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**ARTICLE 1
RECOGNITION**

A. The Board of Education of the Delsea Regional High School District hereby recognizes the Delsea Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment of all certified personnel under contract, whether on leave or on a per diem basis, including:

Unit A	
Classroom teachers	Librarians
Nurses	Guidance Counselors/SAC
Internal Suspension Monitors	Learning Disabled Specialist
Social Worker	Teacher/Basic Skills Monitors
School Psychologist	

But excluding:

Superintendent	Teacher Aides
Principal	Guidance Director
Vice-Principal	Athletic Director
Custodial Staff	Supervisory employees
Transportation employees	Secretaries
	Interpreters (Signers)

B. Unless otherwise indicated the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Delsea Education Association in the negotiations unit as above defined, and references to male teachers shall include female teachers.

C. Dues Deduction and Agency Shop

1. The Board agrees to deduct from the salaries of its employees, subject to this agreement, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.93, as amended.
2. A check-off shall commence for each employee who has signed a properly dated authorization card, supplied by the Association and verified by the Board Secretary, during the month following the filing of such card with the Board.
3. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish the Board written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board either new authorizations from its member showing the authorized deduction for such employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

4. The Association will provide the necessary "check-off authorization" form and will secure the signatures of its members on the forms and deliver the signed forms to the Board Secretary.
5. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Board. The filing notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.93, as amended.
6. Representation Fee

The Association shall, on or before the 2nd Friday in September for 2000-01 and for all contract years following, deliver to the Board a written statement containing the following:

- a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4. A statement that the Association has established and maintains a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4 and that a copy of the procedure has been provided to the Board and to each person subject to this provision. A statement establishing the amount of yearly representation fees to be deducted from the salary of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments shall be given to the Board. A list of all bargaining unit members who have failed to become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement provided, however, that no deductions shall be made from the wages of any person who has not received from the Association a copy of the demand and return procedure.
 - b. Teachers working in the Delsea Regional School District who are not recognized under Article I shall pay a portion of the representation fee equal to 85% of the fee according to the number of classes that they teach in the district (i.e. a teacher teaching one class would pay at a rate of 1/5th of the 85% of that year's representation fee).
7. Beginning with the first full pay period in October, the Board will commence deductions (of the representation fee) from salaries of employees in accordance with paragraph 8 below and will promptly transmit the amount so deducted to the Association.
 8. Payroll Deduction Schedule - The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the school year in question. The deductions will begin with the first paychecks:

- a. In October; or
 - b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in the bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.
9. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
10. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with this provision.

ARTICLE 2 NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations should begin no later than one hundred and twenty days prior to the budget submission date of the public employer in the year the agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, and be signed by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection all public records, data, and information of the school district.
- C. Neither party in any negotiations shall have any control over the selection of the negotiations 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. Negotiation Session
1. The Association and the Board shall submit a complete bargaining proposal for a successor agreement not later than December 1, of the appropriate year.

If mutual agreement on all items has not been reached by December 20, the following options shall be available:

- (a) The time deadline may be extended by either party, or
 - (b) Either party may declare an impasse concerning terms and conditions of employment. Upon declaration of an impasse, negotiations shall be resolved in accordance with Chapter 123, Public Laws 1974.
 2. During the negotiation period as many meetings as necessary will be held to reach agreement on the terms and conditions of employment.
 3. Each party shall submit to the other, at least (3) days prior to a meeting, an agenda of the items to be discussed.
 4. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
 5. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the President of the Board and the President of the Association, and be subject to the approval of a majority vote of both parties.
- E. Except as this agreement shall hereinafter otherwise specifically provide, on the effective date of this agreement, terms and conditions of employment applicable to employees covered by this agreement as established by the rules, regulations, 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 or applied so as to eliminate, reduce, or otherwise detract from any teacher benefit existing prior to its effective date.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE 1 of this agreement, with any organization other than the Association for the duration of this Agreement.
- G. 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.
- H. The Board and the Association each agree to pay one-half (1/2) of the cost of the final printing of a mutually agreed number of copies of this Agreement.
- I. The Association agrees to distribute copies of this Agreement to the membership. The Board assumes no responsibility in this regard.

**ARTICLE 3
TEACHER RIGHTS**

- A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize and join the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Law 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be disciplined, reprimanded, reduced in rank, title or compensation or deprived of any written or existing professional advantages without reasonable cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview. Any suspension of a teacher pending charges shall be with or without pay pending final determination of the same, and if the charge is dismissed, the person shall be reinstated immediately with full pay as of the time of such suspension as stated in Title 18A:6-14.

**ARTICLE 4
ASSOCIATION RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish to the Association in response to reasonable requests from time-to-time all available information concerning the financial resources of the district, including but not limited to annual financial reports and audits, register of certificated personnel, agendas and minutes of all Board meetings, census data, names and addresses of all teachers and such other information that shall assist the Association in developing intelligent,

accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal shall be notified at least three (3) days prior to the meeting of the time and place of such meetings and his/her approval shall be required.
- C. The Board shall grant, with full pay, to the President of the Association, five (5) days during the school year if elected to a State or National Office, which office shall be as N.J.E.A. President or N.E.A. officership. The President shall notify the Principal at least two (2) days in advance of the absence.
- D. The D.E.A. President and/or other Association officers will act in an advisory capacity to the Administration in their planning or orientation and in-service programs.

ARTICLE 5 WORK YEAR

- A. Employees covered by this agreement, shall work no more than one hundred and eighty-seven (187) workdays, beginning September 1 through June 30, except for new employees. These days shall be utilized for classroom instruction, in-service training, and other educational purposes at the discretion of the Board of Education.
- B. New teachers will be required to report for one (1) additional day that will be utilized for orientation of new teachers to the practices and procedures of the District. New teachers may be required to start before September 1.
- C. The Association may submit a letter to the Superintendent containing any recommendation for the utilization of workdays. The letter will be reviewed by the Superintendent and the Board, but final determination on the utilization of workdays will remain at the discretion of the Board.

ARTICLE 6 TEACHING HOURS AND TEACHING LOAD

- A.
 - 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by signing in the morning. Teachers shall be punctual in meeting their responsibilities.
 - 2. The arrival and departure times for all teachers shall be designated by the Board, however, their professional days shall consist of not more than seven (7) hours and ten (10) minutes which shall include a duty-free lunch period. By way of clarification, the parties further understand that afternoon bus duty may extend the

work day beyond seven (7) hours and ten (10) minutes.

- a. After an employee has completed his/her assigned (28) periods of teaching per week and is assigned to cover a class, that employee shall be reimbursed at a rate of ten dollars (\$10.00) for each coverage commencing with the first (1st).

If the substitute daily rate increases, the rate of reimbursement for class coverage shall be adjusted proportionally. The formula shall be the current daily substitute rate divided by seven (7) periods per day.

- b. With respect to the assignment of a sixth (6th) teaching period, the following procedure shall be used:

- 1.) The Board shall first select from among qualified volunteers those teachers who will be assigned to teach six (6) periods.
- 2.) In the absence of sufficient qualified volunteers, the Board shall exercise its discretion in selecting staff for appropriate assignments.
- 3.) A teacher may not be assigned to a sixth (6) period assignment for two (2) consecutive years unless
 - (a) There is no other qualified teacher available for assignment, or the teacher volunteers for the assignment.
- 4.) Selection of staff from among qualified volunteers shall be at the Board's discretion. Selection of staff from among non-volunteers shall be at the Board's discretion, subject to the conditions of paragraph 3.
- 5.) In all selection situations, the determination as to whether a teacher is qualified is reserved by the Board with consideration given to such factors as certification, current/recent teaching experience, evaluations, attendance, and the annual professional improvement plan.
- 6.) Compensation for 6th period -

2004-05	\$3,850
2005-06	\$4,000
2006-07	\$4,150

This shall be incorporated into the regular salary for pension purposes only and not for percentage increases. The stipend shall be incorporated as of the first pay in September of each year and/or the first pay to new teachers whose contracts begin during the contract year.

- 7.) Teachers who are assigned to proctor courses via the Internet, or to supervise, proctor, or act as moderator in the distance learning lab shall be compensated for that assigned course at the rate of the sixth period class stipend. Proctoring a course may include keeping current with class assignments, acting as tutor/advisor to students regarding class activities, and ensuring that the computer lab is ready for class

activities. In addition, the teacher assigned as proctor will be responsible for class attendance, controlling student behavior in a computer lab setting, and submission of grades into the school computer system. Teachers who have such a course assigned shall be recognized as teaching a course.

8.) A sixth (6th) period shall be defined as an assignment for an additional 5 teaching periods per week for 43 minutes of contact time. If a teacher is assigned to a lab class or classes that do not equate to 5 full periods per week, that teacher will also be assigned tutorial sessions within his/her departmental area to fulfill the remaining class periods. Teachers will be required to maintain a managed instructional atmosphere. Sixth period teachers may be assigned for a full year, a semester, by marking period, or as a need arises for assignments less than a full year.

c. The Association agrees to permit its members to staff an internal suspension duty on a volunteer basis. Teachers volunteering for assignment will be paid at the sixth period teaching stipend for that year, for the sixth and/or seventh period.

Staff members who have volunteered and have only five teaching assignments will be given preference for the internal suspension assignment over a teacher who has already been assigned six teaching assignments.

It is agreed that both the sixth and seventh period shall be incorporated as of the first pay in September and/or the next pay when included as part of his/her responsibility.

The administration will be responsible for the staffing process from the volunteer list.

B. Each teacher shall be entitled to one prep period per day. If a teacher is required to assume another assignment during his/her prep period, the teacher shall be compensated for each such lost prep period in the amount of ten dollars (\$10). If the substitute daily rate increases, the rate of reimbursement for class coverage shall be adjusted proportionally.

C. Nothing contained herein prohibits or limits the right of the Board from assigning the extra duties normally associated with the teaching profession so long as those additional assignments do not contradict agreements in this contract. It should also be made perfectly clear that attendance at professional staff meetings before or after regular "teaching" hours is mandatory and recognized in the fixed annual compensation. Attendance or participation in Parent-Teacher Nights, Open House, and similar school activities is a teacher's responsibility. Teachers shall be required to attend no more than four (4) Parent-Teacher Nights/Open Houses combined per year. The April Conference Night will be eliminated, but

all staff will be required to attend one co-curricular activity, i.e. concerts, productions, graduation, etc. Athletic events will not qualify. The term “professional staff meeting” does not include training sessions or teacher-in-service, but does include meetings necessary to meet the educational needs of a student or legal issues. The frequency and duration of professional staff meetings shall be scheduled with due regard given to the reasonable time concerns of the professional staff, the agenda, and the needs of the educational system, among other considerations, and they shall be no more than one (1) hour in duration per meeting unless an emergency situation occurs which would require additional time.

- D.
 - 1. Teachers shall have a duty-free lunch period that shall be no more than student lunch periods and no less than 22 minutes. In addition, the duty-free period does not include passing time between periods. In the 2004-2005 school year, an additional 5 minutes will be added to the student and teacher lunchtime. Minutes will be taken from homeroom on non-instructional time in 2004-2005, 05-06, 06-07. If the Board is required to administer a breakfast program in the Middle School in 2005-06, the association will bring this concept to the membership to vote on whether to continue the longer lunch. If voted not to continue, we will return to the 2003-04 lunch schedule. If agreed to continue, 5 minutes will be added to the length of the day.
 - 2. Teachers may leave the building during their duty-free lunch period by “signing out” telling where they have gone.
- E. The notice of an agenda for regular faculty meetings shall be given to the teachers involved at least three (3) school days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda. The agenda shall state time of meeting. All teachers will be required to attend the meeting at the time stated, unless they are directly supervising students in a school sponsored activity.
- F. Teacher participation in extra curricular activities shall be voluntary and shall be compensated according to the rate of pay as negotiated in schedules B and C. Such participation shall not conflict with instructional and other assigned responsibilities. Changes in assignments or activities necessitated by conflicts must be approved by the Administration. Teachers who have accepted extra-curricular activity assignments shall give the Administration a minimum of sixty (60) days notice if they wish to be released from the assignment.
- G. Teacher participation in field trips which extend beyond the teacher's in-school workday, and overnight or weekend trips, shall be voluntary.
- H. Teachers acting as President of the DEA will be assigned a duty-free period to perform administrative/presidential liaison duties.
- I. Teachers assigned to block scheduled classes who, as a result of the block schedule, have forty (40) minutes or more of additional student contract time per week, will be assigned one (1) duty-free period per week.

- J. Teachers shall have no more than three different class preparations. Anytime it is necessary to assign a teacher more than three preparations, an extra preparation period will be assigned in place of a duty.

**ARTICLE 7
CLASS SIZE**

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, availability of qualified teachers and the best interests of the district as deemed administratively feasible. The Board agrees to aim for a limit of twenty-five students per class whenever possible.

**ARTICLE 8
NON-TEACHING DUTIES**

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should to the extent possible be utilized to this end.
 - 1. A teacher 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 the Building Principal or the Superintendent of Schools. He/she shall be compensated at the current IRS rate per mile for the use of his/her own automobile. Approval to drive is contingent at the onset of an appropriate driver's license to drive such vehicle as may be required during the school term in keeping with existing laws, and/or regulations for transportation of pupils in the State of New Jersey.
 - 2. 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/her own automobile in the performance of school duties providing that the teacher has filed the appropriate certificate with the Board Secretary and that his/her insurance is in force in accordance with Board policy.

**ARTICLE 9
TEACHER EMPLOYMENT**

- A. A teacher's contract shall stipulate the salary, its components, and the term of the contract.
- B. When a teacher who has performed satisfactory service in the District and has left the District of his/her own volition is re-employed by the Delsea Regional High School District, he/she will be credited with all benefits including being employed at his/her proper step on the salary guide, which will include all intervening years of public school experience and educational advancement.

- C. Teachers shall be notified of their employment status no later than May 9th.
- D. A teacher's contract may be terminated at any time by either party giving to the other 60 days' notice in writing of intention to terminate the same. This shall in no way violate tenure or any other rights under existing State law.

**ARTICLE 10
TEACHER ASSIGNMENT**

Assignments shall be made at the discretion of the administration and within the area of teacher competency, teaching certificate, or his/her major or minor field of study, except with the agreement of the teacher.

- (a) All teachers shall be given written notice of their teaching assignments by August 1st of the current year.
- (b) In the event that changes are necessary after August 1st, any teacher affected shall be notified as soon as possible.

**ARTICLE 11
PROMOTION, VOLUNTARY, INVOLUNTARY TRANSFER
AND REASSIGNMENTS**

In accordance with the decisions of the courts of New Jersey, including the Ridgefield Park Board of Education Case, it is the exclusive province of the Board of Education to determine matters related to promotions, voluntary, involuntary transfers, and reassignments. Such decisions of the Board of Education shall be final and binding and not subject to the grievance procedure of this Agreement.

Promotional opportunities and other vacancies will be posted on the Central Office bulletin board for a three (3) day period. A copy of such posting notice shall be sent to the Association. Any teacher may apply for a promotional vacancy or such other vacancy, and the decision on the assignment will be made at the discretion of the Superintendent and the Board. Applications will be considered, should such promotional opportunity or other vacancy occur, either during the school year or during the summer. The application should be renewed annually.

Transfers in changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments in transfers, the convenience and the wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school district and the pupils. When an involuntary transfer or reassignment is necessary, a teacher's certification, length of service in the District, and extra-curricular involvement shall be considered in determining which teacher is to be transferred or reassigned.

**ARTICLE 12
TEACHER EVALUATION**

Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners. Non-tenured teachers will be evaluated at least three (3) times during each year, and tenured teachers will be evaluated at least two (2) times during each year. No more than one (1) evaluation will take place in each calendar month, and all minimal evaluations shall be made by May 15 of the school year. If the minimum number of evaluations is not made, then the Board would be barred from making a decision that would adversely affect the status of a teacher.

A teacher who, in the opinion of the certified supervisor, is having difficulties in handling assignments may be given more evaluations than the minimum. A written report shall be completed and signed by the certified evaluator. A copy of the report shall be given to the teacher. The teacher shall receive a copy of the report two (2) days prior to any evaluation conference. The teacher or the certified evaluator may request an evaluation conference.

If the teacher refuses the evaluation conference, the teacher and the certified evaluator will sign the evaluation report and the report will be placed in the teacher's personnel file. If an evaluation conference occurs, the teacher and the certified evaluator will sign the evaluation report that is placed in the teacher's personnel file after the evaluation conference is terminated.

A teacher may submit his/her own evaluation, if he/she does not agree with the certified evaluator's evaluation. A teacher may request the scheduling of a conference on the evaluation with the Principal or the Superintendent in addition to the conference with the certified evaluator.

**ARTICLE 13
TEACHER FACILITIES**

The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained.

**ARTICLE 14
TEACHER ADMINISTRATION LIAISON**

The administration will meet with the Association's Liaison Committee on an as needed basis at a time mutually acceptable to both parties.

**ARTICLE 15
TEMPORARY LEAVE OF ABSENCE**

- A. All teachers shall be granted temporary leaves at full pay provided that they comply with the regulations, as stated in this Article.
- B. Bereavement Leave - An allowance of up to three (3) days shall be granted for death in the

immediate family. The immediate family is defined as father, mother, spouse, child, brother, sister, grandparent, mother-in-law, father-in-law, or any legally domiciled member of the immediate household. An allowance of (1) day shall be granted to attend the funeral of other blood relatives of the employee not listed above, as well as the following non-blood relatives:

- Sister-in-law
- Brother-in-law
- Daughter-in-law
- Son-in-law

C. Personal Leave -

1. An employee may request up to three (3) days unchallenged personal leave per year. The request for personal leave will be made on the proper form.
2. The following regulations shall apply to the granting of all personal days:
 - (a) The proper form must be filled out by the employee and submitted to the Superintendent's office and must be on file in the office of the Superintendent at least twenty-four (24) hours before the commencement of the leave.
 - (b) No more than six (6) employees will be permitted to utilize personal leave on the same day.
 - (c) Personal day approvals shall not border a national or school holiday or teacher in-service day.
 - (d) Unused personal days shall be converted to sick leave days.

D. Sick Leave - All employees will be entitled to ten (10) days sick leave per year with full pay. This leave shall be accumulative from year to year. This leave should be taken only in cases of illness which would interfere with the successful completion of teaching responsibilities. In cases of prolonged illness in excess of five (5) days, which will necessitate prolonged absence, it shall be necessary for the teacher to submit a medical excuse from a doctor to the Office of the Superintendent.

ARTICLE 16
EXTENDED LEAVES OF ABSENCE

A. Unless otherwise indicated, the following conditions shall apply to extended leaves of absence:

1. Requests for all leave shall be in writing.
2. Eligibility shall be based on a minimum of four (4) years continuous employment in the district.
3. All extended leaves shall be limited to one year. Further extension shall be at the will

of the Board.

4. Salary increments shall not accrue, unless an individual exception is made by the Board.
 5. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
 6. Written notice of intention to either return or resign shall be given to the Superintendent of Schools by March 1st of the year in which leave expires.
 7. Re-employment during the school year shall be at the discretion of the Board.
- 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 induction or initial enlistment, or to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.
- C. Anticipated Disability Leave

An employee who anticipates disability shall so notify the Superintendent as soon as the employee is under medical supervision for the condition and a date is projected for the anticipated disability. Because of the potentially disabling nature of pregnancy and the certainty of temporary disability at birth, the Board will presume that a pregnant employee is disabled for work thirty days before the anticipated date of childbirth and continues to be disabled for thirty days after parturition, except that any such employee who presents medical certification of her fitness may continue to work until she is actually disabled and may return to work as soon as she is able.

The Board reserves the right to require an employee who requests an extended leave of absence that includes anticipated disability to commence and/or terminate the leave at times that insure continuity in the educational program. Whenever possible, partial year leaves of absence will begin and end at divisions in the academic calendar and will cause not more than one interruption in teaching continuity during the school year in which the leave is taken. No person who is required to take leave at a time other than that requested will be denied the use of sick leave for the anticipated disability that occurs or is presumed to occur during the leave.

An employee who anticipates a disability may request a leave of absence to commence before and to extend beyond the period of disability. Any such request shall be subject to Board discretion. An employee on voluntary leave of absence is not eligible for sick leave pay for disability occurring during the period of absence.

The Board, in its discretion may require a review and examination of the employee's condition by a Board selected physician as to the employee's fitness to continue in employment. If, as a result of such examination, the employee is found to be unfit to

perform assigned duties, the employee shall be placed on sick leave for the duration of the disability with such compensation, if any, to which the employee is entitled under the terms of the agreement. The opinion of a third unrelated physician, as selected by the parties, shall govern in cases of disagreement between the employee's physician and the Board selected physician as to the employee's medical condition.

D. Leave Under the Family Leave Act

1. Leave to provide care as the result of the birth or adoption of a child or a serious health condition of a family member (as defined in the Act) or the employee is available to eligible employees pursuant to the Federal Family and Medical Leave Act and the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq. Any such leave shall be in accordance with all statutory requirements and procedures.
2. Pursuant to the Act, eligible employees are entitled to take up to a maximum of twelve (12) weeks of leave in a 12 month period. The 12 month period commences with the beginning of the leave.
3. Pursuant to the requirements of the Act, the Board will maintain in effect, for up to the maximum 12 week duration of leave under the Act, the employee's health insurance coverage as if the employee had continued in active employment.
4. Employees desiring family leave must submit a leave request indicating the starting and ending dates of the leave.
 - (a) Leave for Maternity/Child Rearing Purposes
Requests for family leave taken for the birth or adoption of a child shall be submitted at least 30 days prior to the anticipated commencement of the leave, except in cases of medical emergency. Leave must be taken consecutively and must begin within one year of the adoption or birth.
 - (b) Leave to Care for Family Member with Serious Health Conditions
An employee requesting family leave to be taken for the serious medical condition of a family member shall provide at least fifteen (15) days prior notice to the commencement of the leave, except where emergency circumstances warrant shorter notice. The leave request shall include a prearranged commencement and expiration date. The leave may be taken consecutively or intermittently, depending upon the legitimate needs of the employee.
5. An employee desiring to take leave in excess of the maximum 12 weeks allowable under the Family Leave Act must include a request for this additional leave time along with the original Family Leave Act request. Such additional leave may be granted at the discretion of the Board. Generally leave granted shall not exceed one (1) year, unless by special permission granted by the School Board at its discretion after consideration of an individual case.

6. No salary shall be paid to any employee on leave under the Family Leave Act, nor shall any rights or benefits accrue during the period of leave.
7. Upon return to employment following leave under the Family Leave Act, the school shall offer the job held by the employee before going on leave or a substantially equivalent position, except as his/her entitlement to a position may have been affected by a reduction in force.
8. The Board shall require the certification of the health care provider verifying the purpose of the requested family leave. In the event the Board doubts the validity of the certification, the employee shall obtain the opinion of a second health care provider approved by the Board. If the certification and opinion disagree, the employee shall, at Board expense, obtain an opinion from a third health care provider approved by both the employee and the Board.

The opinion of the third health care provider shall be final and binding.

- E. Upon return from leave granted pursuant to Section B of this Article, a teacher shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure.

ARTICLE 17 PROTECTION OF TEACHERS, STUDENTS, PROPERTY

The Board agrees to abide by all N.J. laws and regulations and the Statutes in Title 18A.

ARTICLE 18 PROFESSIONAL RELATIONSHIPS

- A.
 1. All public conversation between the teacher and his/her supervisors shall be conducted on a highly professional level.
 2. All constructive criticism of teachers by supervisors shall be on a highly professional level and will be done in private.
- B. The Teacher has the right and responsibility to determine grades based upon his/her professional judgment or available criteria pertinent to any given subject area or activity for which he/she is responsible. In the event that a teacher's superior desires to alter or change a grade, a conference between the teacher and his/her superior shall be held to determine the validity of such alteration or change. If after the conference the administrator changes a grade, the administrator must certify that the change was made without the teacher's approval by affixing his/her signature to the permanent report card. Board guidelines, policies, and administrative directives on grading will be adhered to at all times by instructional personnel.

ARTICLE 19
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint by an employee of the Public School System that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation, or inequitable application of an established policy governing employees except that the term "grievance" shall not apply to:
 - (a) any matter for which a method of review is prescribed by law or
 - (b) any rule or regulation of the State Commissioner of Education or
 - (c) any by-law of the Board of Education except those that have been pre-empted by Section 13 of Chapter 123, Laws of 1974 or
 - (d) any matter, which according to law, is either beyond the scope of Board authority or limited to a unilateral action by the Board alone or
 - (e) a complaint of a non-tenure teacher which arises by reason of his/her not being re-employed
 - (f) or a complaint by certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated by the employee within twenty-five (25) days of its occurrence. If grievance is continued beyond the last working day of the school year, any reference to days shall be construed to mean week days.
2. A "grievant" is an employee of the Association who files a grievance.
3. "Day" means calendar day. Saturdays, Sundays, and state mandated legal holidays are excluded as the last day of the time limit.
4. "Representative" is a person or agent designated to represent either party in the grievance procedure.
5. "Party in interest" is a person, agent, or agency with an interest in the grievance.

B. Purpose--

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may, from time to time, arise regarding allegations that specific provisions of this Agreement have been violated. Both parties agree that these proceedings will be kept as informal and confidential as possible at any level of the procedure.

C. Procedure--

1. Time Limit - The number of days indicated 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. Year End Grievances - In the event a grievance is filed at such a time that it cannot be processed through all of the steps of this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, the grievance could result in irreparable harm to a party in interest, the time limit 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 practical.
3. Specified Time Limits -
 - a. Failure by a grievant to process a grievance within the specified time limits of this procedure shall render the grievance as settled in favor of the Board.
 - b. Failure to issue a decision within the specified time limit of this procedure shall render the grievance settled in favor of the grievant.

D. Processing --

1. Level 1 - Principal or Immediate Supervisor - A grievance to be considered under this procedure must be initiated by the employee within twenty-five (25) days of its occurrence or at the time when the aggrieved would have been reasonably expected to know of the occurrence. A teacher with a grievance shall first submit the grievance in writing to his/her principal or immediate superior. The grievant may submit the grievance directly or through the Association's designated representative. The grievance must be on the proper form. The following should be set forth on the grievance form.
 - (a) The nature of the grievance.
 - (b) The section of the contract that is specifically violated.
 - (c) The results of previous discussions, if any were held.
 - (d) If the grievance is processed above Level 1, the grievant should note his/her dissatisfaction with the decision previously rendered.The principal shall communicate his/her decision to the grievant in writing within five (5) days after receipt of the written grievance.
2. Level 2 - The grievant may appeal the principal's or first level supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be filed within ten (10) days of the receipt of the decision of the principal or first level supervisor. This appeal to the Superintendent must also be in writing and it must note the matters submitted to the principal as specified above and his/her dissatisfaction with decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible and in any case, within ten (10) days after receipt of the Principal's decision. The Superintendent shall communicate his/her decision in writing to the grievant and the principal or first level supervisor.
3. Level 3 - Board of Education - If the grievance is not resolved to the grievant's satisfaction at the Superintendent's level, the employee may request that this grievance be forwarded on appeal to the Board of Education within ten (10) days after receipt of the Superintendent's decision. This request shall be submitted in writing to the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or committee thereof, shall review the

grievance and shall, by mutual agreement of both parties, hold a hearing with the grievant and render a decision in writing within thirty (30) days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later. The decision of the Board will be final and binding unless the grievant appeals the decision to an advisory arbitrator within ten (10) days after the employee has received the Board's decision in writing.

4. Level 4 - Fact Finding

- a. If the employee is dissatisfied with the decision of the Board of Education, only the Teacher's Association may request the appointment of an advisory arbitrator. Such a request is to be made known to the Superintendent of Schools no later than ten (10) days after the employee receives written notice of the decision of the Board of Education. The Association agrees to save the Board of Education harmless from any legal action or suit that may occur as a result of the Association's exercise of its rights in this paragraph.
- b. This request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing, of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal.
- c. A joint request will be made to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an advisory arbitrator in the dispute in question.
- d. The advisory arbitrator shall be selected in accordance with PERC rules and procedures.
- e. If the parties are unable to determine, within ten (10) days of the initial request for fact finding, a mutually satisfactory fact finder from the second submitted list, the PERC may be requested by either party to designate a fact finder.

5. Limitations -

- a. The advisory arbitrator shall limit the hearing to the issue submitted to him or her and shall consider no other material or evidence.
- b. The advisory arbitrator can add nothing to, nor subtract anything from the Agreement between the parties.
- c. The hearing will entertain evidence, testimony and arguments only on those matters that are specifically considered grievable under this contract as defined in Section A-1 of this Article.
- d. The advisory arbitrator shall establish rules for the hearing, except as is provided herein.
- e. The advisory arbitrator shall first rule on the admissibility of the grievance to the fact finding hearing, if so requested by either party.
- f. The advisory arbitrator shall have no power to make an advisory award inconsistent with law.
- g.

E. Cost

1. Each party will bear the total cost of case preparation and representation incurred by that party. The fees and expenses of the advisory arbitrator are the only costs which will be shared by the two (2) parties and such costs will be shared equally.
2. If time is lost by an employee due to the fact finding proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must be either without pay or charged to personal time. Employee case preparation and post-hearing briefings will not be conducted during scheduled assignments.

F. General Provisions

1. Right of Representation - Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected or approved by the Association. The Association agrees to save the Board of Education harmless for any legal action or suit that may occur as a result of the Association's exercise of its rights in this paragraph.
2. No prejudice will attend any party in interest by reason of the utilization of participation in the grievance procedure.
3. The filing or pendency of any grievance shall not impede the normal management and operation of the schools.
4. All records of grievance processing shall be filed separately.
5. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Association will distribute the forms as they are required.
6. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
7. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated or selected representatives, hereto referred to in this procedure.

**ARTICLE 20
BOARD RIGHTS**

The Delsea Regional High School District Board of Education, on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and the Constitution of the State of New Jersey and of the United States.

ARTICLE 21
SABBATICAL LEAVE

Teachers and all other professionally certificated employees who have served in the school system for not less than seven (7) years may be granted one (1) full year's leave of absence for the purpose of approved study or travel for educational purposes which will benefit the District. No more than two teachers shall be granted such leave of absence in any one (1) fiscal year.

The employee receiving a sabbatical leave shall not be eligible for further sabbatical leave until after he/she has completed seven (7) years of service in the School District following such leave.

A candidate for sabbatical leave must submit a plan of study or travel to the Superintendent of Schools on or before December 1 of the school year preceding the requested leave. Upon returning, the candidate must report in writing to the Superintendent the extent to which the plan that was submitted originally for request of sabbatical leave was carried out

The employee granted a sabbatical leave shall receive a stipend equal to one half salary for a full year.

If a teacher has taught at Delsea for ten (10) consecutive years, and has not applied for the full year at half pay after seven (7) years, he/she may apply for half year at full pay at the conclusion of his/her tenth consecutive year of service.

An employee who accepts sabbatical leave agrees to return to this School District for not less than one (1) full contract year directly following the leave; or failing to do this, agrees to refund the sabbatical leave stipend which has been paid.

Teachers granted sabbatical leave shall be returned to the position held at the time the leave was granted or to some comparable position as staff needs require.

The selection of a teacher to be granted sabbatical leave will be made by the Board of Education upon recommendation of the Superintendent.

ARTICLE 22
FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. There shall be no new negotiations on any such matters during the term of this agreement unless the parties mutually agree in writing to reopen negotiations on a specific item.

**ARTICLE 23
SEVERABILITY**

If any part, clause, portion, or article of this agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion, or article may be deleted and the remainder of the agreement not so affected shall continue in full force and effect, absent the affected clause.

**ARTICLE 24
WORK CONTINUITY**

The Delsea Regional High School Educational Association agrees that during the duration of this agreement, there shall be no strikes, work stoppages, or other concerted refusal to work by employees covered by this agreement.

**ARTICLE 25
PROFESSIONAL DEVELOPMENT/EDUCATIONAL IMPROVEMENT**

Each member of the bargaining unit shall be eligible for a tuition reimbursement plan with the following provisions:

A. ELIGIBILITY

1. Only members of Unit A will be eligible to participate in the program of professional development and improvement.
2. There may be circumstances when the board requests to have a teacher become certified in another area, or have a teacher take a specific course to meet a need, in which the teacher involved will be eligible for full participation in the Board's program for professional development.
3. An employee will not be eligible to participate in the Board's program for professional development if costs are paid by an outside agency. However, if the employee receives financial assistance from an outside agency which does not cover the complete course costs, the Board shall pay the difference, not to exceed the tuition reimbursement limitation.

B. REQUIREMENTS

1. The Board will reimburse a teacher for graduate courses in his/her area of employment which are offered at an accredited institution of higher education.
2. Teachers taking graduate courses or enrolled in a Master's or Doctoral program may submit courses for reimbursement if (a) the graduate program is in the subject area and/or job responsibility which is the teacher's area of employment; and (b) the

course requested is within the teacher's area of employment, or (c) the course requested is part of the basic professional study of teaching.

Elective courses which do not relate directly to the teacher's area of employment and are not core courses from the basic professional study of teaching will not be eligible for reimbursement. The Superintendent will make the final decision regarding the eligibility of an elective course for reimbursement.

3. Graduate courses taken solely to gain a specialization in another discipline, or for obtaining certification in other areas such as administration, guidance, etc., would not be eligible for reimbursement.
4. Courses which are offered by the school district as part of the District Staff Development program will not be charged against a teacher's tuition reimbursement allowance.
5. The Superintendent must approve all courses in advance of enrollment.
6. Undergraduate courses shall be reimbursed with the prior written approval of the Superintendent when said courses will provide a demonstrated curricular benefit.
7. To qualify for reimbursement, a staff member must have achieved a minimum grade of "B" average verified by official transcript from the school or institution where the credits were taken.
8. Reimbursement for courses will not be made until official transcripts and copies of the bill and canceled check, money order or credit card statement are submitted for courses taken.
9. Denial by the Superintendent may be appealed through the grievance process.

C. REIMBURSEMENT

1. The Board shall reimburse members of Unit A for a maximum of 12 credit hours for approved courses taken during the fiscal year (July 1--June 30) up to the rate of the highest cost per graduate credit at a state university or college for the year in which the course is taken. The state rate refers to courses taken within the state in which the member resides.
 - a. Members may take courses at institutions other than state universities or colleges.
 - b. Members will receive the full rate of tuition at non-state institutions so long as the cost per credit for the course does not exceed that of the state rate for that year.

- c. Members may be reimbursed beyond the state rate if they are able to show that state institutions are not able to meet the member's educational needs. Reasons for non-state institutions may include, but are not limited to:
 - 1.) time of course offerings
 - 2.) distance to the school from the district or from school to the member's home
 - 3.) types of programs offered by the state institution
 - 4.) type of degree sought by the member.
- 2. Professional staff members shall receive reimbursement in November, March, and August for courses which have been previously approved. All paperwork must be submitted by the second Friday of the previous month.
- 3. All employees voluntarily leaving the school system prior to reimbursement will not receive tuition reimbursement for courses taken in the time period prior to the reimbursement date.

**ARTICLE 26
SEVERANCE PAY FOR ACCUMULATED SICK LEAVE**

Any employee who completes ten (10) or more years of consecutive service, fifteen (15) or more years of consecutive service or twenty (20) or more years of consecutive service and who has accumulated unused sick leave, will be eligible for this benefit. Retirement shall be defined as the completion of all retirement requirements for the processing of pension under the New Jersey State Teacher's Pension System. Each employee with unused sick days at the time of retirement will be eligible for a reimbursement as follows with no maximum payment for each participant:

- \$20.00 per day for those with 20 or more years of consecutive service
- \$15.00 per day for those with 15 or more years of consecutive service
- \$10.00 per day for those with 10 or more years of consecutive service

Should a teacher die anytime prior to receipt of such payment, payment shall be made to his/her estate.

**ARTICLE 27
INSURANCE PROTECTION**

- A. The Board of Education agrees to provide Aetna US Healthcare Patriot V and Patriot X, or a plan of equal or greater benefits for the members of the unit and their legal dependents. The following changes to coverage will be made to the Patriot V and Patriot X plans effective in the 2004-05 school year.
 - Patriot V - Change specialist copay from \$5 to \$15, change outpatient mental health to a \$25 copay/30 visits and change ER copay from \$25 to \$50.
 - Patriot X - Change specialist copay from \$15 to \$25 and change ER copay from \$35 to \$50.

The Board will reimburse employees for the additional copay costs, up to the deductible. Reimbursement will be made quarterly, in September, December, March and June. Reimbursement will be provided at the regular monthly board of education meeting (usually the first Wednesday of the month). Doctor receipts for reimbursement must be submitted two weeks prior to the board meeting date.

If an employee waives medical coverage, the Board will contribute \$1,000 to a cafeteria plan or pay the employee \$1,000 in cash. If the employee elects to receive cash, this will be taxable compensation to the employee. Employees who elect to waive medical coverage must provide proof of coverage with their spouse.

New employees hired during a plan year who elect to waive medical coverage will receive compensation on a prorated basis beginning with the date of eligibility for health coverage. For married couples, the Board will provide an optional plan which is greater than a composite of the existing health plans offered by the Board. The married couple would be provided with one coverage, with payment of \$1,000 for waiving medical coverage applicable to married couples who select this option. Payment would be made to the spouse whose coverage is dropped.

- B. The Board of Education will contribute 90% of the cost of Delta Premier plan, effective with the signing of the contract, for each member who participates in the Board administered Dental Program which is to be purchased and administered by the Board of Education. Ten percent (10%) of the premium will be assumed by those participating in the plan. There will be no change in coverage.
- C. The Board of Education will provide a prescription plan through Aetna/US Healthcare (Prescription Rider Plan). The plan will be a formulary plan with a \$5/\$10/\$25 co-pay provision. There will be no employee contribution toward the premium. An employee wishing to participate in the prescription plan must also participate in the Aetna/US Healthcare health plan. There will be one coverage offered for married couples within the district, in that there is no additional benefit by providing two coverages. A change in marital status is a qualifying event, at which time individual coverages would be provided.
- D. Medical, dental, and prescription coverages will be provided for fulltime employees only. Part time employees may purchase coverage in the Board administered plans by paying the full premium amount through payroll deductions. A full time employee is one who is assigned more than four instructional periods five days per week.

The Board will administer the plans with both parties cooperating in providing continuous coverage.

ARTICLE 28 SALARIES

- A. The salary guide established for the current year shall apply to the positions identified in Article 1A.

B. Conditions relating to the guide:

1. Salary adjustment from column to column will be made effective as of September 1 and February 1 of each year, if transcripts for additional successfully completed courses are filed no later than sixty (60) days after the respective dates for payment for that period. No prior approval will be required for any courses. Salary adjustments from column to column will be for graduate level courses only, except that undergraduate courses approved by the Superintendent for tuition reimbursement in accordance with the provisions of Article 25 shall also be eligible for salary adjustment. For employees hired prior to September, 2000, undergraduate courses taken prior to September of 2000 will be approved for adjustment from column to column.
2. All teachers of special education classes on a full-time basis will be paid an additional three hundred (\$300) per year in excess of their appropriate salary level. Special Education teachers employed after July 1, 1986, shall not be paid the additional three hundred dollars (\$300).
3. Delsea teachers who substitute will be paid the same rate of pay as an outside substitute.
4. Teachers performing bedside instruction will be paid at the rate of twenty-eight (\$28) per hour plus the IRS rate for mileage.
5. In accordance with N.J.S.A. 18A:29-9, whenever a person shall accept employment as a teacher in the school district, his/her initial placement on the salary schedule shall be at such point as may be agreed upon by the individual and the Board. Credit for military service shall be granted as required by N.J.S.A. 18A:29-11
6. Teachers with previous teaching experience in the Delsea Regional High School District shall upon returning to the system receive credit on the salary schedule for all outside teaching experience and military experience in accordance with law. 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, provided they have completed the previous contract year.
7. Experience in commerce and/or industry shall be granted by the Board in the placement of teachers on the salary guide, if such experience is of benefit to the teacher in performing his/her classroom duties and is of benefit to the instructional program. For employees hired after September 2000 credit will be given at the time of initial employment only. Information pertaining to experience in commerce and/or industry will be requested on the initial employment application.

8. Teaching Contract Salary Payment -
Teachers shall be paid biweekly on the pay dates as set for twelve (12) month employees, except for the month June. The pay dates for June shall be the normal biweekly pay date for the first pay in June, and the last day of school for teachers for the second pay in June. The first pay in September shall not exceed the second Friday after the first day of in-service, except for new teachers.

In that the payroll checks must be prepared in advance of the last working day, a teacher with insufficient leave time, sick or other as appropriate for absences that may occur between check preparation and issuance, will have his/her check withheld for adjustment. It will be prepared by the end of the next working day.

Teachers desiring summer set aside plans only, may join ABCO, which is offered to all employees. Contact with ABCO is accomplished through the Delsea Education Association. Deductions are made through the Board of Education Payroll System, if desired. Changes in deduction amount may be made at any time during each contract year with verification by ABCO.

ARTICLE 29 MENTORING

- A. Mentor's daily workload shall not exceed six or more teaching and or student supervision periods per day unless ten or more mentors are needed in a given year and building. If a teacher is a mentor for two consecutive years that teacher will be given only six student supervisions per day providing not more than 10 teachers are mentors for two consecutive years.
- B. All vacancies for the mentoring positions shall be posted as early as the district is aware of its needs. The postings shall include the qualifications for the position.
- C. No employee shall be assigned to serve as a mentor if there are qualified volunteers available. If an employee is involuntarily assigned to a mentoring position, said employee shall not be involuntarily assigned again until all other qualified employees have been assigned.
- D. No teacher shall serve as a mentor to more than one provision/alternative route teacher simultaneously.
- E. The Board shall provide training for all teachers who serve as mentors before the start of their assignment. Training shall be scheduled for the summer months, and teachers shall be compensated at the non-student contact summer rate. The Board shall pay all costs connected with said training, including travel to any out of district training site, meals, lodging, and miscellaneous fees.

- F. In addition to preparation time provided in this agreement, staff members who perform mentoring duties shall be provided one daily joint planning session with their assigned provisional/alternate route teacher, when possible.
- G. When State funds designated to support the mentoring of new teachers are received by the District, they will be applied in accordance with law and code. If such funds are not received by the District, it will be the sole responsibility of the novice teacher to appropriately reimburse the mentor for their efforts.

# of years	2004-2005					
	BA	BA+15	BA+30	MA	MA+15	MA+30
1,2,3	\$36,600	\$37,016	\$37,432	\$38,264	\$38,680	\$39,096
4	\$37,100	\$37,516	\$37,932	\$38,764	\$39,180	\$39,596
5	\$37,600	\$38,016	\$38,432	\$39,264	\$39,680	\$40,096
6	\$39,100	\$39,516	\$39,932	\$40,764	\$41,180	\$41,596
7	\$39,700	\$40,116	\$40,532	\$41,364	\$41,780	\$42,196
8,9	\$40,900	\$41,316	\$41,732	\$42,564	\$42,980	\$43,396
10	\$43,500	\$43,916	\$44,332	\$45,164	\$45,580	\$45,996
11	\$45,500	\$45,916	\$46,332	\$47,164	\$47,580	\$47,996
12,13	\$49,800	\$50,216	\$50,616	\$51,464	\$51,880	\$52,296
14	\$52,800	\$53,216	\$53,616	\$54,464	\$54,880	\$55,296
15	\$56,500	\$56,916	\$57,316	\$58,164	\$58,580	\$58,996
16	\$60,000	\$60,416	\$60,816	\$61,664	\$62,080	\$62,496
17	\$64,000	\$64,416	\$64,832	\$65,664	\$66,080	\$66,496
18+	\$65,400	\$65,816	\$66,232	\$67,064	\$67,480	\$67,896

# of years	2005-2006					
	BA	BA+15	BA+30	MA	MA+15	MA+30
1,2,3,4	\$38,600	\$39,016	\$39,432	\$40,264	\$40,680	\$41,096
5	\$39,100	\$39,516	\$39,932	\$40,764	\$41,180	\$41,596
6	\$40,100	\$40,516	\$40,932	\$41,764	\$42,180	\$42,596
7	\$41,600	\$42,016	\$42,432	\$43,264	\$43,680	\$44,096
8	\$42,200	\$42,616	\$43,032	\$43,864	\$44,280	\$44,696
9,10	\$43,400	\$43,816	\$44,232	\$45,064	\$45,480	\$45,896
11	\$46,000	\$46,416	\$46,832	\$47,664	\$48,080	\$48,496
12	\$48,900	\$49,316	\$49,716	\$50,564	\$50,980	\$51,396
13,14	\$53,100	\$53,516	\$53,916	\$54,764	\$55,180	\$55,596
15	\$57,000	\$57,416	\$57,816	\$58,664	\$59,080	\$59,496
16	\$61,100	\$61,516	\$61,916	\$62,764	\$63,180	\$63,596
17	\$65,300	\$65,716	\$66,132	\$66,964	\$67,380	\$67,796
18+	\$67,600	\$68,016	\$68,432	\$69,264	\$69,680	\$70,096

		2006-2007					
# of years		BA	BA+15	BA+30	MA	MA+15	MA+30
1,2,3,4		\$40,100	\$40,600	\$41,020	\$41,850	\$42,600	\$43,100
	5	\$40,600	\$41,100	\$41,520	\$42,350	\$43,100	\$43,600
	6	\$41,100	\$41,600	\$42,020	\$42,850	\$43,600	\$44,100
	7	\$42,300	\$42,800	\$43,220	\$44,050	\$44,800	\$45,300
	8	\$43,800	\$44,300	\$44,720	\$45,550	\$46,300	\$46,800
	9	\$44,800	\$45,300	\$45,720	\$46,550	\$47,300	\$47,800
10,11		\$47,400	\$47,900	\$48,320	\$49,150	\$49,900	\$50,400
	12	\$50,800	\$51,300	\$51,720	\$52,550	\$53,300	\$53,800
	13	\$54,100	\$54,600	\$55,020	\$55,850	\$56,600	\$57,100
14,15		\$58,000	\$58,500	\$58,920	\$59,750	\$60,500	\$61,000
	16	\$62,000	\$62,500	\$62,920	\$63,750	\$64,500	\$65,000
	17	\$65,900	\$66,400	\$66,820	\$67,650	\$68,400	\$68,900
18+		\$69,400	\$69,900	\$70,320	\$71,150	\$71,900	\$72,400

**SCHEDULE B
CO-CURRICULAR ACTIVITY COMPENSATION**

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Art Club			
High School	\$682	\$716	\$752
Middle School	\$340	\$357	\$375
Astronomy	\$1,022	\$1,073	\$1,127
Marching Band			
Band Director	\$6,728	\$7,064	\$7,418
Asst. Band Director	\$4,205	\$4,415	\$4,636
Band Front Instructor	\$3,784	\$3,973	\$4,172
Percussion Instructor	\$3,784	\$3,973	\$4,172
Banner			
Editor	\$1,994	\$2,094	\$2,199
Assistant	\$997	\$1,047	\$1,099
Black Cultural League	\$1,022	\$1,073	\$1,127
Choral Music			
Director - HS	\$1,362	\$1,430	\$1,502
Director - MS	\$681	\$715	\$751
Class Advisors			
Senior	\$1,256	\$1,319	\$1,385
Senior	\$1,256	\$1,319	\$1,385
Junior	\$1,256	\$1,319	\$1,385
Junior	\$1,256	\$1,319	\$1,385
Sophomore	\$1,022	\$1,073	\$1,127
Sophomore	\$1,022	\$1,073	\$1,127
Freshman	\$1,022	\$1,073	\$1,127
Freshman	\$1,022	\$1,073	\$1,127
Eighth	\$1,022	\$1,073	\$1,127
Eighth	\$1,022	\$1,073	\$1,127
Seventh	\$1,022	\$1,073	\$1,127
Seventh	\$1,022	\$1,073	\$1,127
Jazz Band			
Director	\$1,022	\$1,073	\$1,127
DECA			
Advisor	\$1,256	\$1,319	\$1,385
Assistant	\$778	\$816	\$857
Delsonian			
Advisor	\$1,279	\$1,343	\$1,410
Advisor	\$1,279	\$1,343	\$1,410
Middle School Play			
Director	\$1,006	\$1,056	\$1,109
Assistant	\$576	\$604	\$635
English			
High School	\$682	\$716	\$752
Middle School	\$340	\$357	\$375
Environmental			
High School	\$682	\$716	\$752
Middle School	\$340	\$357	\$375
High School Drama Club	\$688	\$723	\$759
Mock Trial	\$1,304	\$1,369	\$1,437
Foreign Language	\$1,022	\$1,073	\$1,127

SCHEDULE B
CO-CURRICULAR ACTIVITY COMPENSATION

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Future Teachers	\$778	\$816	\$857
Graduation			
Director	\$574	\$602	\$632
Assistant	\$459	\$482	\$506
High School Student Council			
Advisor	\$1,256	\$1,319	\$1,385
Assistant	\$459	\$482	\$506
High School Yearbook			
Advisor	\$4,077	\$4,281	\$4,495
Assistant	\$1,535	\$1,612	\$1,692
History Club			
High School	\$682	\$716	\$752
Middle School	\$340	\$357	\$375
Home Economics Club	\$1,023	\$1,074	\$1,128
Honor Society	\$1,147	\$1,205	\$1,265
International Students (M.S.)	\$1,022	\$1,073	\$1,127
Key Club	\$1,022	\$1,073	\$1,127
Mathematics			
Middle School	\$1,022	\$1,073	\$1,127
High School	\$1,022	\$1,073	\$1,127
Middle School Student Government	\$629	\$660	\$693
Middle School Yearbook			
Advisor	\$2,039	\$2,141	\$2,248
Assistant	\$766	\$804	\$844
Peer Mediation			
High School	\$557	\$584	\$614
Middle School	\$557	\$584	\$614
Renaissance Club			
HS Co-Advisor	\$992	\$1,042	\$1,094
HS Co-Advisor	\$992	\$1,042	\$1,094
MS Advisor	\$992	\$1,042	\$1,094
MS Assistant	\$494	\$518	\$544
Professional Development Committee			
Committee Member	\$525	\$551	\$579
Committee Member	\$525	\$551	\$579
Committee Member	\$525	\$551	\$579
Committee Member	\$525	\$551	\$579
High School Play			
Director	\$1,577	\$1,655	\$1,738
Assistant	\$1,158	\$1,216	\$1,277
Set Constructor	\$295	\$310	\$326
Scenic Artist	\$295	\$310	\$326
Costume Mistress	\$591	\$620	\$651
Costume Asst	\$295	\$310	\$326
Vocal Instr.	\$414	\$434	\$456
Pit Conductor	\$473	\$496	\$521
Choregraphy	\$236	\$248	\$261
VIP Newsletter	\$1,280	\$1,344	\$1,411
HS Activities Coord.	\$5,191	\$5,451	\$5,723

**SCHEDULE C
ATHLETIC ACTIVITY COMPENSATION**

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Boy's Basketball			
Head	\$6,196	\$6,506	\$6,831
Assistant (J.V.)	\$4,024	\$4,225	\$4,436
Assistant (Freshman)	\$2,990	\$3,139	\$3,296
Assistant (7/8)	\$2,990	\$3,139	\$3,296
Girl's Basketball			
Head	\$6,196	\$6,506	\$6,831
Assistant (J.V.)	\$4,024	\$4,225	\$4,436
Assistant (Freshman)	\$2,990	\$3,139	\$3,296
Assistant (7/8)	\$2,990	\$3,139	\$3,296
Swimming			
Head	\$6,196	\$6,506	\$6,831
Assistant	\$4,024	\$4,225	\$4,436
Assistant	\$4,024	\$4,225	\$4,436
Winter Track			
Head	\$6,196	\$6,506	\$6,831
Assistant	\$4,024	\$4,225	\$4,436
Wrestling			
Head	\$6,196	\$6,506	\$6,831
Assistant (J.V.)	\$4,024	\$4,225	\$4,436
Assistant (J.V.)	\$4,024	\$4,225	\$4,436
Assistant (7/8)	\$2,990	\$3,139	\$3,296
Baseball			
Head	\$5,223	\$5,485	\$5,759
Assistant (V)	\$3,347	\$3,514	\$3,690
Assistant (J.V.)	\$3,347	\$3,514	\$3,690
Assistant (Freshman)	\$2,990	\$3,139	\$3,296
Softball			
Head	\$5,223	\$5,485	\$5,759
Assistant (V)	\$3,347	\$3,514	\$3,690
Assistant (J.V.)	\$3,347	\$3,514	\$3,690
Assistant (Freshman)	\$2,990	\$3,139	\$3,296
Golf			
Head	\$4,759	\$4,997	\$5,247
Tennis			
Head - Boys	\$4,759	\$4,997	\$5,247
Head - Girls	\$4,759	\$4,997	\$5,247
Assistant - Boys	\$2,541	\$2,668	\$2,801
Assistant - Girls	\$2,541	\$2,668	\$2,801
Boy's Track			
Head	\$5,223	\$5,485	\$5,759
Assistant - JV	\$3,347	\$3,514	\$3,690
Assistant - JV	\$3,347	\$3,514	\$3,690
Girl's Track			
Head	\$5,223	\$5,485	\$5,759
Assistant - JV	\$3,347	\$3,514	\$3,690
Assistant - JV	\$3,347	\$3,514	\$3,690
MS Track	\$2,990	\$3,139	\$3,296
MS Track	\$2,990	\$3,139	\$3,296

**SCHEDULE C
ATHLETIC ACTIVITY COMPENSATION**

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Football			
Head	\$7,140	\$7,497	\$7,872
JV Assist	\$4,316	\$4,532	\$4,758
JV Assist	\$4,316	\$4,532	\$4,758
JV Assist	\$4,316	\$4,532	\$4,758
JV Assist	\$4,316	\$4,532	\$4,758
Frosh - Assist	\$2,956	\$3,103	\$3,259
Frosh - Assist	\$2,956	\$3,103	\$3,259
MS - Head	\$4,631	\$4,862	\$5,105
Hockey			
Head	\$4,759	\$4,997	\$5,247
Assistant (J.V.)	\$2,837	\$2,979	\$3,128
Assistant (Freshman)	\$2,541	\$2,668	\$2,801
Assistant (7/8)	\$2,541	\$2,668	\$2,801
Cross Country			
Head - Boy's	\$4,759	\$4,997	\$5,247
Head - Girl's	\$4,759	\$4,997	\$5,247
Boy's Soccer			
Head	\$4,759	\$4,997	\$5,247
Assistant (J.V.)	\$2,837	\$2,979	\$3,128
Assistant (Freshman)	\$2,541	\$2,668	\$2,801
Assistant (MS)	\$2,541	\$2,668	\$2,801
Girl's Soccer			
Head	\$4,759	\$4,997	\$5,247
Assistant (J.V.)	\$2,837	\$2,979	\$3,128
Assistant (Freshman)	\$2,541	\$2,668	\$2,801
Assistant (MS)	\$2,541	\$2,668	\$2,801
Cheerleading			
Head Fall	\$2,560	\$2,688	\$2,822
Head Winter	\$2,560	\$2,688	\$2,822
JV Fall	\$1,280	\$1,344	\$1,411
JV Winter	\$1,280	\$1,344	\$1,411
Intramurals			
Basketball - MS	\$238	\$249	\$262
Basketball - MS	\$238	\$249	\$262
Swimming - MS	\$473	\$496	\$521
Swimming - MS	\$473	\$496	\$521
Tennis Fall - MS	\$238	\$249	\$262
Tennis Spring - MS	\$238	\$249	\$262
Cross Country - B & G - MS	\$944	\$991	\$1,041
Cheerleading - MS	\$947	\$995	\$1,045
Cheerleading - MS - Assistant	\$458	\$481	\$505
Weightlifting			
HS - Fall	\$1,194	\$1,253	\$1,316
HS - Winter	\$1,194	\$1,253	\$1,316
HS - Spring	\$1,194	\$1,253	\$1,316
MS - Spring	\$1,194	\$1,253	\$1,316
District Wide Summer	\$3,545	\$3,723	\$3,909

SCHEDULE D - Teacher Aide Salary -

	<u>HS Diploma</u>	<u>60 Credits</u>	<u>BA</u>
2004-05	\$8.50	\$9.50	\$12.25
2005-06			
Year 1	\$8.75	\$9.75	\$12.50
Year 2+	\$9.25	\$10.25	\$13.00
2006-07			
Year 1	\$9.25	\$10.25	\$13.00
Year 2+	\$10.00	\$11.00	\$13.75

Any Aide working in a one-on-one position with a severely handicapped student will receive a stipend of two thousand dollars (\$2000) as part of his/her annual compensation.


The following off guide individuals will earn \$17.38 per hour for the life of the contract:

**ARTICLE 30
DURATION OF AGREEMENT**

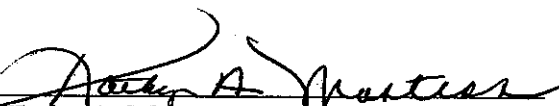
This contract will be effective July 1, 2004 and shall remain in full force and effect until June 30, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly signed and attested by:

Delsea Regional High School District Board of Education

BY: 
William Lahn
Board President
Chairman, Negotiations Committee

Date 8/30/05

BY: 
Kathy A. Mastran
Board Secretary/Business Admin.

Date 8/30/05

Delsea Education Association

BY: 
John Schott
President, Chief Negotiator

Date 8/31/05

BY: 
Christine Onorato
DEA President

8/31/05