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AGREEMENT

JAN. 1970

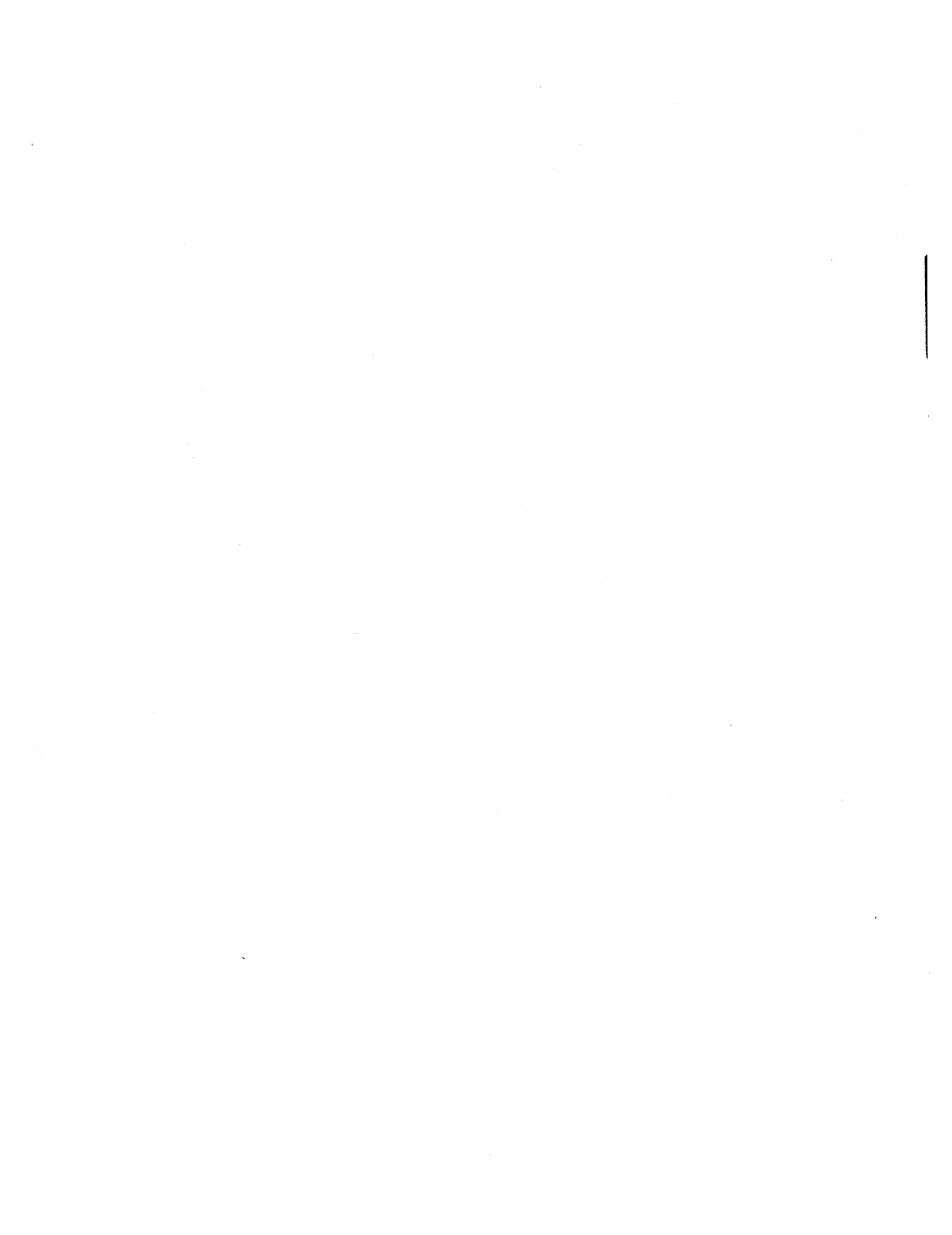
JUNE 1972

BETWEEN

SREA & SRHS

BOARD OF

EDUCATION



**THIS BOOK DOES
NOT CIRCULATE**

A G R E E M E N T

between

**The Southern Regional High School
District of Ocean County
Board of Education**

and

**The Southern Regional Education
Association**

covering the period

January 1, 1970

to

June 30, 1972

Adopted by

**Southern Regional Board of Education
November 20, 1969**

**Southern Regional
Education Association**

OFFICERS - 1969-1970

**Harry R. Hetrick, President
Dr. Dan Yaffa, Vice-President
Charles Moffett, III, Treasurer
Mary Lou Fitzgerald, Secretary**

NEGOTIATING TEAM

**Dr. Dan Yaffa, Co-Chairman
Fred Waters, Co-Chairman
Harry R. Hetrick
Mary Lou Fitzgerald
Roberta Baldwin**

**Southern Regional High School
Board of Education**

1969-1970

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Dr. Robert S. Irvin, Chairman

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TABLE OF CONTENTS

	Preamble
Article I	Recognition
Article II	Negotiation of Successor Agreement
Article III	Grievance Procedure
Article IV	Teacher Rights
Article V	Association Rights and Privileges
Article VI	School Calendar
Article VII	Teaching Hours and Teaching Load
Article VIII	Class Size
Article IX	Specialists
Article X	Non-Teaching Duties
Article XI	Teacher Employment
Article XII	Salaries
Article XIII	Teacher Assignment
Article XIV	Voluntary Transfers and Reassignments
Article XV	Involuntary Transfers and Reassignments
Article XVI	Promotions
Article XVII	Summer School Program
Article XVIII	Teacher Evaluation
Article XIX	Fair Dismissal Procedure
Article XX	Instructional Council
Article XXI	Sick Leave
Article XXII	Temporary Leaves of Absence
Article XXIII	Extended Leaves of Absence

TABLE OF CONTENTS

Article XXIV	Sabbatical Leaves
Article XXV	Professional Development and Educational Improvement
Article XXVI	Protection of Teachers, Students, and Property
Article XXVII	Maintenance of Classroom Control and Discipline
Article XXVIII	Insurance Protection
Article XXIX	Personal and Academic Freedom
Article XXX	Deduction From Salary
Article XXXI	Miscellaneous Provisions
Article XXXII	Duration of Agreement
Schedule A	Salary Guide (Teacher) 1970-71
Schedule B	Salary Guide (Teacher) 1971-72
Schedule C	Salary Guide (Extra-Curricular Activities)
Schedule D	Salary Guide (Nurse)
Schedule E	Salary Guide (Miscellaneous)

PREAMBLE

- A.** This Agreement entered into this 1st day of January, 1970, by and between the Board of Education of the **SOUTHERN OCEAN COUNTY REGIONAL HIGH SCHOOL DISTRICT**, hereinafter called the "Board" and the **SOUTHERN REGIONAL EDUCATION ASSOCIATION**, hereinafter called the "Association" or the "SREA".
- B.** All nonfiscal items contained herein shall become effective as of January 1, 1970.
- C.** All fiscal items contained herein shall become effective as of July 1, 1970.
- D.** Fiscal and Non-Fiscal items shall be as delineated in Article XXXII of this Agreement.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all certificated personnel employed by the Board including:

1. Teachers
2. Nurses
3. Guidance Counsellors
4. Librarians
5. Home-bound Instruction Teachers

with the exception of those employees listed under section C of the **ARTICLE**.

B. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to professional employees represented by the Association in the negotiating unit as defined above; references to male teachers shall include female teach-

ers and references in the singular shall include the plural.

C. All other persons, positions, and units not specifically defined above are excluded.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1 of the fiscal year preceding the fiscal year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. During negotiation, the parties shall meet at mutually agreed upon times and shall freely exchange points of view, present relevant data and make proposals and counter-proposals. They shall supply each other for inspection and copying all pertinent records, data and budgetary information which are non-confidential and may be reasonably requested for such inspection and copying, and which may become available to the respective parties in the regular course.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

D. 1. Representatives of the Board and the Association's negotiating committee shall meet at the request of either party, when such requests are mutually agreed upon, and at a designated time and place mutually agreed upon, for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the Grievance Procedure.

2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss. In cases of extreme emergency, where such an agenda is impossible of prior submission, the first order of the meeting shall be the creation of an agenda for the said meeting.

3. 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 existing prior to its effective date, nor shall any teacher benefit, right or privilege established by law be abrogated, eliminated, reduced or otherwise altered unless specifically modified by 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

GRIEVANCE PROCEDURE

A. Individual Grievance and Proposal Procedures:

1. A grievance is a claim based upon any event or condition which affects the interpretation, meaning or application of the provisions of this Agreement, existing Board policies and administrative decisions relating to Board policies and/or the provisions of this Agreement.

2. Grievances shall be instituted not later than sixty (60) days following the cause thereof.

3. In presenting his personal, professional or other grievances or proposals, the employee shall be assured freedom from prejudicial action in presenting his appeal.

4. He shall have the right to present his own appeal or to designate representatives of the local teachers' organization or another person of his own choosing to appear with him or for him at any step in his appeal.

5. Any professional or non-professional employee who has a grievance shall appeal it to his immediate superior and, if necessary, continue the appeal to the next person in line until reaching the superintendent.

6. If the grievance is not settled after reaching the superintendent, it shall be referred to the Professional Rights and Responsibilities Committee of the local teachers' organization for consideration.

7. If the Professional Rights and Responsibilities Committee (PR&R) determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the Superintendent of Schools and to the Board of Education within ten (10) school days after presentation to the committee.

8. If the PR&R Committee determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education. The opinion of the Board of Education will be returned in writing no later than ten (10) days from the date of the hearing.

B. Procedure:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indi-

cated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. 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 and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One. A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's representative, with the objective of resolving the matter informally.

4. Level Two. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within three (3) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within three (3) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the Superintendent of Schools.

5. Level Three.

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was de-

livered to the superintendent, he may, within five (5) school days after a decision by the superintendent or fifteen (15) school days after the grievance was delivered to the superintendent, whichever is sooner, request in writing that the Chairman of the PR&R Committee submit his grievance to the Board of Education. If an unfavorable decision, or if no decision is reached within ten (10) school days following the written submission of the grievance to the Board of Education, the Chairman of the PR&R Committee shall submit the grievance to arbitration. If the PR&R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) If the PR&R Committee decides the grievance is not meritorious, the aggrieved person then has recourse to an open meeting of the Southern Regional Education Association.

(c) If deemed meritorious by the PR&R Committee, then within ten (10) school days after such written notice of submission to arbitration, the Board and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(d) The arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee and hold hearings promptly

and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The findings and recommendations of the arbitrator shall be carefully and seriously considered by all parties but shall be advisory in nature only.

(e) 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 same.

ARTICLE IV

TEACHER RIGHTS

A. The Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any teacher in the employment of any rights conferred by law; that it shall not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in or participation in the activities of the Association and its affiliates, participation in collective negotiations with the Board, or other proceeding affecting the terms and conditions of his employment.

- B.** No tenured teacher shall be disciplined or deprived of any professional advantage without just cause, outside of the mandates of the law as these apply to tenured teachers. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedures as set forth in ARTICLE III of the Agreement.
- C.** It is agreed that in connection with collective negotiations, grievances or the institution of complaints or other proceedings, Board members, administrators and teachers will act in compliance with the ethical standards of their profession and position and will specifically:
- a.** Refrain from exploiting any personal or professional relationships with students or student groups.
 - b.** Seek to provide equal educational opportunities for all children regardless of ability, race, creed, or location of residence.
 - c.** Support and protect school personnel in the performance of their duties.
 - d.** Recognize that a profession must accept responsibility for the conduct of its members in the performance of their duties and understand that each person's conduct may reflect upon that person's profession or group.
 - e.** Participate and conduct themselves in a responsible manner in the development and implementation of policies affecting education, when called upon to perform these duties.
 - f.** Keep inviolate the trust under which confidential information is exchanged.
- D.** Whenever any teacher is required to appear before the Board concerning any matter which could adversely affect the continuation of that teach-

er in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled at his option, to have a representative of the Association present to advise him and represent him during such meeting or interview.

E. The teacher has the right and responsibility to determine grades in SOUTHERN OCEAN COUNTY REGIONAL HIGH SCHOOL DISTRICT based upon his professional judgment or available criteria pertinent to any given subject area or activity to which he is responsible. In the event that a teacher's superior desires to alter or change a grade, a conference between the teacher and his superior shall be held to determine the validity of such alteration or change. The final decision is to be made by the administration.

F. No teacher shall be prevented from wearing a pin or pins or other identification of membership in the Association or its affiliates provided that such pin, pins or other identification does not violate acceptable standards of size and appearance.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association, in response to reasonable request, available and non-confidential information concerning the financial, educational and personnel resources of the school system.

B. Whenever any representative of the Association, or any teacher participates during working hours in negotiations or grievance procedures, he shall suffer no loss of pay.

C. 1. The Association agrees that, upon mutual request, it will form committees to assist the Board and the administrative staff in developing, formulating, revising and evaluating programs, proposals, structures and methods under consideration or being implemented within the school system.

2. The Board agrees that it accepts the principle of co-operative effort as implied in the paragraph above, and agrees further, that it will avail itself of the provisions of the paragraph above as often as practicable.

D. The Association and its representatives shall have the right to use school buildings and facilities at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of time and place of all such meetings. Approval for such meetings shall not be unreasonably withheld.

E. The Association, with the permission of the administration, shall have the right to use school facilities and equipment including typewriters, mimeographing and other duplicating equipment, and other such facilities and equipment at reasonable times when such equipment is not otherwise in use and when such use will not interfere with nor interrupt school operations. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Such permission shall not be unreasonably withheld.

F. The Association may place in the faculty lounge a bulletin for its exclusive use.

G. The Association will have reasonable use of the intra-school mail facilities. No prior approval for such use will be required.

H. The Superintendent of Schools, as the chief executive officer of the Board, will be available

upon request and reasonable notice by authorized representatives of the Association to discuss all aspects of professional service including conditions of employment.

ARTICLE VI

SCHOOL CALENDAR

- A.** The Association will submit to the Superintendent prior to February 1 of each year, its recommendations with respect to the school calendar for the ensuing school year.
- B.** The Board, in determining said school calendar, will consider the recommendations of the Association and will advise and consult with the Association concerning any deviations from such recommendations prior to the adoption of or any changes in the official school calendar.
- C.** When possible and practicable the calendar will be adopted at the regular April Board of Education Meeting and distributed to the teachers as soon thereafter as possible.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

- A. 1.** The school day in SOUTHERN OCEAN COUNTY REGIONAL HIGH SCHOOL DISTRICT shall consist of a continuous seven hours and twenty-five minutes (7 hours and 25 minutes). Teachers are expected to be at school at least fifteen (15) minutes prior to the opening of school. With the exception of days when faculty or other school meetings are scheduled and days when additional help is given to students, teachers may leave at the end of the school day as stipulated herein.

2. Any teacher who, because of a good and sufficient reason, must leave school early shall secure permission from the building principal. Such permission shall not be unreasonably withheld.

B. 1. Teachers may leave the building during their scheduled duty-free lunch periods and during their planning periods for the purpose of school-related business with the permission of the principal. Such permission shall not be unreasonably withheld.

2. The notice of, and agenda for, any meeting shall be given to the teachers involved at least one (1) day prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

C. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers may be used as substitutes during their non-teaching time. Assigned teachers shall be paid at the rate of six dollars (\$6.00) per period. Such coverage shall be arranged by the building principal and shall be distributed as equitably as possible among the teachers in said school.

ARTICLE VIII

CLASS SIZE

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

ARTICLE IX SPECIALISTS

- A.** The Board and the Association recognize the fact that competent specialists are desirable in the operation of an effective educational program.
- B.** The areas in which specialists are to be utilized and the need for such specialists are recognized as legitimate topics for consideration by the Instructional Council, as constituted in **ARTICLE XX** of this Agreement.

ARTICLE X NON-TEACHING DUTIES

- A.** The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, the Board agrees, within reasonable limits, to provide the necessary services so that teachers will be relieved of non-teaching duties which can be better performed by clerical or custodial personnel.
- B.**
 - 1.** Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal. In such cases, the teacher shall be compensated at the rate of ten cents (10¢) per mile for the use of his own automobile.
 - 2.** By the beginning of the 1970-71 school year, the Board shall arrange for and maintain appropriate insurance to cover all damages, losses and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his automobile in the performance of his school duties.

C. 1. The Board and the Association agree that extra-curricular activities listed in Schedule C are educationally worthwhile.

2. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day should be voluntary.

3. Extra-curricular assignments shall be compensated according to the rate of pay in Schedule C.

4. Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them. Written permission for field trips shall be obtained from the principal and/or superintendent.

5. Teachers who chaperone spectator bus trips at away athletic events shall be paid at the rate of three dollars (\$3.00) per hour, from the time the bus is scheduled to leave the school until its return.

ARTICLE XI

TEACHER EMPLOYMENT

A. When possible and practicable, the Board agrees to hire only certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment.

B. Credit up to the eleventh (11th) step of any salary level on the Teacher Salary Schedule, hereinafter referred to as Schedule A, shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of the said Schedule A. 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 and time spent on a Fulbright Scholarship shall be given upon initial employment.

As of the beginning of the 1970-71 school year, the aforementioned credit shall not be given to any presently employed teacher who has not heretofore received it.

C. Teachers with previous teaching experience in the SOUTHERN OCEAN COUNTY REGIONAL HIGH SCHOOL DISTRICT shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian service as set forth in paragraph B above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

D. Previously accumulated unused sick leave earned at Southern Regional High School will be restored to all returning teachers. As of the beginning of the 1970-71 school year, the aforementioned credit shall not be given to any presently employed teacher who has not heretofore received it.

E. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 1.

ARTICLE XII

SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule A (1970-71 Teachers Salary Guide) and B (1971-72 Teachers Salary Guide), C (Extra-Curricular Activities Salary Guide), D (Nurse), E (Miscellaneous).

B. 1. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall re-

ceive their pay checks on the last previous working day.

2. Teachers shall receive their final checks on the last working day in June, provided that they have met their obligations and deposited their signed check-off sheets in the principal's mailbox no later than a time to be designated in the schedule for the closing of school. This check-off sheet shall contain all the necessary signatures except that of the principal, whose signature shall be affixed later as established by the superintendent.

ARTICLE XIII

TEACHER ASSIGNMENT

A. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study except in cases of emergency.

ARTICLE XIV

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the department chairman together with copies to the Principal and Superintendent not later than March 1. Such statements shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. Final decisions will be made by the Administration.

ARTICLE XV
INVOLUNTARY TRANSFERS
AND REASSIGNMENTS

A. Notice of an involuntary transfer or reassignment to another building shall be given to teachers as soon as practicable and, except in cases of emergency, not later than June 1. (Teachers assigned to three (3) or more periods in the junior high school area during the 1970-71 school term, may automatically be transferred to the new junior high school building upon its completion.)

B. When an involuntary transfer or reassignment to another building is to be made, a teacher's area of competence, major or minor field of study, length of service in the SOUTHERN OCEAN COUNTY REGIONAL HIGH SCHOOL DISTRICT, length of service in the particular school building, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining said transfer or reassignment. Such involuntary transfer or reassignment to another building shall be made only after a meeting between the teacher and the building principal, if such meeting is desired by the teacher affected, at which time, the said teacher shall be notified of the reason therefor. In the event that said teacher objects to the transfer or reassignment at this meeting, upon the request of said teacher, the superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting. The final decision will be made by the Superintendent.

ARTICLE XVI
PROMOTIONS

A. 1. Whenever an administrative or supervisory vacancy occurs or is created, a notice shall be

posted in each building stating the vacancy and requirements for said vacancy or promotion and indicating the closing date for applications.

2. All qualified teachers who have submitted an application for the position shall be interviewed, and applicants not being hired for the position shall be notified as soon as possible after the position is filled. Promotions shall be made from within the Southern Regional Staff whenever possible or practicable.

B. In the event a new position or a vacancy is created during the summer recess, the notice of such position or vacancy shall be sent to the last known address of each teacher.

C. The qualifications set forth for a particular position shall not be changed when such future vacancies occur unless the Association has been notified in advance of such change.

ARTICLE XVII

SUMMER SCHOOL PROGRAM

A. Priority for summer school positions shall be given to teachers currently employed by the Southern Regional Board of Education.

B. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Southern Regional School District. When all other factors are substantially equal, preference shall be given first to teachers who have taught the subject and/or grade level in question during the regular school year and then to teachers who have taught the grade and/or subject in question on a regular basis at any time during the preceding four (4) years.

- C.** All of the provisions of this Agreement shall apply to teachers holding positions in the summer school, except where clearly inapplicable.
- D.** Teachers who do not express interest in teaching summer school at the time teachers are requested to declare their intentions to teach or not to teach lose their rights under this Article for the period of one year.
- E.** Where practicable, the session assigned shall be in accordance with the teacher's request. The administration shall make the final decision.
- F.** In areas of enrichment, the administration shall retain the right and the responsibility to engage persons of proven special competence where such are not available from within the staff.

ARTICLE XVIII

TEACHER EVALUATION

- A.** All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited.
- B.** Teacher evaluations shall be conducted in accordance with acceptable, recognized professional standards.
- C.** Conferences following evaluations shall be held when requested either by the teacher being evaluated or the evaluator.
- D.** In cases where an increment may be withheld from a teacher, the Board agrees that written notice of deficiencies in performance and/or any other applicable reason(s) for such withholding of increment shall have been given to the said teacher three (3) months prior to the issuance of contract.

ARTICLE XIX

FAIR DISMISSAL PROCEDURE

A. Re-employment of Non-Tenure Teaching Personnel

1. Non-tenure personnel shall be notified by the superintendent of recommendation for re-employment prior to submission for consideration of the Board of Education.

2. Personnel not desiring re-employment should notify the superintendent prior to the consideration of contracts by the Board of Education.

3. Any action or other matter which in the administration's judgment, may result in the future dismissal or non-reemployment of an employee shall be brought promptly (within five (5) school days) where possible and practicable, to the attention of the employee involved through a written notice and/or conference. Depending on the nature of said action or matter, a conference may be requested by any and all of the following individuals who may be present at the request of either the administration or the employee:

- A. Superintendent
- B. Principal
- C. Vice-Principal
- D. Secondary Supervisor
- E. Department Chairman
- F. SREA P.R.&.R. Committee Chairman

4. A primary objective of all administrative and supervisory acts is the improvement of instruction. Whenever in the professional judgment of an administrator or department chairman the instruction given by a staff member shows deficiencies it shall be the duty of the administrator or department chairman to

point out these deficiencies to the staff member and further, to give specific suggestions of ways and means of improvement. A non-tenure teacher encountering instructional difficulties which could possibly result in non-re-employment shall receive increased observation and supervision with the intent of relieving the difficulties.

5. The staff member shall be given sufficient* time for improvement except in extremely serious cases as provided by law.

6. At the time the second and third contracts are offered they will be accompanied by a covering letter making note of any subject matter deficiencies that are considered sufficient for the denial of the next succeeding or tenure contract.

7. Dismissal or non-reemployment of an employee shall be accompanied by a clear statement of deficiencies to the employee. Any statement of undesirable traits or practices shall be bona-fide, verifiable, and based upon reports made by department chairmen and administrators of the employee's ability to perform his duties. Any employee thus notified shall have a fair opportunity to explain his deficiencies through the channels of a hearing as outlined in part 3.

8. Teachers under tenure shall be covered by procedures outlined in State law.

9. None of the provisions of this Article shall be subject to the Grievance Procedure.

*If the improvement requires changes in such things as teaching methods, lesson preparation, or classroom control, the time from the start of the school year to the last department chairman's evaluation report prior to the issuance of contracts would be considered sufficient.

ARTICLE XX

INSTRUCTIONAL COUNCIL

A. 1. An Instructional Council shall be established no later than one month after the effective date of this Agreement. The purpose of the Council shall be to strengthen the educational program through recommendations, research, and evaluation by the superintendent and the Association to best meet the needs of the students, the schools, and the community. The Council may consider and advise the Board and Administration on such matters as curriculum improvements, teaching techniques, extra-curricular programs, in-service training, pupil testing and evaluation, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings, and other related matters regarding the effective operation of the Southern Regional High School District.

2. The Council shall consist of four representatives appointed by the Administration and five representatives appointed by the Association.

3. The Council shall meet at least six times during the school year.

4. The Council shall establish its own rules of procedure for meetings.

B. 1. The recommendations of the Council shall be submitted to the superintendent for his consideration. The superintendent shall meet with the Council to discuss such recommendations upon request of said Council.

2. Reports of the Council or any Study Committee established by the Council may include minority as well as majority views.

ARTICLE XXI

SICK LEAVE

- A.** As of September 1, 1970, all teachers employed in the Southern Regional High School District shall be entitled to 15 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.
- B.** Teachers shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.

ARTICLE XXII

TEMPORARY LEAVES OF ABSENCE

- A.** As of the beginning of the 1970-71 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
- 1.** Two days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the assistant principal or person in charge of granting such leave shall be made at least three days before taking such leave (except in the cases of emergency) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section.
 - 2.** Up to three days per school year for observance of religious holidays, where said observance prevents the teacher from working on said days.

3. Up to three days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with the permission of the Administration.

4. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.

5. Up to four days at any one time in the event of death or serious illness of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household. In the event of death of a teacher or student in the Southern Regional High School District, the principal shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

6. Other leaves of absence with pay may be granted by the Board for good reason.

ARTICLE XXIII

EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to two years shall be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship.

B. Military leave without pay shall 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.

C. 1. A tenured teacher shall notify the superintendent of her pregnancy as soon as it is medically confirmed. Said teacher shall be placed on ma-

ternity leave without pay commencing three months prior to the anticipated date of birth and terminating the beginning of the next school year following such birth.

2. Any tenured female teacher adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

3. No tenured teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Southern Regional High School District in the area of her certification or competence.

D. Other leaves of absence without pay may be granted by the Board for good reason.

E. 1. Upon return from leave granted pursuant to Sections A, B, of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Sections C and D of this Article unless such increment shall be provided for under the provisions of the leave granted only under clause D of this Article.

2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned within the scope of his certification as determined by the State Board of Examiners.

ARTICLE XXIV

SABBATICAL LEAVES

Sabbatical leave is a plan designed to help maintain instructional service at the highest level of quality and efficiency. While satisfactory service is its prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to employees for their professional advancement so that they may better serve the local school district.

The policy of granting sabbatical leaves of absence is established solely for the purpose of promoting the more efficient conduct of the public schools. In no case, therefore, is an application for such leave recommended by the Superintendent or approved by the Board of Education unless in their considered judgment the professional competence of the staff member and the general efficiency of the school system will thereby be benefitted.

The best criterion for judging a particular leave of absence procedure is whether in the long run it will contribute to the improvement of teaching service.

ELIGIBILITY

1. Any teacher who has completed seven or more years of continuous satisfactory service in the SOUTHERN OCEAN COUNTY REGIONAL HIGH SCHOOL DISTRICT, may, upon recommendation of the Superintendent, provided such applicant shall not have reached his fifty-ninth (59th) birth date, be granted leave of absence for one year for study on a full-time basis. Subsequent leave will not be authorized unless and until one shall have reestablished eligibility by serving another period of seven continuous years of successful service.

2. No more than five (5%) percent of the teaching staff will be granted such leaves at any one time.

APPLICATION FOR LEAVE

3. Application for sabbatical leave shall be made on or before November 15th of any year. If approved, such leave shall officially begin September first (1 September) of the school year immediately following.

4. Application shall be made upon a regular blank form prescribed by the Superintendent and shall include a program to be followed by the teacher during the period of leave.

5. In recommending sabbatical leaves of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service as outlined below. Due consideration shall be given to the reasonable and equitable distribution of the applications among the different schools and departments.

6. Each applicant shall be notified promptly by the Superintendent in writing of the decision of the Board concerning his application.

SENIORITY

7. Seniority ratings at Southern Regional High School are based on a point system with the following provisions:

A. An academic year of professional educational service at Southern Regional High School has a value of five (5) points.

B. An academic year of professional educational service at any other accredited school or college, or a calendar year of military service (maximum allowance — four (4) years), has a value of three (3) points.

C. In cases of equal seniority, and only then, the effort of an individual to improve his academic qualifications during service will affect his seniority rating. In such situations one (1) point will be granted for each six (6) semester hours credit earned. Further, a bonus of

five (5) points will be awarded for a masters degree and ten (10) points will be awarded for a doctorate.

D. Should equal seniority still exist under the , above regulations chronological age becomes the determinant with the older (oldest) individual having precedence.

E. Professional educational service of less than a full academic year but of three months or more duration will be counted one-half year and points will be assigned accordingly.

F. It is the responsibility of each member of the professional staff to advise the P.R.&R. Committee of all pertinent facts affecting his seniority status at this time and as change occurs.

G. The SREA P.R.&R. Committee will keep the Administration and Board of Education advised of the seniority status of all professional staff members. The committee will also advise each individual staff member of his seniority status.

PHYSICAL EXAMINATION

8. If an application for sabbatical leave is favorably considered by the Superintendent, the applicant may be given a physical examination at the discretion of the Board of Education for the purpose of determining whether there is reasonable probability that he or she will be physically able to return to service and teach for the minimum period required by these regulations.

SUBSEQUENT SERVICE

9. As a condition to being granted leave, the teacher shall enter into a contract upon terms to be mutually agreed upon to continue in the service of the SOUTHERN OCEAN COUNTY REGIONAL HIGH SCHOOL DISTRICT for a period of not less than two years after the expiration of the leave of absence.

10. If a teacher fails to continue in service after such leave of absence, such teacher shall repay to the Board of Education a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two subsequent years of service bears to the full two years, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from his obligation.

STATUS OF TENURE AND PENSION

11. The period of sabbatical leave shall count as regular service for the purpose of retirement planning and contributions by the teacher to the N. J. State Teachers' Pension and Annuity Fund shall continue as usual during this period. Tenure rights shall not be impaired.

ILLNESS OR ACCIDENT

12. Should the program of study being pursued by the teacher on sabbatical leave be interrupted by a serious accident or illness during such leave (established by evidence satisfactory to the Superintendent) this fact shall not constitute a breach of the conditions of such leave nor prejudice a teacher against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent was notified of such accident or illness by registered letter within ten (10) days of its occurrence.

FORFEITURE OF LEAVE

13. If the Superintendent is convinced that a teacher on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse after giving the teacher an opportunity to be heard.

SABBATICAL TO MATERNITY LEAVE

14. If a teacher on sabbatical leave of absence shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent and shall be transferred from sabbatical leave to maternity leave of absence as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave.

15. The rules regarding Subsequent Service, as delineated above in paragraphs 8 and 9 of this Article, shall not be voided because of pregnancy and consequent birth. Female teachers will be held accountable under these provisions as so stated.

REINSTATEMENT

16. At the expiration of sabbatical leave, the certified employee shall be reinstated in the position held by such employee at the time such leave was granted, unless he or she shall agree otherwise provided conditions do not arise which, in the judgment of the Board, indicate the desirability of changing such employee's location and type of work, within the school system. Presentation of a written report to the Superintendent in which is stated the activities engaged in while on sabbatical leave and the subsequent benefits expected therefrom is required. This report is due by the September 30th following the sabbatical leave of absence.

SALARY

17. The salary granted to a teacher on sabbatical leave for a full year or two semesters shall be one-half the salary to which he would have been entitled if not on leave, less the regular deductions for U. S. Federal Income Tax, Social Security, and for N. J. Teachers' Pension and Annuity Fund, as computed for all present entrants employed in the State.

18. Salaries shall be paid in accordance with the general time schedule for payment of salaries in the SOUTHERN OCEAN COUNTY REGIONAL HIGH SCHOOL DISTRICT, unless other mutually satisfactory arrangements are made.

ARTICLE XXV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board of Education agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take.

B. Whenever a teacher, department or other unit of the Southern Regional High School, obtains approval from the Superintendent and Board for the design and creation of an innovative curricular activity to be created during a period of not more than one summer school session during July and/or August, said participants shall be remunerated at the rate of pay commensurate with the duties of a summer school teacher.

ARTICLE XXVI

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and/or safety. In the event of disorders or disruptions in the regular school program, the Association shall have the right to meet with the Administration to develop acceptable programs to insure the safety of students, teachers and property.

B. Both parties agree that all laws pertaining to civil, criminal and/or other actions brought against professional personnel in the SOUTHERN OCEAN COUNTY REGIONAL HIGH SCHOOL DISTRICT, shall be adhered to.

C. 1. The Board shall give full support including legal and other assistance for any assault upon the teacher while acting in the discharge of his duties.

2. When absence arises out of or from such assaults or injuries, the teacher shall be entitled to compensation as provided for in the New Jersey Statutes to which the Board has subscribed.

3. The Board shall reimburse teachers for the reasonable cost of any clothing or other personal effects damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment. Such coverage shall not exceed the sum of one hundred and fifty dollars (\$150.00).

4. The Board shall reimburse a teacher for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his employment as covered by the New Jersey State Statutes to which the Board has subscribed.

ARTICLE XXVII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. Both parties agree to adhere to present Board of Education policy in connection with maintenance of classroom control and discipline, insofar as practicable and possible.

B. The Board agrees to adhere to the New Jersey Statutes in connection with maintenance of classroom control and discipline.

ARTICLE XXVIII
INSURANCE PROTECTION

- A.** The Board and the Association agree that the present insurance plan has sufficient coverage for the duration of this agreement.
- B.** The Board further agrees to continue payment of $\frac{1}{2}$ of the premium for existing health insurance coverage of either the individual or family plan.
- C.** The Board agrees that a meeting shall be held between the two Negotiating Committees at a mutually acceptable time to be determined, to discuss the Health Insurance Program.

ARTICLE XXIX
PERSONAL AND ACADEMIC FREEDOM

Both parties agree that teachers shall be entitled to full rights of citizenship and that all laws pertaining to personal and academic freedom shall be adhered to.

ARTICLE XXX
DEDUCTION FROM SALARY

- A. 1.** The Board agrees to deduct from the salaries of its teachers, dues for the SOUTHERN REGIONAL EDUCATION ASSOCIATION, the Ocean County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies to-

gether with records of any corrections shall be transmitted to the treasurer of the SOUTHERN REGIONAL EDUCATION ASSOCIATION by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. The Board agrees to deduct from teachers' salaries money for local, state and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association, provided such discontinuance is not in violation of the N. J. Statutes.

C. Teacher authorizations for dues deductions shall be in writing in the form set below:

— AUTHORIZATION —

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name ----- Soc. Sec. No.-----

School Building ----- District -----

To: Disbursing Officer,
Southern Ocean County Regional
Board of Education

ARTICLE XXXI

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes a Board policy for the term of said Agreement, and both parties shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall be in accordance with existing Statutes and Federal law.

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

D. Copies of this Agreement shall be furnished at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed or hereafter employed by the Board.

E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing at the following addresses:

1. If by Association, to Board, copy to Superintendent at Southern Regional High School, 600 N. Main Street, Manahawkin, N. J. 08050
2. If by Board, to Association, copy to Association President at Southern Regional High School, 600 N. Main Street, Manahawkin, N. J. 08050

F. Except as otherwise provided in this Agreement and under the provisions of Chapter 303, Public Laws 1968, the Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the SOUTHERN OCEAN COUNTY REGIONAL HIGH SCHOOL DISTRICT to the extent authorized by law.

ARTICLE XXXII

DURATION OF AGREEMENT

A. This Agreement, excluding fiscal items, shall be effective as of January 1, 1970 and shall continue in effect until June 30, 1972. All fiscal items for 1970-71 will take effect as of July 1, 1970 with fiscal items for 1971-72 becoming effective July 1, 1971.

1. This article is not intended to abrogate the provisions of Article II of this Agreement.

2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon.

SOUTHERN REGIONAL EDUCATION ASSOCIATION

By **HARRY R. HETRICK**, President

By **MARY LOU FITZGERALD**, Secretary

SOUTHERN REGIONAL BOARD OF EDUCATION

By **ALAN S. BLOCK**, President

By **CHARLES W. MONNETT**, Secretary

Date: **NOVEMBER 26, 1969**

SCHEDULE A

1970-71 TEACHER SALARY GUIDE

Years	Bachelor	Bachelor Plus 30	Master	Master Plus 30	Doctorate
0	\$7,650	\$8,088	\$8,307	\$8,963	\$9,400
1	8,070	8,509	8,766	9,451	9,946
2	8,488	8,930	9,225	9,940	10,493
3	8,907	9,351	9,684	10,428	11,039
4	9,325	9,771	10,143	10,917	11,586
5	9,744	10,192	10,602	11,405	12,132
6	10,163	10,613	11,061	11,894	12,679
7	10,581	11,034	11,520	12,383	13,225
8	11,000	11,455	11,979	12,871	13,772
9	11,419	11,875	12,438	13,360	14,318
10	11,837	12,296	12,897	13,848	14,865
11	12,256	12,717	13,356	14,337	15,411
12	12,679	13,143	13,826	14,837	15,958

NOTE: When salary guide is completed $\frac{1}{2}$ increment will be added every second year until retirement.

Salary guide based on a 10 month contract.

Department Head

A department head's salary shall be based on the teacher's annual salary plus a flat departmental grant of 2% of the teacher's annual salary in addition to 1% for each teacher in the department, including the department head, and 1% for a Supervisor's or Guidance Director's Certificate from the State of New Jersey.

Head of Guidance Department

A twelve-month position with yearly salary 110% of the teacher's salary guide plus department head stipend on total remuneration, as shown above.

SCHEDULE B 1971-72 TEACHER SALARY GUIDE

Years	Bachelor	Bachelor Plus 30	Master	Master Plus 30	Doctorate
0	\$8,262	\$8,735	\$8,972	\$9,680	\$10,152
1	8,716	9,190	9,467	10,207	10,742
2	9,167	9,644	9,963	10,735	11,332
3	9,620	10,099	10,459	11,262	11,980
4	10,071	10,553	10,954	11,790	12,513
5	10,524	11,007	11,450	12,317	13,103
6	10,976	11,462	11,946	12,846	13,693
7	11,427	11,917	12,442	13,374	14,283
8	11,880	12,371	12,937	13,901	14,874
9	12,333	12,825	13,433	14,429	15,463
10	12,784	13,280	13,929	14,956	16,054
11	13,236	13,734	14,424	15,484	16,644
12	13,693	14,194	14,932	16,024	17,235

NOTE: (1) When salary guide is completed $\frac{1}{2}$ increment will be added every second year until retirement.

(2) At all levels and steps, this Guide shall appreciate in an amount equal to the average median percentage increase computed on the percentages (minima and maxima) as they shall have increased over the prior year, as stated by the 1971-72 "New Jersey Teacher Salary Guides" published by the New Jersey Education Association, less eight (8%) percent of said average median salary increases.

Under no conditions will the salary at all levels and steps stated above be decreased.

Salary guide based on a 10 month contract.

Department Head

A department head's salary shall be based on the teacher's annual salary plus a flat departmental grant of 2% of the teacher's annual salary in addition to 1% for each teacher in the department, including the department head, and 1% for a Supervisor's or Guidance Director's Certificate from the State of New Jersey.

Head of Guidance Department

A twelve-month position with yearly salary 110% of the teacher's salary guide plus department head stipend on total remuneration, as shown above.

**SCHEDULE C
EXTRA-CURRICULAR ACTIVITIES
SALARY GUIDE**

Athletic Activities	1970-71	1971-72
Athletic Director -----	\$1,421	\$1,535
Head Football Coach -----	1,312	1,417
Associate Head Football Coach ---	1,038	1,121
Assistant Football Coaches -----	765	826
Track Coach -----	929	1,003
Assistant Track Coaches -----	601	649
Cross Country Coach -----	547	591
Basketball Coach -----	1,093	1,180
Assistant Basketball Coaches -----	656	708
Wrestling Coach -----	1,093	1,180
Assistant Wrestling Coach -----	656	708
Baseball Coach -----	929	1,003
Assistant Baseball Coaches -----	601	649
Intramural Boys Coaches (Per season/sport) -----	273	295
Intramural Girls Coaches (Per season/sport) -----	273	295
Tennis Coach -----	547	591
Field Hockey -----	383	414
Rifle Team -----	273	295
 Non-Athletic Activities		
Newspaper Advisor -----	628	678
Yearbook, Editorial Advisor -----	519	561
Yearbook, Business Advisor -----	410	443
Dramatics Coaches (per play) -----	328	354
Variety Show Sponsors (two) -----	301	325
Student Activities Coordinator -----	519	561
Audio-Visual Technician -----	437	472
Stage Technician -----	547	591
Sr. Band Director -----	383	414
Jr. Band Director -----	328	354
Drill Team -----	355	383
Cheerleader Advisor -----	437	472
Class Advisors — Grade 9 -----	82	89
Grade 10 -----	109	118
Grade 11 -----	301	325
Grade 12 -----	328	354
Publicity Coordinator -----	492	531
Coordinator School Store -----	328	354
Jr. Student Council -----	191	206

NOTE: Note (2) of the 1971-72 Teachers Salary Guide as included in this Agreement will apply.

SCHEDULE D
SCHOOL NURSE SALARY GUIDE

Years	1970-71	1971-72
0	\$6,140	\$6,631
1	6,432	6,947
2	6,725	7,263
3	7,017	7,578
4	7,310	7,895
5	7,673	8,287
6	7,968	8,605
7	8,263	8,924
8	8,558	9,243
9	8,935	9,650
10	9,234	9,973

NOTE: Note (2) of the 1971-72 Teachers Salary Guide as included in this Agreement will apply.

SCHEDULE E
MISCELLANEOUS SALARY GUIDE

	1970-71	1971-72
Homebound Instruction	\$7.65	\$8.26
Federal Programs	\$6.55	\$7.07
Bus Chaperons	\$3.00 per hour	\$3.24
Faculty Substitutes	\$6.00 per period	\$6.48

NOTE: Note (2) of the 1971-72 Teachers Salary Guide as included in this Agreement will apply.