

AGREEMENT

BETWEEN

**DELSEA REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**DELSEA REGIONAL HIGH SCHOOL DISTRICT
ADMINISTRATORS' ASSOCIATION**

July 1, 2004- June 30, 2007

INDEX

<u>NUMBER</u>	<u>ARTICLE</u>	<u>PAGE</u>
	PREAMBLE	
I	RECOGNITION.....	1
II	NEGOTIATIONS PROCEDURE.....	1
III	BOARD RIGHTS.....	1
IV	UNIT MEMBER RIGHTS.....	2
V	PROFESSIONAL RESPONSIBILITIES.....	2
VI	GRIEVANCE PROCEDURES.....	3
VII	SICK LEAVE.....	6
VIII	TEMPORARY LEAVE OF ABSENCE.....	7
IX	EXTENDED LEAVE OF ABSENCE.....	8
X	VACATION AND HOLIDAYS.....	10
XI	INSURANCE PROGRAMS.....	11
XII	PROF. DEVELOPMENT/EDUC. DEVELOPMENT.....	12
XIII	PROFESSIONAL DUES.....	14
XIV	SALARIES.....	14
XV	SABBATICAL LEAVE.....	14
XVI	SEVERANCE PAY.....	15
XVII	MISCELLANEOUS.....	15
XVIII	FULLY BARGAINED CLAUSE.....	16
XIX	SEVERABILITY.....	16
XX	DURATION OF AGREEMENT.....	17
	APPENDIX.....	18

ARTICLE 1
RECOGNITION

The Delsea Regional Board of Education recognizes the Delsea Regional High School District Administrators' Association as the exclusive representative for the collective negotiations concerning grievances and other terms and conditions of employment for the following listed unit members in the district, whether under contract, or on leave: High School Principal, Middle School Principal, Vice Principals, District Supervisors, Supervisor/Athletic Director, Supervisor/Student Personnel Services Director.

ARTICLE II
NEGOTIATIONS PROCEDURE

- A. The Board and the Association shall engage in good faith bargaining in accordance with the schedule established by law.
- B. In preparation for and during negotiations, the Board shall provide relevant public data requested by the Association.
- C. Whenever any member of this Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss of pay and/or benefits.

ARTICLE III
BOARD RIGHT

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- C. Nothing contained herein shall be construed to deny or limit the Board of any of its inherent managerial rights, privileges or responsibilities, and its authority under any applicable statute, rule or regulation.

ARTICLE IV
UNIT MEMBER RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1974, the Board and the Association hereby agree that eligible unit members 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, or to refrain from such activities.
- B. The Board and Association agree that they shall not directly or indirectly discourage or deprive or coerce any unit member in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the constitutions of New Jersey and of the United States; that they shall not discriminate against any unit member with respect to hours, wages, or any terms or conditions of employment by reason of membership or non-membership in the Association and its affiliates, including collective negotiations with the Board, or institution or non-institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any term or condition of employment.
- C. Nothing contained herein shall be construed to deny or restrict to any unit member such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The statutory rights granted to unit members hereunder shall be deemed to be in addition to those provided elsewhere.
- D. No unit member shall be disciplined, reprimanded, reduced in rank, title or compensation or deprived of any written or existing professional advantages for arbitrary and capricious reasons. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein only to the extent mandated by law.
- E. Whenever any unit member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that unit member in his office, position or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him during such meeting or interview. Any suspension of a unit member 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 allowed pursuant to the requirements of N.J.S.A. 18A:6-14.

ARTICLE V
PROFESSIONAL RESPONSIBILITY

Nothing contained in this Agreement prohibits or limits the right of the Board from assigning extra duties normally associated with the administrative and managerial functions attendant to the performance of the educational mission. It is understood that performance of any such extra duties, as they may be required from time to time, is recognized in the fixed annual compensation.

ARTICLE VI
GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” shall mean a complaint by a unit member 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 unit members, except that the term “grievance” shall not apply to:
 - a. Any matter for which a method of review is prescribed by law;
 - b. Any rule or regulation of the State Commissioner of Education;
 - c. Any by-law of the Board except those that have been preempted by Section 13 of Chapter 123, Laws of 1974;
 - 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;
 - e. A complaint of a non-tenured unit member which arises by reason of his not being re-employed;
 - f. A complaint by an 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.
2. A “grievant” is a unit member 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, the parties, by mutual consent, may adjust the time limits.
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 be deemed a denial of the grievance.

D. Processing

1. **Level 1** - Immediate Supervisor - A grievance to be considered under this procedure must be filed in writing by the unit member within twenty-five (25) days of its occurrence. The grievance shall first be submitted in writing to the immediate supervisor. 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 or her dissatisfaction with the decision previously rendered.

The supervisor shall communicate his or her decision to the grievant in writing within seven (7) days after receipt of the written grievance.

2. **Level 2** - Superintendent - The grievant may appeal the supervisor's decision to the Superintendent. The appeal to the Superintendent must be in writing, within 7 days of the supervisor's decision, and it must note the matters submitted to the supervisor as specified above and his/her dissatisfactions with the decision previously rendered.

The Superintendent shall attempt to resolve the matter as quickly as possible and in any case, within fourteen (14) days after receipt of the supervisor's decision he shall communicate his decision in writing to the grievant and to the supervisor.

3. **Level 3** - Board of Education - If the grievance is not resolved to the grievant's satisfaction at the Superintendent's level, the grievant may file a written appeal with the Board within ten (10) days after receipt of the Superintendent's decision. The request must be submitted in writing to the Superintendent, who shall attach all related papers and forward the request to the Board. The Board, or a designated 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 unit member, which ever comes later.

The decision of the Board shall be final and binding unless the grievant files a written appeal of the decision to an advisory fact finder within ten (10) days after the grievant's receipt of the Board's written decision.

4. **Level 4 - Fact Finding**

Only the Association may request the appointment of a fact finder. A Written request must be filed with the Superintendent no later than ten (10) days after the grievant's receipt of the Board's written decision. The Association agrees to save the Board harmless from any legal action or suit that may occur as a result of the Association's exercise of its rights under this paragraph.

The request can be honored only if the grievant and the Association waive their right if any, in writing, to submit the underlying dispute to any other administrative or judicial tribunal.

The party seeking fact finding shall thereafter submit a request to the Public Employment Relations Commission for submission of a panel of persons qualified to function as a fact finder in the dispute in question.

The parties shall follow the applicable procedures of the Public Employment Relations Commission in selecting a fact finder.

5. **Limitations**

The authority of the fact finder shall be limited in the following respects:

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

E. Cost

1. Each party shall bear its own costs except that the fees and expenses of the fact finder shall be shared equally.
2. If time is lost by a unit member due to fact finding proceedings necessitating the retention of a substitute, the Board will pay only the cost of the substitute. The time lost by the unit member must be either without pay or charged to personal time. Unit member 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 harmless of any legal action or suit that may occur as a result of the Associations' exercise of its rights in this paragraph.
2. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure.
3. The filing or pendency of a 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 and witnesses 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.

ARTICLE VII
SICK LEAVE

- A. Unit members working twelve (12) months shall be granted twelve (12) accruable sick days per year commencing July 1 and concluding June 30. Unit members working eleven (11) months shall be granted eleven (11) accruable sick days per year commencing July 1

and concluding June 30. Unit members working ten (10) months shall be granted ten (10) accruable sick days per year commencing September 1 and concluding June 30. Sick leave should be taken only in cases of illness which would interfere with the successful completion of work responsibilities. Any unused sick leave shall be cumulative from year to year, and each unit member shall receive an annual accounting of days accrued.

- B. Arrangement for additional sick leave in cases of emergency may be made at the discretion of the Board in accordance with law.
- C. The Superintendent has the discretion to require the submission of confirming medical documentation in appropriate situations.

ARTICLE VIII
TEMPORARY LEAVE OF ABSENCE

Unit members may be granted temporary leaves without loss of pay provided they comply with the regulations below:

- A. **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

- B. **Personal Leave** - A unit member may request up to three (3) days personal leave per year. The request for personal leave will be made on the proper form.
 - 1. Personal leave will be granted to conduct personal business which must be conducted during the school day.
 - 2. Personal days may be utilized for emergencies or other urgent reasons if the member has received the prior approval of the Superintendent or his designee and the member has completed the required form issued by the Office of the Superintendent.
 - 3. The following regulations shall apply to the granting of all personal days:
 - a. The proper form must be filled out by the unit member and submitted to the Superintendent's Office at least twenty-four (24) hours before anticipated commencement of the leave.

- b. Any absence which is for a purpose not covered by personal days or sick leave shall result in the deduction of one (1) day's pay for each day.
4. Unused personal leave will convert to sick leave.

ARTICLE IX
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 at the discretion 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 during leave but unused sick leave days held at the start of the leave shall be reinstated upon return to work.
 6. Written notice of intention to either return or resign must be submitted by the unit member to the Superintendent by March 1 of the year in which leave expires.
 7. Reemployment during the school year shall be at the discretion of the Board.
- B. **Military Leave** without pay shall be granted to any member in accordance with law.
- C. **Anticipated Leave of Absence**
 1. 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 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 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
 - (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, an employee shall be considered and 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 X **VACATION AND HOLIDAYS**

- A. **Eligibility** - Vacation time will be granted to twelve (12) month employees on the basis of in-district employment according to the following guide:

Under 1 year	1 day for every 22 days worked
1-7 years	15 working days
8-14 years	20 working days
15+ years	25 working days

- B. **Time of Vacation** - Vacation days must be taken within one year of the time earned or they are forfeited, except that all or part of earned vacation may be carried over to the next year upon approval of the Board.
1. Vacations will be granted only at times of the year when they will not interfere with the normal operation of the school.
 2. Payment in lieu of vacation is prohibited.
- C. **Termination of Employment** - a unit member who anticipates termination in this district may take accrued vacation prior to the termination date with proper prior written approval. Accrued vacation may be paid to the estate of a deceased unit member.
- D. **Holidays** - The holidays listed will only be in effect when school is not in session for pupils and staff.
- Labor Day, Columbus Day, Election Day, Veteran’s Day, N.J.E.A. Convention, Thanksgiving Day and Friday, Christmas Eve Day thru and including New Year’s Day, Martin Luther King’s Day, Lincoln’s/Washington’s Birthday (President’s Holidays), Holy Thursday, Good Friday, Easter Monday, Memorial Day, Independence Day.
- E. **Flex Days** - Eleven month administrators shall be allowed 10 flex days per year, where they may exchange 10 work day within the period of September through June, for days within the period of July through August, with prior approval of the Superintendent.

ARTICLE XI
INSURANCE PROGRAMS

- 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 with the signing of the contract:

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 approved 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.

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

- D. The Board reserves the right to change carriers and programs so long as substantially similar benefits are provided.

ARTICLE XII

PROFESSIONAL DEVELOPMENT/EDUCATIONAL IMPROVEMENT

- A. Each member of the bargaining unit shall be eligible for a tuition reimbursement plan with the following provisions:
 - 1. The unit member must submit to the Superintendent a request for approval of the course or courses to be taken. The applicant must supply the Superintendent with all information necessary for the Superintendent to make a decision as to whether to approve or disapprove the request. The approval of the Superintendent is required. If no approval is obtained, the unit member may not submit a request for reimbursement.

2. Denial of approval by the Superintendent may not be appealed through the grievance procedure.
3. The applicant must achieve a minimum grade of B or better in order to be reimbursed.
4. All courses taken must be in the applicant's existing area of certification.
5. The reimbursement will be one hundred percent (100%) for the grade of "B" or better, of the actual cost of the approved course credits at the institution. The applicant must submit verification of payment to the institution in order to be eligible for reimbursement.
6. If an administrator is pursuing an advanced degree, they must remain as an employee of the District for a two (2) year period subsequent to obtaining their degree. If they leave the District before the end of the two (2) year period, they must reimburse the Board for the full amount of tuition reimbursement received by the employee.
7. All mentoring fees required for new administrators hired by the Board will be the responsibility of the employee. No fees associated with the mentoring process will be paid for by the Board.

B. The Board agrees to meet with the Administrators Association three (3) times per year, in a social relationship to mutually share information and maintain a harmonious working relationship.

C. All administrators are encouraged to attend State seminars. However, two administrators per year, based on a rotating basis, by seniority, shall be permitted to attend National seminars in order to broaden their professional development. The Board will contribute \$2,500 per employee for a National conference, and \$1,500 for other conferences. The Board's maximum contribution will cover room/board, fees for conferences and travel.

Room, Board, Fees for Professional Conference/Meetings and Travel will be paid for by the Board.

Approval by the Superintendent and the Board of Education is required.

D. Meals will be reimbursed according to the following schedule based upon submission of proper receipts/documentation.

Board/Meal Schedule:	\$15.00 Breakfast*
	\$20.00 Lunch*
	\$35.00 Dinner*

* Reimbursement rate for individually purchased meals. The Board will pay the full amount for Program Sponsored meals.

ARTICLE XIII
PROFESSIONAL DUES

Administrators' dues for N.J.P.S.A., and N.A.S.S.P. will be paid for by the Board, and a maximum of \$100 will be paid for dues in other professional organizations.

ARTICLE XIV
SALARIES

See Appendix A.

ARTICLE XV
SABBATICAL LEAVE

- A. Certified unit members who have served in the school system for not less than seven (7) years may be granted , at the non-reviewable discretion of the Board, one (1) full year's leave of absence for the purpose of approved study or travel for educational purposes which will benefit the district.
- B. No more than one unit member shall be granted such leave of absence in any one (1) school year.
- C. The unit member receiving a sabbatical leave shall not be eligible for further sabbatical leave until after he/she has completed seven (7) years of employment in the school district following such leave.
- D. 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 was fulfilled.

- E. The unit member granted a sabbatical leave shall receive a stipend equal to one-half salary for a full year.
- F. If a unit member has been employed for ten (10) consecutive years, and has not applied for a full year at half pay after seven year, he/she may apply for a half year sabbatical at full pay at the conclusion of his/her tenth consecutive year of employment.
- G. A unit member 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 total sabbatical leave monies spent by the district.
- H. Any unit member granted sabbatical leave shall be returned to the position held at the time the leave was granted or to a comparable position as staff needs require.

- I. The decision to grant sabbatical leave and the selection of unit members to be granted sabbatical leave will be made at the discretion of the Board upon recommendation of the Superintendent and shall not be subject to appeal or review under this Agreement.

ARTICLE XVI
SEVERANCE PAY

- A. Any unit member who completes ten (10) consecutive years of employment with the district, who has accumulated unused sick leave, will be eligible for this benefit upon their retirement from the district. 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.
- B. Each unit member with unused sick days at the time of retirement will be eligible for a reimbursement of fifty dollars (\$50.00) for each unused sick day up to a maximum payment of ten thousand dollars (\$10,000) for each individual participant.
- C. Should a unit member die anytime prior to receipt of such payment, payment shall be made to his or her estate.

ARTICLE XVII
MISCELLANEOUS

- A. Free tuition shall be offered to children of administrators employed as of July 1, 2004 in the Delsea Regional School District, subject to available seats. Children of administrators hired after July 1, 2004 shall be allowed to attend District schools in accordance with Board of Education policy and regulations. Transportation shall be provided by the administrator.
- B. Administrators working in the District Alternative School Program shall be paid at a rate of \$42.50 per hour.
- C. Based on the needs of the District, District Supervisors may be assigned up to one (1) teaching period per year.
- D. Administrators will develop a supervisory plan for each co-curricular evening program.
- E. The Negotiated Agreement between the Board and Association will be printed and distributed at Board and Association expense as soon as possible.
- F. Should this Agreement conclude prior to the completion of negotiations for a succeeding agreement, the parties may, with mutual written consent, continue in effect the terms of this Agreement until the negotiation of a successor agreement.
- G. Nothing herein shall be changed, altered, or deleted without the mutual written consent of the Board and Association.

ARTICLE XVIII
FULLY BARGAINED CLAUSE

- A. 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 represent 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.
- B. 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 XIX
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.

APPENDIX A

<u>EMPLOYEE</u>		<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Sottosanti	Principal / High School	105,000	110,000	115,000
Monti	Principal / Middle School	99,000	103,000	106,010
DiGregory	District Supervisor	86,551	90,560	94,770
Falls	District Supervisor	85,650	90,060	94,770
Iles	District Supervisor / Athletic Director	86,722	91,632	97,232*
Gravenor	District Supervisor	84,772	89,182	94,022
Orsi	District Supervisor/ Student Personnel Services Director	84,772	89,182	94,022
Beradelli	Vice Principal / High School	84,772	89,182	94,022
Divens	Vice Principal / High School	85,650	90,060	94,770
Bryfogle	Vice Principal / Middle School	84,772	89,182	94,022

* Salary differential for district supervisor/athletic director is the result of additional hours required for the position.