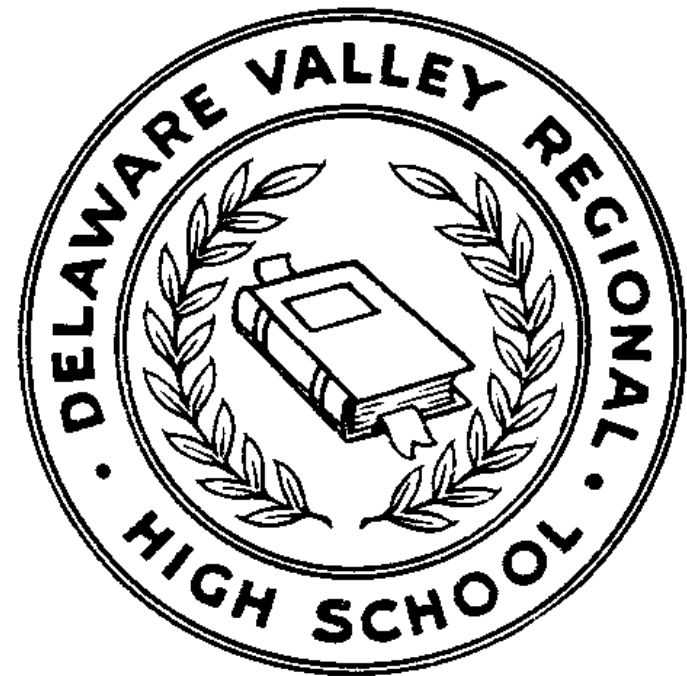


**Contract Agreement
between the
Delaware Valley Regional High School
Board of Education
and the
Delaware Valley Regional
Supervisors' Association**



2004-2007

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POSITION	03-04	04-05	05-06
National Honor Society (2)	\$1,252	\$1,311	\$1,374
Play Director, Fall	\$3,184	\$3,336	\$3,494
Play Director, Spring	\$3,184	\$3,336	\$3,494
Play Director, Fall Assistant	\$2,707	\$2,835	\$2,970
Play Director, Spring Assistant	\$2,707	\$2,835	\$2,970
Plays, Business Manager	\$1,252	\$1,311	\$1,374
Set Design	\$1,494	\$1,565	\$1,639
Soccer, Assistant Coach (4)	\$4,521	\$4,736	\$4,961
Soccer, Head Coach (2)	\$5,977	\$6,261	\$6,558
Softball, Assistant Coach (2)	\$4,521	\$4,736	\$4,961
Softball, Head Coach	\$5,977	\$6,261	\$6,558
Stage Band	\$3,136	\$3,285	\$3,441
Stage Manager	\$2,316	\$2,426	\$2,541
Student Council (2)	\$3,144	\$3,293	\$3,449
Thespians	\$1,494	\$1,565	\$1,639
Track, Assistant Coach (4)	\$4,521	\$4,736	\$4,961
Track Head Coach (2)	\$5,977	\$6,261	\$6,558
Winter Flags	\$1,920	\$2,011	\$2,107
Wrestling, Assistant (2)	\$5,266	\$5,516	\$5,778
Wrestling, Head Coach	\$7,228	\$7,571	\$7,931
Yearbook Advisor	\$3,944	\$4,131	\$4,327
Yearbook Business Manager	\$2,167	\$2,270	\$2,378
CLUBS			
Level 1	\$763	\$799	\$837
Level 2	\$1,269	\$1,329	\$1,392
Level 3	\$1,779	\$1,863	\$1,952
LONGEVITY (for each 10 years of experience)			
Up to \$1,000	\$181	\$190	\$199
\$1,001 to \$2,500	\$302	\$316	\$331
\$2,501 to \$4,000	\$422	\$442	\$463
\$4,001 to \$5,550	\$543	\$568	\$595
\$5,550 and up	\$664	\$696	\$729

APPENDIX F: Schedule B

POSITION	03-04	04-05	05-06
Assistant Athletic Director	\$6,077	\$6,365	\$6,668
Athletic Business Manager	\$4,111	\$4,307	\$4,511
Baseball, Assistant Coach (2)	\$4,521	\$4,736	\$4,961
Baseball, Head Coach	\$5,977	\$6,261	\$6,558
Basketball, Assistant Coach (4)	\$5,266	\$5,516	\$5,778
Basketball Head Coach (2)	\$7,228	\$7,571	\$7,931
Cheerleader, Assistant Coach (2)	\$4,521	\$4,736	\$4,961
Cheerleader, Head Coach (2)	\$5,977	\$6,261	\$6,558
Choir Director	\$3,136	\$3,285	\$3,441
Class Advisor (Seniors)	\$2,983	\$3,125	\$3,273
Class Advisor (Juniors)	\$2,854	\$2,990	\$3,132
Class Advisor (Sophomores)	\$1,119	\$1,172	\$1,228
Class Advisor (Freshmen)	\$994	\$1,041	\$1,091
Cross Country (2)	\$5,977	\$6,261	\$6,558
Delphi(pro-rated to 10 issues/yr)	\$3,771	\$3,950	\$4,138
Drug and Alcohol Coordinator	\$1,269	\$1,329	\$1,392
Drumline	\$1,920	\$2,011	\$2,107
Equipment Manager	\$3,920	\$4,106	\$4,301
Football 1st Assistant	\$5,531	\$5,794	\$6,069
Football, Assistant (4)	\$5,266	\$5,516	\$5,778
Football, Head	\$7,785	\$8,155	\$8,542
Golf	\$4,541	\$4,757	\$4,983
Hockey, Assistant Coach (2)	\$4,521	\$4,736	\$4,961
Hockey, Head	\$5,977	\$6,261	\$6,558
I & RS Coordinator	N/A		
Key Club Advisor (2)	\$3,144	\$3,293	\$3,449
Lacrosse, Head Boys'	N/A	\$6,261	\$6,558
Marching Band , Assistant	\$3,426	\$3,589	\$3,760
Marching Band, Percussion	\$3,426	\$3,589	\$3,760
Marching Band, Front	\$2,912	\$3,050	\$3,195
Marching Band, Head	\$5,285	\$5,536	\$5,799
Mock Trial Advisor	\$3,184	\$3,336	\$3,494
Mock Trial Assistant	\$2,707	\$2,835	\$2,970
Musical, Choreographer	\$2,010	\$2,106	\$2,206
Musical, Director	\$3,184	\$3,336	\$3,494
Musical, Instrumental Director	\$2,707	\$2,835	\$2,970
Musical, Props/Costumes	\$1,125	\$1,178	\$1,234
Musical, Vocal Director	\$2,707	\$2,835	\$2,970

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APPENDIX E: Supervisor Stipend Schedule

<u>Year</u>	<u>Stipend per Supervisee</u>
2004-05	\$805
2005-06	\$805
2006-07	\$805

The athletic director shall receive a stipend of \$500 for supervising head coaches.

The special education supervisor shall receive a stipend of \$500 for supervising 1 to 5 aides or \$1,000 for supervising 6 or more aides.

**2006-2007 SALARY GUIDE
SUPERVISORS**

STEP	MA	MA+15	MA+30	Ed.D.
1	58,700	62,700	66,700	68,700
2	60,025	64,050	68,075	70,100
3	61,375	65,430	69,485	71,540
4	62,750	66,840	70,930	73,020
5	64,150	68,280	72,410	74,540
6	65,575	69,750	73,925	76,100
7	67,025	71,250	75,475	77,700
8	68,500	72,780	77,060	79,340
9	70,000	74,340	78,680	81,020
10	71,525	75,930	80,335	82,740
11	73,075	77,550	82,025	84,500
12	74,650	79,200	83,750	86,300
13	76,250	80,880	85,510	88,140
14	77,875	82,590	87,305	90,020
15	79,525	84,330	89,135	91,940
16	81,200	86,100	91,000	93,900
17	82,900	87,900	92,900	95,900
L	84,300	89,400	94,500	97,600

ARTICLE I: Agreement

A. Recognition

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

Department Supervisors
Athletic Director
Child Study Team Director

B. Definitions

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

C. Application

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

D. Amendment or Modification

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

E. Signatories

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

ARTICLE II: Negotiating Procedure

A. Negotiation Meetings

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

B. Representatives

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

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

C. Interim Meetings

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

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

ARTICLE III: Grievance Procedure

A. Definition

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

**2005-2006 SALARY GUIDE
SUPERVISORS**

STEP	MA	MA+15	MA+30	Ed.D.
1	57,000	60,500	64,000	66,000
2	58,275	61,800	65,325	67,350
3	59,575	63,130	66,685	68,740
4	60,900	64,490	68,080	70,170
5	62,250	65,880	69,510	71,640
6	63,625	67,300	70,975	73,150
7	65,025	68,750	72,475	74,700
8	66,450	70,230	74,010	76,290
9	67,900	71,740	75,580	77,920
10	69,375	73,280	77,185	79,590
11	70,875	74,850	78,825	81,300
12	72,400	76,450	80,500	83,050
13	73,950	78,080	82,210	84,840
14	75,525	79,740	83,955	86,670
15	77,125	81,430	85,735	88,540
16	78,750	83,150	87,550	90,450
17	80,400	84,900	89,400	92,400
L	81,800	86,400	91,000	94,100

**2004-2005 SALARY GUIDE
SUPERVISORS**

STEP	MA	MA+15	MA+30	Ed.D.
1	55,400	58,400	61,400	63,400
2	56,675	59,700	62,725	64,750
3	57,975	61,030	64,085	66,140
4	59,300	62,390	65,480	67,570
5	60,650	63,780	66,910	69,040
6	62,025	65,200	68,375	70,550
7	63,425	66,650	69,875	72,100
8	64,850	68,130	71,410	73,690
9	66,300	69,640	72,980	75,320
10	67,775	71,180	74,585	76,990
11	69,275	72,750	76,225	78,700
12	70,800	74,350	77,900	80,450
13	72,350	75,980	79,610	82,240
14	73,925	77,640	81,355	84,070
15	75,525	79,330	83,135	85,940
16	77,150	81,050	84,950	87,850
17	78,800	82,800	86,800	89,800
L	79,750	83,800	87,850	90,900

B. Grievances

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

C. Grievance Procedure

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

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

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

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

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

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

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

D. Publicity

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

E. Miscellaneous

1. The time limits specified for the grievance steps may be extended by mutual consent of the parties involved.
2. Failure by the employee to meet time limits shall terminate the grievance. Failure by the employer to meet the time limits shall move the grievance to the next step.
3. By following the grievance procedure, the Board or the school administration relinquishes none of its legal prerogatives.

GRIEVANCE FORM

LEVEL 2: Superintendent

DATE PRESENTED: _____

DISPOSITION: Granted: _____ Denied: _____

REASON/S: _____

SUPERINTENDENT'S SIGNATURE: _____ DATE: _____

ASSOCIATION SIGNATURE: _____ DATE: _____

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

GRIEVANT'S SIGNATURE: _____ DATE: _____

LEVEL 3: School Board

DATE PRESENTED: _____ HEARING DATE: _____

ASSOCIATION REPRESENTATIVE: _____

DISPOSITION: Granted: _____ Denied: _____

REASON/S: _____

BOARD SECRETARY'S SIGNATURE: _____ DATE: _____

ASSOCIATION SIGNATURE: _____ DATE: _____

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

GRIEVANT'S SIGNATURE: _____ DATE: _____

LEVEL 4:

The association officer's signature indicated the grievant's dissatisfaction with the disposition Level Three and a desire to proceed to arbitration.

DATE PRESENTED: _____ ARBITRATION DATE: _____

ASSOCIATION REPRESENTATIVE: _____

DISPOSITION: Granted: _____ Denied: _____

FILE NUMBER: _____

APPENDIX A

**DELAWARE VALLEY REGIONAL HIGH SCHOOL DISTRICT
GRIEVANCE FORM**

LEVEL ONE: Principal or Immediate Supervisor

GRIEVANT'S NAME: _____ DATE PRESENTED: _____

DATE OF ALLEGED VIOLATION: _____

ARTICLE AND SECTION OF AGREEMENT ALLEGEDLY VIOLATED: _____

NATURE OF ALLEGED VIOLATION: _____

REMEDY SOUGHT: _____

DISPOSITION: Granted: _____ Denied: _____

REASON/S: _____

PRINCIPAL'S/SUPERVISOR'S SIGNATURE: _____

ASSOCIATION SIGNATURE: _____ DATE: _____

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

GRIEVANT'S SIGNATURE: _____ DATE: _____

4. The grievant has no right to refuse or disobey an administrative directive on the grounds that he has instituted a grievance.
5. The right of a grievant to appeal a decision to the Commissioner of Education or a higher tribunal shall not be denied by the Board. However, if an appeal is made by any party, written notice shall be given to all concerned within fourteen (14) days.

ARTICLE IV: Association Rights and Privileges

A. Information

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

ARTICLE V: Work Year

A. In-School Work Year

1. Ten (10) Month Personnel:
The in-school work year for supervisors employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall be the calendar established by the Board. Ten (10) month supervisors shall be eligible for two (2) non-accumulative vacation days per year.
2. Twelve (12) Month Personnel:
Supervisors employed on a twelve (12) month basis shall be eligible for four (4) weeks of vacation.
3. CST Director
The ten (10) month work year for the CST Director will be extended by at least ten (10) additional days and any additional days beyond the ten (10) as approved by the Superintendent. Those additional days will be compensated at the per diem rate for the CST Director.
4. Definition of In-School Work Year
The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required. The calendar shall include a minimum school day on December 23 when that date is the last student/teacher day before Christmas. The last student/teacher/supervisor day before Christmas shall be a full-length day when it is scheduled prior to December 23.

The calendar shall also include minimum school days for students and supervisors on the last teacher days prior to Thanksgiving and Easter.

5. Inclement Weather

Attendance shall not be required whenever student attendance is not required due to inclement weather.

ARTICLE VI: Work Hours and Work Load

A. Length of Day

The total in-school workday for all supervisors, including the Child Study Team Director, shall consist of not more than seven (7) hours and twenty (20) minutes, which shall include a duty-free lunch period.

The in-school workday for a part time athletic director shall begin at 11:00 AM.

B. Arrival and Dismissal

1. No supervisor shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupil's school day on a regular school day and shall be permitted to leave twenty (20) minutes after the close of the pupil's school day.
2. Supervisors shall be in attendance on full day in-service days on a schedule developed by the Superintendent in consultation with the Association.
3. On days when students are dismissed early for the purpose of scheduling teacher/supervisor in-service, supervisors shall be in attendance until the regular teacher departure time.
4. On the last student day, supervisors may be dismissed, with the permission of the Principal, no sooner than twenty (20) minutes after the close of the pupil's school day or when obligations are met after the pupil departure time, but not later than the regular teacher departure time.
5. On Fridays or on days preceding holidays or vacations, the supervisors' day shall end at the close of the pupils' day; however, supervisors may be required to stay until the last regular bus departs.

ARTICLE XXVII: Duration and Signatures

- A. This Agreement shall become effective on July 1, 2004, and shall continue in effect through June 30, 2007. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless it is mutually extended in writing.
- B. IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at Alexandria Township, Hunterdon County, New Jersey on this 30th day of June, 2004.

DELAWARE VALLEY REGIONAL SUPERVISORS ASSOCIATION

President Date

Chief Negotiator Date

DELAWARE VALLEY REGIONAL BOARD OF EDUCATION

President Date

Chief Negotiator Date

D. Savings Clause

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

E. Separability

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

F. Compliance Between Individual Contract and Master Agreement

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

G. Notice

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

C. Extra Pay for Extra Services

Any supervisor who is required to work beyond the regular supervisor in-school work year as defined in Article V or beyond his total in school work day as defined in paragraph A and B above, shall be compensated at twenty-four dollars (\$24.00) per hour in 2004-2005 and twenty-five dollars (\$25.00) per hour in 2005-2006, and twenty-six dollars (\$26.00) per hour in 2006-2007.

Supervisors used as chaperones will receive compensation at the negotiated teacher rate.

D. Extra Pay for Class Coverage

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

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

Volunteers and assigned supervisors shall receive twenty-four dollars (\$24.00) per every one (1) period covered in 2004-2005 and twenty-five dollars (\$25.00) per every one (1) period covered in 2005-2006, and twenty-six dollars (\$26.00) per every one (1) period covered in 2006-2007.

E. Supervisor Assignments

The daily teaching load for supervisors shall be four (4) periods based on an eight (8) period day. An exception to the four period assignments will occur as follows:

1. Supervisors with 9 or more supervisees shall have 3 assignments, supervisors with 8 supervisees shall have 3.5 assignments, and all other supervisors shall have 4.
2. The Athletic Director is excepted from all assignments for all years of the contract.
3. When the Special Education Department and the Child Study Team are supervised by the same employee, that employee shall have no assignments.

4. No department supervisor will be assigned as coordinator of an additional department.

When a teacher is assigned classes in more than one department, supervised by members of this unit, one supervisor stipend shall be shared according to the proportion of classes assigned from each department. If the teacher is non-tenured, each supervisor will perform at least one observation with the remaining observations shared proportionately. The summary evaluation will be completed by the supervisor whose department provides the greatest number of classes for the teacher with the assistance of the other supervisor(s). A similar breakdown applies for tenured teachers.

F. Faculty Meetings

Supervisors will be required to attend one (1) faculty meeting per month. Faculty meetings will be scheduled on the same day of the week for the entire school year. The particular day of the week will be announced by the administration at the beginning of the school year. Faculty meetings may be scheduled on days other than the specified day in case of emergency such as riots, calamities, and other acts of God. Faculty meetings may last as late as 3:45 p.m.

ARTICLE VIII: Employment Notification

- A. Employees shall be notified of their contract and salary status for the ensuing year no later than April 30.

ARTICLE VIII: Salaries

A. Salary Schedules

1. The salary of each employee covered by this Agreement is set forth in appendixes that are attached hereto and made a part hereof for the 2004 – 2005, 2005 - 2006 and 2006-2007 school years.
2. Ten (10) Month: Each supervisor employed on a ten (10) month basis shall receive his pay in twenty (20) equal semi-monthly installments. The fifteenth and last day of each month are designated as paydays.
3. Exceptions: When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
4. Final Pay: Ten month employees shall receive their final pay on the last working day in June.

ARTICLE XXVI: Miscellaneous Provisions

A. Administrative Lateness

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

B. Administrative Guide

The salary of a supervisor will be assessed for services not rendered or services partially rendered as follows:

1. The accumulation of four (4) latenesses to an assigned duty within any given school year will result in a fifteen dollar (\$15.00) deduction from pay at the instance of the fourth tardiness. Each lateness, after the first accumulation of four (4) in a given school year, will result in an assessment of five dollars (\$5.00) per lateness.
2. Absence during a portion of a working day shall result in an assessment equal to the ratio of the periods missed to the total periods offered, times 1/200 of the employee's annual salary.

Each time an employee is late for an assigned duty, he is to be notified by the administration in writing. The employee shall have the right to justify his lateness.

Whether failure to perform a contracted duty is excusable or not shall be determined by the Principal or Superintendent in accordance with applicable district rules. Tardiness assessment shall not be cumulative from one school year to the next. Records of tardiness and assessment will be retained in the employee's file.

C. Board Policy

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

ARTICLE XXIII: Personal and Academic Freedom

A. Personal

The personal life of a supervisor is not appropriate concern or attention of the Board except as it may directly prevent the supervisor from performing properly his assigned functions during the workday.

B. Academic Freedom

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

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

ARTICLE XXIV: N.J.E.A. Convention

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

ARTICLE XXV: Payment of Dues

The Board of Education shall pay dues for the state and national supervisors' associations for the President of the Delaware Valley Regional Supervisors Association. For all other supervisors, the Board agrees to deduct from supervisors' salaries money for local, state and/or national association services and programs as said supervisors' individually and voluntarily authorized the Board to deduct and to transmit the monies promptly to such Association or associations. Any supervisor may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and appropriate association.

5. Mileage Reimbursement: Reimbursement for mileage traveled while on authorized school business shall be at the rate established by the Internal Revenue Service for each calendar year.

B. Co-curricular Activities

1. Co-curricular activities are listed in Schedule B.
2. Appointments to these duties are on a yearly basis, without tenure.
3. Appointments shall be recommended by the Administration and approved by the Board.

C. Sick Leave Conversion at Retirement

1. Employees who retire and qualify for retirement benefits in accordance with the requirements of the Teachers' Pension and Annuity Fund (TPAF) shall be permitted to convert unused accumulated sick leave days into cash at the time of retirement. Days donated to the sick bank specified in Article XIX of the Agreement shall be excluded from this conversion option. Days withdrawn from the sick leave bank shall be deducted from the individual's accumulated sick leave at retirement prior to calculating severance pay.
2. In order to qualify for payment after the end of the current school year, the employee must give the Board notice of his/her intent to retire not later than September 30 preceding the retirement. Notification after this date shall cause payment to be delayed one year.
3. Supervisors hired after June 30, 2004 shall be entitled to sick leave conversion according to the following scale:

<u>Unused Sick Days</u>	<u>Rate per Day</u>
1 – 50	\$25
51 – 100	\$75
101 – 150	\$125
151 – 200	\$175
Over 200	\$200

To a maximum of \$25,000

Supervisors hired before that date may choose between the above and converting one-half (1/2) of up to 100 accumulated sick days at their per diem rate to a maximum of \$22,000

Barbara Dawson and Darrell Merkel shall be entitled to increase their sick leave conversion maximum by \$1,000 per year for each year during this contract that they decline disability insurance to an absolute maximum of \$25,000 by the third year of declination.

4. The Board agrees to make payment to the estate of any staff member who dies while still in the employ of the Board, according to the formula defined in this section.

ARTICLE IX: Supervisor Assignment

A. Notification

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

ARTICLE X: Notification of Vacancies

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

ARTICLE XI: Home Teaching

Home teaching openings shall be posted as they occur. Homebound instruction rate will be thirty-seven dollars (\$37.00) per hour with one (1) hour guarantee and reimbursement for mileage.

1. Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

C. Assault

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

D. Reporting Assaults

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

3. Consent: Each supervisor/teacher shall have the right to accept or reject a student teacher. The supervisor/teacher shall receive the request to take a student teacher at least nine (9) weeks prior to the student's introduction to the classroom.
4. Released Time: Each cooperating teacher/supervisor shall be provided with release time with pay for attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university.
5. Assignments: A cooperating teacher/supervisor shall not be given additional assignments outside of his regular responsibilities during the period he is supervising student teacher.
6. Materials and Supplies: Each student teacher shall be provided with appropriate materials and supplies including, but not limited to, a copy of each textbook used in any course he is teaching, building policies and grade book.

ARTICLE XXII: Protection of Supervisors, Teachers, Students and Property

A. Unsafe and Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being as determined by the immediate supervisor or a state agency. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board immediately to develop mutually acceptable programs to guarantee the safety of employees.

B. Action before Board or Commissioner

Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any board of education, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching or other assignment to professional field experience, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

ARTICLE XII: Complaint Procedure

A. Procedural Requirements

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

B. Meeting with Principal or Immediate Superior

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

C. Right to Representation

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

D. Procedure

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

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

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

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

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

Article XII: Supervisor Facilities

- A. Special Clothing: The Board shall provide gym uniforms for physical education supervisors, smocks for art and home economics supervisors, laboratory coats for laboratory science supervisor, shop coats for vocational and industrial art supervisors.
- B. Office space and a telephone will provided to each supervisor.

ARTICLE XIV: Temporary Leaves of Absence

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
 - 1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the employee's Principal or other immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies). No personal days are to be requested on an in-service day (except in case of emergencies). Unused personal days shall convert to sick leave at the end of each school year.
 - 2. Up to one (1) day for the purpose of visiting other schools (this paragraph applies only to teaching staff).
 - 3. Five (5) days absence with pay will be allowed for a critical illness or death of a spouse, parent, child, sibling, grandchild, parent-in-law, brother/sister-in-law, grandparent or any other person whose relationship with the employee may be deemed appropriate by the Superintendent; at least one day but no more than two days for the death of first level extended family members not residing in the employee's household.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XV: Extended Leaves of Absences

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

- D. Those employees in the Blue Cross/Blue Shield Major Medical Plan shall first submit prescriptions under their Major Medical coverage. When, during a July 1 - June 30 period, an employee accumulates five hundred dollars (\$500.00) in prescription expenses for the employee, or the employee's spouse, or the employee's dependent; upon submission of the accumulated State Health Benefits verification forms, the employee shall receive reimbursement of one hundred dollars (\$100.00) from the Board of Education. The employee shall be eligible for additional reimbursements of one hundred dollars (\$100.00) for each additional accumulation of five hundred dollars (\$500.00) of an individual's prescription expenses during a July 1 – June 30 period up to a maximum of four hundred dollars (\$400.00) reimbursement per individual per reimbursement period. An employee may apply for reimbursement for two (2) or more people (self, spouse, and/or dependents) whose expenses individually qualify for reimbursement; however, the combined expenses of two or more people will not qualify for reimbursement.

Employees enrolled in Health Maintenance Organization Plans may change coverage to the Blue Cross/Blue Shield Major Medical Plan during the open enrollment period. For employees enrolled in HMO's not providing prescription coverage, reimbursement will only be provided under the provisions of the preceding paragraph.

The Board's liability in any July 1 to June 30 period shall be limited to no more than twenty thousand dollars (\$20,000.00).

- E. Each supervisor shall be entitled to up to \$100 per month towards the purchase of a Board approved Disability Insurance Plan.
- F. Each supervisor is entitled to receive up to \$100 annually towards the uncovered expenses for a physical exam.

ARTICLE XXI: Supervision of Student Teachers

- A. Procedures

The following procedures shall govern the supervision of student teachers:

- 1. Tenure: No supervisor/teacher shall have a student teacher under his supervision unless said supervisor has obtained tenure as a teacher at Delaware Valley Regional High School.
- 2. Voluntary Participation: Supervision by a supervisor/teacher of a student teacher shall be voluntary. Each supervisor/teacher shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment.

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

5. Innovation Grants

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

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

ARTICLE XX Insurance Protection

- A. The Board shall provide health care insurance protection as per the State Health Benefits Plan or equivalent for each employee scheduled to work twenty (20) or more hours per week and the employee's immediate family.

The Delaware Valley Supervisor Association will continue to attempt to eliminate double health insurance coverage.

- B. The Board will provide vision care coverage for all eligible employees and their families where appropriate.
- C. The Board will provide each employee eligible for insurance coverage a 100-50-50 with orthodontic dental plan. The Board will extend said dental plan to family coverage where appropriate.

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

C. Maternity Leave

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

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

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

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

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

D. Child Rearing Leave

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

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

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

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

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

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

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

ARTICLE XVI: Sabbatical Leaves

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

1. Leaves shall be granted for one-half (1/2) year at one hundred (100) percent of the salary that the supervisor would have received had he remained on active duty.

- C. reimbursements for up to three (3) additional credits by any one supervisor during one fiscal year shall be approved in order of request until the amount of maximum liability is reached.

3. C.E.U. Credits:

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

4. Summer program for Professional Development

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

- F. Maternity leave benefits will include the disability of a pregnant employee eligible for sick leave pay under, Article XVI, Section C. of this Contract to draw a maximum of five (5) days from the bank if said pregnant employee has less than forty (40) sick days remaining at the start of the maternity leave. The sum of available sick days and days drawn from the sick day bank shall not exceed the maximum number of sick days provided for pregnancy related disability.

ARTICLE XIX: Professional Development and Educational Improvement

A. Programs

1. Pay and Expenses for Required Training

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

2. Voluntary Professional Growth and Development

Supervisors shall be reimbursed at 100% of tuition costs for graduate courses, up to a maximum of nine (9) credits per year at two hundred fifty dollars (\$250.00) per credit or the highest tuition in a New Jersey State College or university, whichever is greater. The per-supervisor maximum is not to exceed \$2,500.00 per year.

The maximum liability to the Board of Education shall be \$5,000.00. Amounts not expended in one fiscal year shall not be added to money available in the following year. If the cap for tuition reimbursement is insufficient in any fiscal year to meet the demands of all applicants, the following guidelines shall apply:

- A. tuition reimbursement for the FIRST SIX (6) CREDITS taken by any qualified supervisor in a fiscal year shall be based on the total number of qualified teachers taking SIX (6) CREDITS during that fiscal year;
- B. reimbursement for additional courses shall be taken from the balance of funds after the FIRST SIX (6) CREDIT reimbursement; and,

- 2. To qualify, supervisors shall present a program of study, to include a minimum of nine (9) credits of post-graduate work in the half school year, to the Superintendent by November 1 of the school year preceding the year for which the leave is requested. Such course work shall be successfully completed during the period of the leave for the supervisor to have satisfied the conditions of the leave.
- 3. The Superintendent shall review proposals with the Board of Education and notify approved applicants by March 30 of the year preceding the year for which the leave is requested.
- 4. Proposals shall include details of and justification for the program selected.
- 5. A supervisor must have completed at least seven (7) full school years of service in the Delaware Valley Regional High School District to qualify.
- 6. Upon return from sabbatical leave, a supervisor shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of absence.
- 7. A supervisor receiving a sabbatical leave must return to Delaware Valley to teach for the three (3) years following the completion of the leave. If this obligation is not fulfilled, the board must be reimbursed by the recipient. (i.e. - If a supervisor should return from a sabbatical leave, teach in the Delaware Valley Regional High School for one (1) year, and then leave the system, he must repay the Board of Education two-thirds (2/3) of the salary he received during the sabbatical leave.)

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

ARTICLE: XVII: Sick Leave

A. Personal Illness

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

B. Sick Leave Accumulated in Another District

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

C. Quarantine

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

D. An employee shall be granted a sick day in the event of an illness in the immediate family.

ARTICLE XVIII: Sick Day Bank

A. A sick day bank shall be created by the Board for supervisors and teachers who wish to participate.

B. The sick day bank shall be built up and maintained in the following manner.

1. Those who wish to join the bank in a given year are to notify the Superintendent or his designee in writing of their intention to enroll by October 15 of any year.
2. The individuals allotted number of cumulative sick days for that year will be reduced by five (5), and five (5) additional days shall be donated in the succeeding year.
3. The Board shall then place these five (5) sick days in the bank for each of the first two (2) years for each teacher who joins
4. The bank member may not claim these sick days if he withdraws from the bank for any reason.
5. The maximum size of the sick day bank shall be ten (10) days times the number of enrolled members.
6. If, at the end of the school year, the sick day bank drops to or below five (5) days times the number of enrolled members in the following school year, the cumulative sick days for each member will again be reduced by five (5) for that year and the Board shall place the five (5) sick days in the bank for each member.
7. In an emergency as determined by the Day Bank Committee and agreed to by the Board, the members may be asked to relinquish additional accumulated sick days during the year to replenish a depleted bank.

8. The Superintendent or his designee shall be custodian of the sick day bank.

C. The sick day bank shall be available for use in case of major illnesses or disabilities on the following basis:

1. Anyone who has accumulated fifty (50) or more sick days is required to use up fifty (50) sick days during the school year before drawing on the bank.
2. The bank is only to be used for long-term illnesses, that is, those requiring an absence of more than five (5) consecutive working days.
3. If the situation meets the above criteria, the member must apply in writing to the Sick Day Bank Committee, composed of teachers and the Superintendent, who may grant additional sick days from the bank. If they so decide, they then certify to the Superintendent or his designee the member to whom the sick days are to be granted and the number of days involved. If the time allotted is insufficient, a new application may be made; conversely if all the days allotted are not used, they revert, to the bank. If the member is incapacitated, application may be made on his behalf by the next of kin or guardian.
4. All applications must be accompanied by a written certification of the need by a practitioner licensed in the area in which the illness occurs.
5. No more than one hundred seventy (170) sick days may be granted to any one member in any school year.
6. Any members who have fifty (50) or fewer sick days may retain two (2) sick days for use during the course of the remainder of the school year. If these days are not needed by the member they will be returned to the bank.

D. Members who are on extended leaves of absence or sabbaticals will neither be required to contribute to nor be allowed to draw on the sick day bank. Upon their return, their rights and obligations will be reinstated in full.

E. First year supervisors/teachers will be allowed to become members of the bank without having their number of permitted sick days reduced and will be allowed, subject to the conditions in Section C. above, to draw on the bank for up to twenty (20) more sick days but not after March 30 of their first year if their contract is not to be renewed. After the first year, their membership shall be based on complying with the terms of Section B. above, except that prior to attaining tenure they will not be allowed to draw on the bank after March 30 if their contract has not been renewed.