher signifies that (s)he read the observation/evaluation and made comments.

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without due process. Any such action asserted by the Board or any agent or representative thereof shall be made public only at the request of the employee and shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall at the option of the employee be subject to the grievance procedure.

D. Copies of any signed complaints regarding an employee made officially in writing to the Board or Administration by any parent, student or other person which are used in any manner in evaluating an employee shall be promptly discussed with and forwarded to the employee. The employee shall be given an opportunity to address such complaints.

E. The employee's official personnel file in the administration building shall be the official record. A copy of any document placed in the teacher's personnel file shall be discussed with and forwarded to the teacher prior to placement in his/her file. The employee has the right, once a year, to view with the Superintendent his/her individual personnel file under reasonable conditions set by the Superintendent.

The employee retains the right to petition to remove any documents from his/her file, excluding formal observations and evaluation reports. Such petition to remove documents may be submitted to the grievance procedure.

**ARTICLE XIV**  
**PROFESSIONAL DEVELOPMENT**

**Professional Development.** The Board of Education will refund to teachers the tuition cost of in-service college courses taken under the following conditions:

A. Prior to taking any course, that course must be approved by the Superintendent, by the submission of the Course Approval Request Form.

B. The course may be at either the graduate or undergraduate level of credit, provided the course is not essentially a repetition of one previously taken.

C. The course must be in, or closely related to, a subject area in which the teacher is already fully certified, unless it is a graduate course in the area of administration, guidance counseling and/or supervision.

D. The course must have been taken while the teacher was in the employ of the Board.

E. For the duration of the Contract, the Board will fully refund the cost of tuition, course textbooks and student fees, to a maximum of \$3,000.00 for not more than nine (9) semester hours credit for any one teacher in a single twelve (12) month period. Such refunds will be made in the fall for course(s) taken the preceding 12 months (July 1 – June 30), to teachers still in the Board's employ, upon presentation to the Superintendent of the approved Tuition Reimbursement Application, receipted tuition bills and transcript of credit. All receipts must be turned into the Board by September 5th of the reimbursement year. Reimbursement will be made no later than October 15th. Graduate course grades must be an "A" or "B" for reimbursement.

The Board's total obligation to the Association of this benefit shall not exceed \$15,000.00 for the first year of the contract and shall not exceed \$18,000.00 in the subsequent two years of the contract. Reimbursement to an employee shall be pro-rated based upon the employee's costs compared to the total costs submitted by all employees, so that the Board's obligation is not exceeded in any one contract year.

F. Teachers who take college courses for credit while in the employ of the Board shall have the official transcripts of credit recorded in their files in the Superintendent's office.

G. In special cases, where the Board may wish to have a teacher become certified to teach a particular subject for which no one on the staff is qualified, or may wish to have a teacher take a specific kind of training course to meet some need of the school, it will pay the full expense of such training.

**ARTICLE XV**  
**LEAVES OF ABSENCE**

A. **Sick Leave.** All teachers under contract shall be entitled to ten (10) days sick leave each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

Whenever a teacher's absence due to personal illness exceeds the annual sick leave and accumulated sick leave days, the Board of Education may, in its discretion, permit additional days for an extended illness on a case by case basis during which time the cost of employing a substitute will be deducted from the teacher's salary in accordance with N.J.S.A. 18A:3-6. In the case of employees whose term of employment is, for any reason, less than a full school year, the sick leave entitlement may be granted at the discretion of the Board of Education which shall be calculated at one (1) day per month or major fraction of a month of actual employment.

Additional leaves of absence without pay may be granted at the discretion of the Board of Education. Sick leave referred to herein will be defined in applicable New Jersey Statutes now or hereafter in effect. A Sick Day Bank has been established and may be utilized according to the terms and conditions outlined in Appendix B.

A teacher who has ten (10) years' service in the Haddon Heights School District and retires from the school district after June 30, 1992, shall be reimbursed in the amount of \$50 per day in the year of retirement for accumulated unused sick days. This reimbursement will be made for each day of accumulated sick leave to a maximum of 200 days with the first fifty (50) days being deductible so that the maximum number of days for which reimbursement will be made is 150 days. Employees would become eligible for this benefit only upon reaching retirement age and conditions as established by the New Jersey Teachers' Pension and Annuity Fund. In the event of the death of an eligible employee before retirement, the payment would be made to the employee's estate or specified beneficiary. In order to receive the payment (sick/personal day retirement reimbursement) within a timely manner, notice of retirement must be submitted in writing to the Superintendent on or before February 1<sup>st</sup> of the calendar year in which the staff member wishes to retire (submission on or before August 1<sup>st</sup> for midyear retirement). Staff members who fail to provide timely written notice of retirement shall receive deferment of their sick/personal day retirement-reimbursement benefit until July 1 of the following calendar year. In the event of the death of an eligible employee before retirement, the payment shall be made to the employee's estate or specified beneficiary.

If a staff member is absent consecutively for three (3) days or more and intends to use sick days, they must produce a doctor's note for those days. Failure to produce a doctor's note shall result in loss of pay for said occurrence.

If a staff member uses their allotted sick days (10 days for a 10-month employee; 12 days for a 12-month employee) in a school year, they must produce a doctor's note for each day over the allotted days (10 days for a 10-month employee; 12 days for a 12-month employee). Failure to produce a doctor's note shall result in loss of pay for said occurrence.



If a staff member calls out sick on a day before or after a break, an in-service day, or on a Friday or Monday in the months of May and June, they must present a doctor's note. Failure to produce a doctor's note shall result in loss of pay for said occurrence.

If a staff member uses a sick day before or after a scheduled holiday, they must produce a doctor's note. Failure to produce a doctor's note shall result in loss of pay for said occurrence.

Doctor's note must be submitted with the absent verification form within three (3) school days in all situations listed in paragraphs 5 through 8 of Article XV A.

B. Personal Leave of Absence. The Board realizes that emergencies other than illness occasionally make it necessary for teachers to be absent from school. The Board establishes the following list as maximum days teachers may be absent for other acceptable reasons during a school year and is therefore not cumulative, except for paragraph 5 of this section.

(1) An allowance of up to five (5) days leave shall be granted for the death of biological mother and father, adopted mother and father, stepmother and stepfather, foster mother and foster father, legal guardian, child, stepchild, foster child, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sibling, half brother and half sister, step brother and step sister living in the immediate household, maternal and paternal grandparents, spouse, domestic partner or civil union partner. This leave shall be consecutive and commence no later than the day following the death without prior approval of the Superintendent or within ninety (90) days of death with prior approval of the Superintendent.

(2) An allowance of up to three (3) days leave shall be granted for the death of another relative. Another relative shall be defined as a sister-in-law, brother-in-law, niece, or nephew. This leave shall be consecutive and commence no later than the day following the death without prior approval of the Superintendent or within thirty (30) days of death with prior approval of the Superintendent. An allowance of 1 day shall be granted for the death of first cousin, aunt or uncle.

(3) Six (6) flex days will be provided to employees to be used for personal reasons, family illness, or religious days. A maximum of three (3) unused flex days shall be converted into sick days. No more than three (3) consecutive flex days can be used and they can't be coupled with other paid days off (vacation, sick days). If more than three (3) consecutive flex days are used for family illness, a doctor's note will be required and the Superintendent needs to be notified prior to use of the fourth flex day.

(4) Leave will be granted for the full time that a teacher participates in jury duty.

(5) Educational leave may be granted with prior approval of the Superintendent for:

- (a) Attendance at conference for professional improvement.
- (b) Representing the Haddon Heights School District and/or teaching profession at civic, public or educational meetings.
- (c) Visiting other school for self-improvement.
- (d) Serving on evaluation committees.

For the protection of the employee and for proper payroll accounting and audit, every absence must be accounted for in writing and reported to the Superintendent on the proper form. Absences not covered by any of the above provisions will cause salary reductions at the rate of 1/200th for each day's absence.

C. Maternity Leave/Parental Leave

(1) A pregnant teacher may apply for a leave of absence. Upon request, such leave shall be granted prior to the anticipated date of birth and may continue for a reasonable period of time to a specific date following birth as set forth herein or in accordance with Board Policy. A pregnant teacher shall be entitled to use sick leave pursuant to the provisions of the negotiated agreement and in accordance with the Family Leave Act for pregnancy related illness or disability. Any leave of absence granted hereunder shall be without pay or benefits unless such pay and/or benefits are specifically provided in this Article or the Family Leave Act for pregnancy related illness or disability.

Maternity leave shall be subject to the following conditions:

- (a) A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed but not later than 120 days before the anticipated date of birth.
- (b) A request for maternity leave shall include a statement from the physician confirming the pregnancy and anticipated date of birth. The request shall also state whether the leave requested is without pay and/or benefits; sick leave for maternity related disability or illness; or pursuant to the Family Leave Act.
- (c) A teacher is entitled to use sick leave for pregnancy related illness or disability for the time period which shall not commence prior to twenty (20) days before the anticipated date of birth and shall terminate no later than twenty (20) days subsequent to the date of birth. If a teacher has insufficient sick leave to cover the period prior to twenty (20) days before through twenty (20) days subsequent to the date of birth, then the leave shall be without pay or benefits unless contrary to the Family Leave Act.
- (d) Any teacher seeking a leave of absence hereunder shall apply to the Board for said leave to begin at any time prior to birth. At the time of application, the

employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board will require a certificate from a physician in support of the requested leave dates. The physician's certificate is subject to agreement by the Board's physician.

Where medical opinion is supportive of leave dates requested, such leave will be granted except that the Board may change the requested dates upon finding that the granting of a leave for those dates would interfere with educational continuity and provided that such date change by the Board is not medically contra-indicated.

The commencement or termination of such dates may be further extended or reduced for medical reasons upon application to the Board. The Board will require a certificate from a physician in support of this request. The physician's certificate is subject to agreement by the Board's physician. Such extension or reduction will be granted for a reasonable period of time except that the Board may change the requested date upon finding that such extension or reduction would interfere with educational continuity and that such date change by the Board is not medically contra-indicated.

(e) Unless a different date is specifically permitted under this Article or the Family Leave Act, the termination date of a leave of absence hereunder shall be September 1st or the beginning of the second semester only. Notification of intent to return from Maternity Leave, or resignation, shall be made in writing to the Superintendent of Schools sixty (60) days prior to the scheduled termination of the leave of absence. Teachers returning to employment in September shall give notice to the Superintendent no later than April 15th prior thereto. Failure to notify of intent to return as specified herein will be deemed a waiver by the teacher of her right to return to duty.

(f) After the fifth month of pregnancy, the teacher shall furnish the Superintendent, every thirty (30) days, with a certificate from her attending obstetrician or gynecologist stating that she is physically capable of performing the duties of her position.

(g) A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.

(h) Notwithstanding the language herein, a request for a finding by a principal or other administrator that the teacher's pregnancy interferes with the performance of her duties shall be documented in writing and referred through the Superintendent to the Board of Education. The Board may require the teacher to submit to a medical examination by a physician selected by the Board. The Board shall, upon recommendation of the Superintendent and within its discretion, make a determination as to the ability of the teacher to perform her duties.

(i) Notwithstanding the language herein, a request for a finding by a principal or other administrator that the teacher's condition after return from childbirth or pregnancy related illness or disability interferes with the performance of her duties shall be

documented in writing and referred through the Superintendent to the Board of Education. The Board may require the teacher to submit to a medical examination by a physician selected by the Board. The Board shall, upon recommendation of the Superintendent and within its discretion, make a determination as to the ability of the teacher to perform her duties.

(j) Any leave of absence granted a non-tenured (probationary) teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.

(k) Except as provided herein, no teacher shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return.

(l) Time spent on maternity leave shall not count towards fulfillment of time requirements for acquiring tenure, nor shall it count toward placement on the salary guide or for seniority or leave accrual of any sort.

(m) All benefits to which teachers were entitled at the time the leave hereunder commenced and which are still available to teachers at time of return, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to teachers returning from leave hereunder; and they shall be assured their original position or similar position within their area of interests, abilities and training following completion of leave hereunder, provided they notify the Superintendent of Schools of their interest to return prior to February 1st.

(2) A tenured teacher may request a parental leave of absence. Any leave of absence granted hereunder shall be without pay and/or benefits unless such pay and/or benefits are specifically provided in this Article or the Family Leave Act. Parental leave of absence is limited to the following circumstances and conditions:

(a) Any tenured teacher who adopts an infant may receive a leave without pay and/or benefits for up to one year for the purpose of caring for the infant. The leave shall commence upon receiving de facto custody of the infant or sooner if necessary to fulfill the requirements for the adoption.

(b) Any tenured teacher may receive a leave without pay and/or benefits for up to one year for a serious, chronic illness of a child, spouse or dependent parent or dependent sibling.

(c) Any tenured teacher who becomes a biological parent may receive a leave without pay and/or benefits of up to one year for the purpose of caring for the infant.

(d) The Board reserves the right to set the term of the leave requested hereunder within reasonable limits in the best interest of the schools.

(e) A teacher shall notify the Superintendent of his/her request for leave hereunder no later than 120 days before the anticipated start of such leave.

(f) Time spent on parental leave shall not count towards fulfillment of time requirements for acquiring tenure, nor shall it count toward placement on the salary guide or for seniority or leave accrual of any sort.

(g) All benefits to which teachers are entitled at the time the leave hereunder commenced and which are still available to teachers at time of return, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to teachers returning from leave hereunder; and they shall be assured their original position or similar position within their area of interests, abilities and training following completion of leave hereunder, provided they notify the Superintendent of Schools of their interest to return prior to February 1st.

D. Extended Leaves of Absence. Occasionally, it is necessary for teachers to be absent for long periods of time, generally as a result of emergencies or other circumstances beyond the control of the teacher. Extended leaves may be granted for the following circumstances and with the following conditions:

(1) Leave for military reasons, up to ninety (90) days will be granted by the Board as ordered by action of the Adjutant's General's Office to any regular employee who is a duly qualified member of the reserved components of the armed forces and who is called into temporary active duty, provided such obligation cannot be fulfilled on days when work is not scheduled. During leave for military reasons, employees shall receive their regular salary in addition to any salary that they receive from the state or federal government. Tenure, pension, and other employment rights of employees who shall enter active military service shall be protected as set forth in Title 18A:6-33 et seq. and the Public Laws of 1944 Chapter 226 as amended.

(2) Other leaves of absence, without pay and benefits, may be granted by the Board which, in its opinion, are for good reasons.

(3) Any leave of absence granted a non-tenured (probationary) teacher hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.

(4) All benefits to which teachers were entitled at the time the leave hereunder commenced and which are still available to teachers at time of return, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to teachers returning from leave hereunder; and they shall be assured their original position or similar position within their area of interests, abilities and training following completion of leave hereunder, provided they notify the Superintendent of Schools of their interest to return prior to February 1st.

E. Sabbatical Leave of Absence. Upon recommendation of the Superintendent of Schools, an educational sabbatical leave may be granted to a certified member of the staff, within his/her field of study, by the Board subject to the following conditions:

(1) Requests for sabbatical leave must be received by the Superintendent, in writing, in such form as may be required by the Superintendent. Such requests must be in the hands of the Superintendent no later than October 31st of the fiscal year preceding the school year for which the sabbatical leave is requested.

(2) The applicant must have completed at least eight (8) consecutive full school years of service in the school district of Haddon Heights.

(3) The beneficiary will agree to return to the school district of Haddon Heights for two (2) full years of employment on the appropriate salary level following the leave except in the event of the death or serious illness of the beneficiary.

(4) To the extent feasible, with due regard for the interests of the school program, teachers returning to work after a sabbatical leave shall be offered the same or a similar position.

(5) A sabbatical year will be considered as a year of teaching experience in determining the individual's salary.

(6) Upon the recommendation of the Superintendent, the Board will grant no more than one (1) sabbatical leave per year.

(7) Any staff member is entitled to only one (1) sabbatical leave during his/her tenure in the Haddon Heights School District. A second sabbatical may be granted only for an individual matriculating in a doctoral program.

(8) A written report to the Superintendent will be required upon return from the sabbatical.

#### **ARTICLE XVI** **DEDUCTIONS FROM SALARY**

Authorized voluntary payroll deductions from salary may be made for any of the following reasons:

A. Contribution to tax sheltered annuity programs determined by the Board and Association as authorized by the employee.

B. Disability insurance company.

C. The annual dues for the Haddon Heights Education Association, Camden County Education Association, New Jersey Education Association, National Education Association, or

any one or any combination of the above as said teachers individually and voluntarily authorize the Board to deduct.

D. Employee contributions to credit union programs determined by the Board and Association, as authorized by the employee.

E. The Haddon Heights Education Association will be permitted to collect an appropriate fee based on statute, procedures and regulations from those individuals who are represented by the Association but who do not have member status.

F. Summer Savings Plan

G. Contribution to Section 125 Plan (Flexible Spending Account)

#### **ARTICLE XVII** **MISCELLANEOUS PROVISIONS**

A. The Board and the Association agree that there shall be no discrimination against any teacher.

B. If any provision of this Agreement shall be found to be contrary to law, that portion of the provision shall be considered void, but all other provisions and portions of the provision not voided shall continue to be in full force and effect.

C. The final Agreement shall be send electronically to all professional staff employed by the Board.

D. With the approval of the Superintendent, any staff members employed on a twelve (12) month basis may take two (2) weeks' vacation during the school year.

E. The District shall provide a Section 125 Plan into which staff may enroll.

F. Effective September 1, 2015, professional and support staff members who are not domiciled in the Borough of Haddon Heights may enroll their natural, adopted, or step-children in the Haddon Heights School District on a tuition-free basis under the following terms and conditions: 1) The child has not been removed from the teacher's home district due to disciplinary reasons; 2) the enrollment of the child does not violate any NJSIAA rules; 3) an appropriate program and classroom space within the Haddon Heights School District is available; 4) the child's academic, attendance and discipline records are acceptable; 5) transportation must be provided by the employee; and 6) the enrollment is approved by the Superintendent. Step children must live in the staff member's home a minimum of 4 out of 7 days in the week. Court documents must be provided stating the staff member has custody a majority of each week. The Superintendent retains the right to determine the grade, classroom and/or school that the child will be assigned upon enrollment.

Upon enrollment the staff member's child will be subject to all school district

rules, regulations and academic requirements of the Board. The Superintendent retains the right to remove the child from the Haddon Heights School District due to the child's failure to meet the academic and attendance requirements of the Board and/or for discipline reasons. Continued enrollment in the Haddon Heights School District will be dependent upon review and approval by the Superintendent prior to the start of each academic year.

### **ARTICLE XVIII GRIEVANCE PROCEDURE**

A. **Definition.** A "grievance" shall mean a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting terms and conditions of employment.

B. **Purpose.** The purpose of this procedure is to provide a means for those employees covered by this contract to process complaints. It is agreed that these proceedings will be kept confidential.

C. **Procedure:**

(1) The number of days indicated at each level of the grievance procedure shall be considered as a maximum and the parties shall attempt to expedite the process wherever possible.

(2) In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement of the parties.

(3) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

(4) It is understood that an employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable regulations of the Board until such grievance and any effect thereof shall have been duly determined.

(5) A grievance to be considered under the procedure must be initiated by the grievant (the employee or the Association) within ten (10) working days from the time when the grievant knew of its occurrence.

(6) The grievant shall initiate the grievance by first discussing it with the principal (or immediate superior or coordinator, if applicable) in an attempt to resolve the matter, informally, at that level.



(7) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) working days, the teacher and his/her representative shall set forth the grievance in writing, within ten (10) working days, to the principal, specifying:

- (a) The date of the occurrence giving rise to the grievance.
- (b) The date the grievance is filed.
- (c) The nature of the grievance.
- (d) The specific provisions of the contract or specific board policies allegedly violated.
- (e) The remedy being sought, and
- (f) Require all documents supporting grievance to be attached.

The principal shall communicate the decision to the employee in writing within ten (10) working days of receipt of the written grievance.

(8) The employee grievant, no later than ten (10) working days after receipt of the decision of the principal or other immediate supervisor, may appeal the decision to the Superintendent of Schools. A copy of the written grievance and written decision shall be properly referred to the Association at each step of the grievance procedure.

(9) The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days from the receipt of the appeal. The Superintendent shall communicate the decision in writing to the employee grievant, to the Association, and to the principal or other immediate supervisor.

(10) If the grievance is not resolved to the grievant's satisfaction, the grievant, not later than ten (10) working days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance. Except for:

- (a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
- (b) A complaint of a non-tenured teacher which arises by reason of not being reemployed; or
- (c) A complaint by any certificated personnel occasioned by appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required.

The Board, at its option, shall hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association ten (10) working days of receipt of the appeal, or if a hearing is granted, within ten (10) working days of the date of the hearing. The referred to hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice.

(11) If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and grievant wishes review by a third party, grievant shall so notify the Association within ten (10) working days of receipt of the Board's decision. If the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within ten (10) working days of receipt of the Board's decision. The Board and Association shall attempt to select a mutually acceptable arbitrator.

(12) The following procedure will be used to secure the services of an arbitrator:

(a) A joint request by the Association and the Board will be made to PERC to submit a roster of persons qualified to function as arbitrators in the dispute in question.

(b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request PERC to submit a second roster of names.

(c) If the parties are unable to determine within ten (10) working days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.

(d) The arbitrator shall be limited to the issue submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory.

(13) The Association retains the right to file group or class of teachers grievances. However, they will still follow the procedure outlined above in Article XVIII C (1)-(12).

D. Costs. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the expense. In the event an arbitrator's fee is incurred due to a cancellation of an arbitration hearing, the party who canceled the hearing shall be liable for the full fee for that canceled hearing.

E. Rights of Teachers by Representation

(1) Any aggrieved person may be represented at all stages of the grievance procedure by themselves, or, at his/her option, by the Association, by a representative selected or approved by the Association.

(2) When a teacher is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level, be notified by the Superintendent that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

(3) The Board and Association agree that no reprisals of any kind shall be taken by the Board or the Association or their agents against any participant in the grievance procedure by reason of such participation.

(4) All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

(5) All meetings and hearings under this procedure shall be considered private, shall be held after school hours and include only those individuals as specified in the contract or those who may be required by the Board/Association.

(6) A representative of the Association shall have the right to be present and speak at all grievance hearings at levels 3 and 4 of the grievance.

F. Grievance Forms: Forms for the grievance procedure are attached as Schedule D.

**ARTICLE XIX**  
**DURATION OF AGREEMENT**

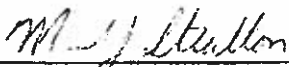
A. This agreement shall be in effect retroactive to July 1, 2018, and shall continue in effect until midnight June 30, 2021. This agreement shall not be extended by written or oral agreement, and it is expressly understood that it shall expire on the date indicated. The parties agree to reopen negotiations if an alternative schedule is implemented and such implementation results in changes as to teachers' work time and/or work load.

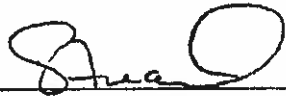
B. Retroactive payments of salary increases shall be made within 90 days after the contract is ratified by both parties. Retroactive payments will be made to current employees and those who have retired from the District.

C. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers, all as of the day and year first above written.


ATTEST: BOARD OF EDUCATION  
BOROUGH OF HADDON HEIGHTS  
NEW JERSEY

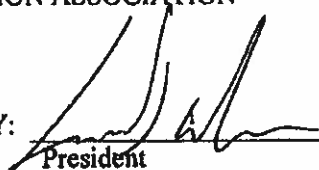
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Secretary  
12/19/18  
Date

BY:   
President

ATTEST: HADDON HEIGHTS EDUCATION ASSOCIATION

  
Secretary  
12-12-18  
Date

BY:   
President

Appendix A

Health Benefit Contribution Schedules (Year 4)

Salary Range	Single Coverage	Salary Range	Family Coverage	Salary Range	Member/Spouse/Partner or Parent/Children Coverage
less than 20,000	4.50%	less than 25,000	3.00%	less than 25,000	3.50%
20,000-24,999.99	5.50%	25,000-29,999.99	4.00%	25,000-29,999.99	4.50%
25,000-29,999.99	7.50%	30,000-34,999.99	5.00%	30,000-34,999.99	6.00%
30,000-34,999.99	10.00%	35,000-39,999.99	6.00%	35,000-39,999.99	7.00%
35,000-39,999.99	11.00%	40,000-44,999.99	7.00%	40,000-44,999.99	8.00%
40,000-44,999.99	12.00%	45,000-49,999.99	9.00%	45,000-49,999.99	10.00%
45,000-49,999.99	14.00%	50,000-54,999.99	12.00%	50,000-54,999.99	15.00%
50,000-54,999.99	20.00%	55,000-59,999.99	14.00%	55,000-59,999.99	17.00%
55,000-59,999.99	23.00%	60,000-64,999.99	17.00%	60,000-64,999.99	21.00%
60,000-64,999.99	27.00%	65,000-69,999.99	19.00%	65,000-69,999.99	23.00%
65,000-69,999.99	29.00%	70,000-74,999.99	22.00%	70,000-74,999.99	26.00%
70,000-74,999.99	32.00%	75,000-79,999.99	23.00%	75,000-79,999.99	27.00%
75,000-79,999.99	33.00%	80,000-84,999.99	24.00%	80,000-84,999.99	28.00%
80,000-94,999.99	34.00%	85,000-89,999.99	26.00%	85,000-99,999.99	30.00%
95,000 and over	35.00%	90,000-94,999.99	28.00%	100,000 and over	35.00%
		95,000-99,999.99	29.00%		
		100,000-109,999.99	32.00%		
		110,000 and over	35.00%		

## Appendix B

### **H.H.E.A. Sick Leave Bank Agreement**

#### **A. Purpose**

The parties agree to establish and implement a sick leave bank utilizing a voluntary donation program to assist employees who experience a "catastrophic health condition or injury" and have exhausted their paid sick time. The bank shall allow Haddon Heights Education Association (HHEA) member employees to voluntarily donate accrued sick leave to said bank. This bank shall be established pursuant to P.L. 2007, Chapter 223, and the negotiated agreement between HHEA and the Haddon Heights Board of Education (HHBOE) beginning with the 2015-2016 school year.

#### **B. Definition**

A catastrophic health condition or injury is a life threatening condition or combination of conditions or a period of disability required by his/her mental or physical health or the health of the employee's fetus, and requiring the care of a physician. A medical verification of the condition is needed for the employee's absence.

#### **C. Committee**

The sick bank shall be administered by a committee which shall be comprised of three (3) members selected by the HHBOE and three (3) members selected by the HHEA. The committee shall establish standards and procedures as it deems appropriate for the operation of the Sick Leave Bank. These shall include, but not be limited to, eligibility requirements for participation in the Sick Leave Bank and conditions under which the Sick Leave Bank may be drawn. No day of leave which is donated to the Sick Leave Bank by an employee shall be drawn by that employee or any employee from the Sick Leave Bank unless authorized by the committee. The BOE Sick Bank Committee has the option to authorize the Superintendent to attend meetings in replace of them and make decisions on their behalf regarding any Sick Bank topics.

#### **D. Becoming a Member of the Sick Leave Bank**

1. Annually between September 1<sup>st</sup> and October 15<sup>th</sup>, HHEA members who wish to join the Sick Leave Bank must complete and sign an agreement to join. A presentation including documents about the Sick Leave Bank and applications will be made available at the opening of school HHEA meeting. Current members may also add to their contribution only during the enrollment period stated above. New employees may participate in the Sick Leave Bank within thirty (30) days of their hire, provided they agree to join the HHEA. HHEA members need only join one time. Coverage and participation will continue from year to year, unless the member makes a written request to withdraw from coverage or resigns from membership in the HHEA. For accounting purposes, the Sick Leave Bank year shall be from November 1<sup>st</sup> to October 31<sup>st</sup>.

2. Any HHEA member with ten (10) or more accumulated sick days shall be eligible for participation in the Sick Leave Bank. Employees hired after the initial enrollment period may participate even without ten (10) sick days by a contribution of one (1) sick day.

3. Each HHEA member who joins the Sick Leave Bank must contribute a minimum of two (2) sick days or up to a maximum of twenty (20) sick days from his/her accumulated sick time. Once days are contributed to the Sick Leave Bank, the days shall not be returned. The number of days in the Sick Leave Bank shall not be reduced by either party unless used by a member of the Sick Leave Bank. Unused days will carry over from year to year. All days donated to the bank shall remain in the bank even after the retirement or termination of a member's employment for any reason.

4. When the number of days in the Sick Leave Bank falls below one hundred (100), each participating employee may contribute an additional day to maintain the integrity of the Sick Leave Bank. Eligible employees who are not current members of the Sick Leave Bank may also join at this time.

5. A retiring member of HHEA may donate unused days to the Sick Leave Bank.

#### **E. Eligibility to use days from the Sick Leave Bank**

1. Only contributing members of the Sick Leave Bank who are HHEA members in good standing may request days from the Sick Leave Bank.

2. The sick days to be granted from the Sick Leave Bank will apply only in cases where all of the employee's sick days have been used. Employees who receive sick days from the Sick Leave Bank shall be compensated at their regular daily rate of pay.

3. The use of days from the Sick Leave Bank will be considered for catastrophic illness, injury, surgery or other temporary disability.

4. Normal pregnancy and injuries covered under Workers Compensation are NOT to be considered for eligibility.

5. The Sick Leave Bank may only be utilized for personal illness and shall not be utilized concurrently with leave covered by any disability insurance or other type of insurance compensation for missed days of work, or leave covered under the State or Federal Family Medical Leave Act.

6. The Sick Leave Bank is intended for use during injury or illness of the member only and only during the school term.

7. The Sick Leave Bank Committee may award a maximum of sixty (60) days per member in any school year, and up to ninety (90) days per member in two consecutive school years. Once thirty (30) consecutive days have been withdrawn from the bank, the applicant may

be required to resubmit an updated evaluation of the medical condition by the Medical Practitioner or Physician. The total number of days permitted for an illness or injury may be revised and extended by approval of the Sick Leave Bank Committee.

**F. Application for days to be withdrawn from the Sick Leave Bank**

1. The application for withdrawal of days from the Sick Leave Bank may be available either from the HHBOE office, the main office files of each school, or the HHEA Health Benefits Committee Chair. The application is also attached to this document.

2. A Doctor's statement on Physician's letterhead, with the physician's stamp/seal must be received with the application. The statement must include the following information:

- a. Applicant's name
- b. The medical reason for the request (additional medical documentation may be required)
- c. The estimated length of absence and the estimated time to return to work

3. The Sick Leave Bank Committee reserves the right to get a second opinion by the school physician. The school physician's opinion may be considered in the evaluation of the application.

4. Application forms may be completed by another authorized person or family member.

5. Submitted Sick Leave Bank application forms will be reviewed by the Committee and a decision will be made in a timely manner. The applicant will be notified in writing of the decision of the Committee. Should the employee deplete his/her remaining sick days before the Committee reaches a decision, approved days shall be granted retroactive to the date of the application or to the end of the individual's remaining sick days.

6. Each application shall be considered by the Committee on its individual merit. A decision will be determined by a majority vote of the six member committee. In the event of a tie, it will be considered as an approval of the application.

7. If the Committee denies an application for sick bank days, the employee may appeal the decision in writing within ten (10) working days of receipt of the initial letter denying the application. The employee may submit an appeal letter to the Committee and may supply additional information relevant to the case. The employee may also request a meeting with the members of the Committee to further explain the request. The Committee shall reconsider the request, and notify the employee within ten (10) working days of receipt of the additional documentation or the conclusion of the meeting with the Committee.

8. The employee's signature on the application form will require the applicant to accept the decision of the Committee as binding and indemnify the Committee, HHEA, HHBOE and the Haddon Heights School District from any legal action as a result of the decision.



9. All documentation submitted as part of the application process will become part of the employee's permanent confidential medical file and will be seen only by members of the Review Committee and /or the school physician.

10. Should a member receive medical clearance to return to work prior to the use of all sick bank days granted, the unused days shall remain in the Sick Leave Bank.

#### **G. Sick Leave Bank Review Committee**

1. The Sick Leave Bank Committee is open to any HHEA member who wishes to participate. The Health Benefits Trustee shall chair the Sick Leave Bank Committee, and act as moderator of the Sick Leave Bank Committee meetings. The Committee shall establish, review, and revise the standards and procedures under which the Sick Leave Bank will operate. These shall include, but not be limited to, eligibility requirements for participation in the Sick Leave Bank, management of the days contributed to the Sick Leave Bank, and authorization of withdrawal of days from the Sick Leave Bank by a participating member.

2. Sick Leave Bank Review Committee members from the HHEA shall be elected from the membership of the Sick Leave Bank Committee. The individual applications to the Sick Leave Bank shall be administered by the Sick Leave Bank Review Committee which shall be comprised of three (3) members selected by the HHBOE and three (3) members selected by the HHEA. They shall evaluate and distribute days from the Sick Leave Bank based on the application process established by the Sick Leave Bank Committee as contained in this document. They shall serve a three (3) year term concurrent with the elected members of the HHEA Executive Board. The Sick Leave Bank Review Committee members may serve successive terms.

3. The Sick Leave Bank Committee shall provide the BOE office with a list of participants and the number of days contributed on an annual basis. In November, the BOE office representative will submit an annual statement of the total days in the Sick Leave Bank and an itemized accounting of the members granted days from the Sick Leave Bank.

4. The Chair of the Sick Leave Bank Committee or his/her designee shall verify the BOE annual report and submit the report to the HHEA Executive Board by its December meeting.

5. All personal information submitted to the Sick Leave Bank Committee will be deemed confidential. Any member of the committee who discusses the personal information of a member considered for benefits under the Sick Leave Bank Committee with anyone who is not a member of said Committee, beyond the name of the member and the number of days they are using, will be removed from the Committee.

6. The Sick Leave Bank Committee and Sick Leave Bank Review Committee will meet on an as-needed basis.

7. The guidelines of this agreement may be reviewed and revised at discretion of the HHEA or HHBOE.

**H. Dissolution of the Sick Leave Bank**

Should the parties mutually agree to dissolve the Sick Leave Bank, the days remaining in the bank shall be distributed to the current employees proportionally based on their individual contribution.

This Sick Leave Bank agreement is established as acknowledged by the below representatives of the invested parties and a vote of the HHBOE.

HHEA Sick Leave Designee

HHBOE Sick Leave Designee

Name: Robert Lynch

Name Rebecca Kitchmire

This Sick Leave Bank document was created by a committee of the following HHEA members: Martin J. Schoettler Jr. (Chairperson), Dot Egner, Beth Kovach, Beth Ann Lutz, Rob Lynch, Janet Richards, Brian Roney (Health Benefits Trustee)

**Haddon Heights Education Association**  
**Sick Leave Bank Enrollment Form**

Only active dues paying members of HHEA are eligible to participate in this program.  
Enrollment in this program is limited to a period from September 1<sup>st</sup> through October 15<sup>th</sup> of each school year.

\_\_\_\_\_ (Last Name, First Name)

\_\_\_\_\_ Date \_\_\_\_\_ (Position/Assignment) \_\_\_\_\_ (School)

I do **NOT** wish to participate in the Sick Leave Bank.

I wish to participate in the Sick Leave Bank.

Pursuant to the labor agreement between the HHEA and the Haddon Heights BOE,

I do hereby authorize the personnel department to permanently transfer \_\_\_\_\_ days of accumulated leave days during the \_\_\_\_\_ school year.

(A minimum of 2 days is required and a maximum contribution of 20 days is acceptable)

By my signature, I hereby acknowledge that the aforementioned contribution is irrevocable.

I understand that this program is not an entitlement but a voluntary program, and that the Sick Leave Bank Committee has the right to approve or deny my request to utilize requested days.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Haddon Heights Education Association  
Sick Leave Bank Request Form**

Name \_\_\_\_\_ Date \_\_\_\_\_

Position \_\_\_\_\_ School \_\_\_\_\_

Current number of sick days remaining as of request date: \_\_\_\_\_

Sick Leave Bank days will not be granted until an employee has completely exhausted all his/her accumulated sick days.

Check any which apply:

\_\_\_\_\_ I **have** / will have used all of my available sick leave days for this school year.

\_\_\_\_\_ I **have** previously used the Sick Leave Bank this school year.

I have contributed \_\_\_\_\_ days to the Sick Leave Bank.

Number of days I am requesting from the Sick Leave Bank: \_\_\_\_\_ (up to 10x your contribution)

Sick Leave Bank days should begin: \_\_\_\_\_ (Month/Day/Year)

Please describe the reason for the use of the Sick Leave Bank. Briefly explain the medical condition, injury, illness, surgery, etc. below.

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A doctor's statement on the physician's letterhead with the physicians stamp/seal must accompany this application. It must state the applicant's name, the medical reason for your request, and the estimated length of the absence including the anticipated date of return to work. Submission of this form with medical documentation constitutes consent for the Sick Leave Bank Committee to review the medical documents. By my signature on this application, I agree that the decision of the Sick Leave Bank Review Committee shall be final and binding, and that no legal action will be taken against the Committee, HHEA, HHBOE and the Haddon Heights School District from any legal action as a result of the decision.

Signature \_\_\_\_\_

Date \_\_\_\_\_

This form must be completed in full for consideration. Missing information may result in a delay of benefit. The completed form and documentation should be returned to the Superintendent.

HADDON HEIGHTS PUBLIC SCHOOLS  
SCHEDULE A

SALARY GUIDES 2018-2019

Step	BA	MA	MA+30	PhD
1	\$ 51,311	\$ 55,081	\$ 56,081	\$ 57,196
2	\$ 51,711	\$ 55,481	\$ 56,481	\$ 57,596
3	\$ 52,311	\$ 56,081	\$ 57,081	\$ 58,196
4	\$ 52,811	\$ 56,581	\$ 57,581	\$ 58,696
5	\$ 53,611	\$ 57,381	\$ 58,381	\$ 59,496
6	\$ 54,511	\$ 58,281	\$ 59,281	\$ 60,396
7	\$ 55,411	\$ 59,181	\$ 60,181	\$ 61,296
8	\$ 56,211	\$ 59,981	\$ 60,981	\$ 62,096
9	\$ 57,112	\$ 60,882	\$ 61,882	\$ 62,997
10	\$ 58,411	\$ 62,181	\$ 63,181	\$ 64,296
11	\$ 61,111	\$ 64,881	\$ 65,881	\$ 66,996
12	\$ 65,111	\$ 68,881	\$ 69,881	\$ 70,996
13	\$ 69,212	\$ 72,982	\$ 73,982	\$ 75,097
14	\$ 73,611	\$ 77,381	\$ 78,381	\$ 79,496
15	\$ 79,111	\$ 82,881	\$ 83,881	\$ 84,996
16	\$ 84,959	\$ 88,729	\$ 89,729	\$ 90,844

SALARY GUIDES 2019-2020

Step	BA	MA	MA+30	PhD
1	\$ 51,722	\$ 55,492	\$ 56,492	\$ 57,607
2	\$ 52,072	\$ 55,842	\$ 56,842	\$ 57,957
3	\$ 52,573	\$ 56,343	\$ 57,343	\$ 58,458
4	\$ 53,172	\$ 56,942	\$ 57,942	\$ 59,057
5	\$ 54,122	\$ 57,892	\$ 58,892	\$ 60,007
6	\$ 55,072	\$ 58,842	\$ 59,842	\$ 60,957
7	\$ 56,023	\$ 59,793	\$ 60,793	\$ 61,908
8	\$ 56,872	\$ 60,642	\$ 61,642	\$ 62,757
9	\$ 57,798	\$ 61,568	\$ 62,568	\$ 63,683
10	\$ 59,124	\$ 62,894	\$ 63,894	\$ 65,009
11	\$ 61,846	\$ 65,616	\$ 66,616	\$ 67,731
12	\$ 65,873	\$ 69,643	\$ 70,643	\$ 71,758
13	\$ 70,025	\$ 73,795	\$ 74,795	\$ 75,910
14	\$ 74,448	\$ 78,218	\$ 79,218	\$ 80,333
15	\$ 80,073	\$ 83,843	\$ 84,843	\$ 85,958
16	\$ 85,949	\$ 89,719	\$ 90,719	\$ 91,834

SALARY GUIDES 2020-2021

Step	BA	MA	MA+30	PhD
1	\$ 52,334	\$ 56,104	\$ 57,104	\$ 58,219
2	\$ 52,785	\$ 56,555	\$ 57,555	\$ 58,670
3	\$ 53,243	\$ 57,013	\$ 58,013	\$ 59,128
4	\$ 53,734	\$ 57,504	\$ 58,504	\$ 59,619
5	\$ 54,684	\$ 58,454	\$ 59,454	\$ 60,569
6	\$ 55,634	\$ 59,404	\$ 60,404	\$ 61,519
7	\$ 56,585	\$ 60,355	\$ 61,355	\$ 62,470
8	\$ 57,436	\$ 61,206	\$ 62,206	\$ 63,321
9	\$ 58,360	\$ 62,130	\$ 63,130	\$ 64,245
10	\$ 59,687	\$ 63,457	\$ 64,457	\$ 65,572
11	\$ 62,409	\$ 66,179	\$ 67,179	\$ 68,294
12	\$ 66,435	\$ 70,205	\$ 71,205	\$ 72,320
13	\$ 70,586	\$ 74,356	\$ 75,356	\$ 76,471
14	\$ 75,010	\$ 78,780	\$ 79,780	\$ 80,895
15	\$ 80,635	\$ 84,405	\$ 85,405	\$ 86,520
16	\$ 86,961	\$ 90,731	\$ 91,731	\$ 92,846

M.A.	\$3,770	Department Coordinators*	\$8,385
M.A. + 30	\$4,770	Department Representatives*	\$7,560
Ph.D. or Ed.D.	\$5,885	Head Teachers (2)*	\$4,545

\* Mathematics, History, English, Science, Technology, Human Services/Business and Physical Education (only 1 Representative or Coordinator per Department)

\* Stipends for Department Coordinators, Department Representatives, and Head Teachers are to be included in the individual's base salary.

\*The stipends for Department Coordinators and Representatives reflect an increase of \$3,015 in 2018-2019 and will remain at that amount for the term of the contract.

Note: There shall be no movement to the next step of the salary guide for any staff member hired after January 31<sup>st</sup> or for a staff member who does not complete at least 94 work days.

The salaries, inclusion of said activities, and other terms and conditions of employment of any newly created extra-curricular activities not currently set forth in schedules B and C shall be subject to negotiations between the Board and the Association during formal contract negotiations.

HADDON HEIGHTS PUBLIC SCHOOLS  
SCHEDULE B

EXTRACURRICULAR ACTIVITIES 2018-2019 THROUGH 2020-2021

<u>ACTIVITY</u>	<u>SALARY</u>	<u>ACTIVITY</u>	<u>SALARY</u>
<u>Football</u>		<u>Basketball</u>	
Head Coach	\$8,200 (1)	Head Coach (Boys)	\$7,635 (1)
Assistants	\$4,940 (5)	Head Coach (Girls)	\$7,635 (1)
		Assistants (Boys/Girls)	\$4,290 (4)
<u>Track</u>		Junior High (Boys/Girls)	\$4,055 (2)
Head Coach (Boys)	\$7,105 (1)	<u>Field Hockey</u>	
Head Coach (Girls)	\$7,105 (1)	Head Coach	\$7,105 (1)
Coach (Winter/Boys)	\$4,330 (1)	Assistants	\$4,055 (1)
Coach (Winter/Girls)	\$4,330 (1)	Junior High	\$4,055 (1)
Assistants (Boys/Girls)	\$4,055 (6)	<u>Baseball</u>	
Junior High (Boys/Girls)	\$4,055 (2)	Head Coach	\$7,105 (1)
Indoor Track Assistant	\$4,055 (1)	Assistants	\$4,055 (2)
<u>Wrestling</u>		<u>Golf (Co-ed)</u>	
Head Coach	\$7,695 (1)		\$4,045 (1)
Assistants	\$4,325 (2)	<u>Cheerleaders</u>	
Junior High	\$4,055 (2)	Football	\$2,920 (1)
<u>Softball</u>		Winter	\$2,870 (1)
Head Coach	\$7,105 (1)	<u>Cross Country</u>	
Assistants	\$4,055 (2)	Head Coach (Boys)	\$5,425 (1)
<u>Soccer</u>		Head Coach (Girls)	\$5,425 (1)
Head Coach (Boys)	\$7,105 (1)	Junior High	\$3,565 (1)
Head Coach (Girls)	\$7,105 (1)	<u>Swimming</u>	
Assistants (Boy/Girls)	\$4,055 (2)	Head Coach (Co-ed)	\$5,425 (1)
Junior High (Boys/Girls)	\$4,055 (2)	Assistant	\$3,190 (1)
<u>Tennis</u>			
Head Coach (Boys)	\$5,425 (1)		
Head Coach (Girls)	\$5,425 (1)		

HADDON HEIGHTS PUBLIC SCHOOLS  
SCHEDULE C

NON-ATHLETIC CO-CURRICULAR ACTIVITIES 2018-2019 THROUGH 2020-2021

<u>ACTIVITY</u>	<u>SALARY</u>	<u>ACTIVITY</u>	<u>SALARY</u>
Marching Band Director	\$5,810 (1)	Garnet & Gold	\$1,905 (2)
Marching Band/Color Guard Instructor	\$1,930 (2)	Garneteer Business Mgr.	\$1,525 (2)
Choir Director	\$3,620 (1)	Chess Club	\$ 910 (1)
HS Musical Director	\$5,475 (1)	Academic Challenge	\$2,430 (1)
MS Musical Director	\$2,735 (1)	National Honor Society	\$1,515 (2)
Video Technician	\$1,576 (1)	Sign Making Club	\$1,000 (1)
Lighting/Sound Technician	\$1,304 (1)	Publications Advisor	\$2,430 (2)
Indoor Percussion/Color Guard Director	\$5,810 (1)	Pupil Assistance Program	\$ 850 (1)
Indoor Percussion Asst.	\$1,930 (3)	Art Club	\$ 910 (1)
Scribe	\$2,785 (1)	School Store	\$ 910 (1)
Senior Class Advisor	\$2,785 (2)	Multicultural Club	\$1,000 (1)
Senate	\$2,370 (2)	Girl Talk	\$ 910 (1)
Webmaster (District)	\$4,330 (1)	Odyssey of the Mind-Advisor	\$2,430 (1)
Vinyl Record Club	\$ 910 (1)	Odyssey of the Mind-Asst.	\$1,925 (1)
		Jr. High Yearbook	\$1,925 (1)
<u>Elementary</u>		Junior Class Advisor	\$2,520 (2)
Musical Director	\$2,735 (1)	Junior High Senate	\$1,330 (1)
Student Council	\$1,330 (3)	Junior High Band	\$2,850 (1)
Instrumental Music	\$3,175 (1)	Robotic Advisor	\$2,430 (1)
Vocal Music	\$2,820 (1)	Robotics Assistant	\$1,925 (1)