AGREEMENT

between

HIGH POINT REGIONAL BOARD OF EDUCATION

And

HIGH POINT REGIONAL DEPARTMENT SUPERVISORS

July 1, 2003 - June 30, 2006

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ARTICLE I

The Board hereby recognizes for the purpose of discussing grievances and terms and conditions of employment for all department supervisors, including full and part-time, whether on contract or on paid leave, under contract to include:

- 1. Supervisor of Fine Arts
- 2. Supervisor of Industrial Technology, Home Economics, and Business
- 3. Supervisor of Language Arts
- 4. Supervisor of Mathematics
- 5. Supervisor of Physical Education/Health/Driver Education
- 6. Supervisor of Science
- 7. Supervisor of Social Studies
- 8. Supervisor of Special Services
- 9. Supervisor of World Language

ARTICLE II SUPERVISOR'S EMPLOYMENT, CERTIFICATION AND EVALUATION

- A. A yearly evaluation of the supervisor's performance will be made by the high school principal using a management plan format and reported to the Board of Education.
- B. It is agreed that the supervisor will furnish throughout the life of this agreement a valid and appropriate certificate to act as supervisor in the State of New Jersey.
- C. All contractual positions available at High Point Regional High School shall be publicized by the Superintendent. All qualified supervisors shall be given adequate opportunity to make application for such positions and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors. In filling such vacancies consideration shall be given to qualified personnel already employed by the Board.
- D. Upon mutual written agreement by the Board and the supervisor and upon sixty (60) days prior notice, this agreement and the employment of the supervisor may be terminated without penalty or prejudice against either the Board or the supervisor.

ARTICLE III WORK YEAR

- A. The days that school shall be in session shall be designated by the Board of Education before entering into a written agreement with the supervisors. Supervisors shall be consulted before formal adoption of the school calendar.
- B. The in-school work year for supervisors shall not exceed 196 days.
- C. Additional time assigned by the Superintendent, specifically related to the supervisory job description, will be compensated at 1/200 of the yearly rate.

ARTICLE IV GRIEVANCE PROCEDURE

A grievance is a claim by a supervisor based upon the interpretation, application or violation of this agreement, policies and administrative decisions affecting a supervisor or a group of supervisors. The supervisor shall have the right to present his/her own appeal or designate any other person to appear with him/her or for him/her at any step in this appeal. The Superintendent shall be informed of the representative at least five (5) days prior to the hearings.

A. <u>Procedures</u>

- 1. Any supervisor who has a grievance shall, within thirty (30) days of its occurrence, discuss it first with the principal in an attempt to resolve the matter informally at that level.
- 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the supervisor within ten (10) school days, he shall set forth his complaint in writing to the principal. The written grievance shall contain the following elements:
 - (a) The nature of the grievance and the date occurred;
 - (b) The specific sections of the agreement or board policy alleged to have been violated;
 - [©]) The results of the previous discussions;
 - (d) The employee's dissatisfaction with the decision previously rendered.
 - (e) The relief sought.

The principal shall communicate his/her decision to the supervisor in writing within five (5) school days of receipt of the written complaint.

3. If no decision is rendered by the principal within five (5) school days, or if the "grievance" is not thus resolved to the supervisor's satisfaction, the supervisor may appeal the principal's decision to the Superintendent within five (5) school days. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the principal, may confer with concerned parties, and upon request, with the employee or the principal separately. He shall resolve the matter as quickly as possible and in any event, within ten (10) school days. The Superintendent shall communicate his decision in writing, along with the supporting reasons, to the employee and the principal.

4. If no decision is rendered by the Superintendent within ten (10) school days, or if the grievance is not thus resolved to the supervisor's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing to the Secretary of the Board of Education within ten (10) school days of the Superintendent's response or the day that the response was due.

The Board, or a committee thereof, may review the grievance, hold a hearing with the employee, unless waived by the employee, and render a decision in writing within thirty (30) calendar days of the request for review.

B. <u>Miscellaneous Procedures</u>

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file in the central office and shall not be kept in the personnel file of any of the participants and shall be available to only the individual person and the superintendent.

In the event that a grievance is filed at such time that it cannot be processed through all of the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced, at the request of either party so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

ARTICLE V SICK LEAVE

- A. All Supervisors employed on a full-time basis by the Board of Education shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year. Unused sick leave shall be accumulated from year to year with no maximum limit.
- B. Supervisors shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.
- C. Supervisors shall be entitled to pay for accumulated sick leave based upon the following conditions:
 - 1. Ten years of service with the High Point Regional School District;
 - 2. Actual retirement rather than vesting or any other separation from the school district;
 - 3. Compensation for accumulated sick leave shall be at the rate of \$80.00 per day to a maximum of one hundred seventy five (175) days;
 - 4. Supervisors will have the option of getting sick time buy out at the time of retirement or on January 15 of the following year.

ARTICLE VI TEMPORARY LEAVE OF ABSENCE

- A. Supervisors shall be entitled to personal leave up to a total of five (5) days. This absence is not chargeable to sick leave.
 - 1. Personal leave may be granted for the following reasons:
 - (a) Death in the immediate family (Immediate family to include: Mother, father, husband, wife, sister, brother, son, daughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law);
 - (b) Serious illness in the immediate family. Leave will be granted for serious illness within immediate family. Supportive testimony by a physician may be required by the administration;
 - (c) Court Subpoena;
 - (d) Personal business which cannot be handled outside of school hours;
 - (e) Two personal days may be granted without explanation;

All requests for personal leave are subject to approval by the superintendent and must be made in writing at lease one (1) week prior to intended absence. In the case of an emergency, the Superintendent should be notified as soon as possible. The personal day request form must be processed within one week after returning to school.

Additional personal days may be granted by the superintendent in emergency situations.

- 2. No personal days will be granted the day before or after a scheduled vacation for the purpose of extending a vacation.
- 3. Unused personal days will be added to the employee's compensable sick days at the rate of two (2) personal days for one (1) sick day according to the following schedule (one-half personal days receive no credit);

<u>Personal Days</u>	<u>Sick Days</u>
5	2 1/2
4	2
3	1 ½
2	1
1	1/2
0	0

B. Time necessary for persons called into temporary active duty of any unit of United States Reserve or State National Guard. An employee shall be paid his/her regular pay in addition to any pay which he/she receives from the State or Federal Government, provided such obligations cannot be fulfilled on days when school is not in session.

ARTICLE VII EXTENDED LEAVES OF ABSENCE

A. <u>Maternity Leave of Absence</u>:

1. General Policy Statement

The Board of Education shall grant leave of absence for maternity, without pay, to any regularly employed staff member, upon written request for such leave, accompanied by the proper certification of pregnancy by the employee's physician.

- 2. Application for Leave
 - (a) The employee shall notify the administration as soon as pregnancy is determined. This notification is to include the expected date of delivery and attending physician's name, address, and telephone number.
 - (b) Upon receipt of this notification, a medical capability report will be mailed to the physician and a date determined for termination of active service.
 - (c) At least four (4) months before the termination date, an application for maternity leave must be filed with the superintendent.
- 3. Commencement of Leave

Leaves will normally begin on the date mutually agreed to by the employee, or physician, and the school administration, and shall extend to the reinstatement date.

4. Employee Capability

When, in the opinion of the Board, an employee's condition is in jeopardy, her job performance is declining or her absence places the progress of her students in jeopardy, the Board has the right to require a medical examination by her physician, at its expense. Upon the recommendation of the medical examiner, the Board reserves the right to place the employee on maternity leave immediately.

5. Duration of Leave

Such leave of absence shall be for a period not to exceed two (2) full calendar years beyond the date of which such leave becomes effective. However, under certain circumstances, the leave may be renewed at the discretion of the Board.

6. Time and Return From Leave

Supervisors who have been on maternity leave status normally will return at the beginning of a semester. The substitute supervisor, accordingly, usually will be employed on a semester-to-semester basis.

B. <u>Adoption of an Infant Child</u>

Any supervisor adopting an infant child may receive a leave of absence under the conditions as set for Section A-1, 3, 5,6, which leave shall commence upon receiving de facto custody of the infant, or earlier if necessary to fulfill the requirements for the adoption but in no case with less than thirty (30) days notice to the superintendent. The contract for the year in which the supervisors will be returned to full time service must be returned signed or unsigned no later than fifteen (15) days after the date of issuance.

Where both husband and wife work for the High Point Regional School District, only one or the other may apply for and receive leave under this paragraph.

C. <u>Peace Corps, VISTA, etc.</u>

Leave of absence without pay of up to two (2) years may be granted to any tenure supervisor who joins the Peace Corp., VISTA National Teacher Corps, or serves as an exchange teacher or overseas teacher who is a full time participant in either of such programs or accepts a Fulbright scholarship. The contract for the year in which the supervisor will be returned to full time service must be returned signed or unsigned no later than fifteen (15) days after date of issuance.

Upon return from leave as described in this section, the supervisor shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his leave.

- D. A leave of absence may be granted to a supervisor by the Board of Education for study, including study in another area of specialization, for travel or for other reasons.
- E. Supervisors shall be entitled to the benefits provided under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

ARTICLE VIII INSURANCE

- A. The Board of Education shall provide a hospitalization plan for all full-time employees and their dependents. (Dependents as defined by the hospitalization plan in existence at the time of this agreement.) Full time employees are those working more than 30 hours per week. The Board shall also provide one hundred (100%) percent for the Blue Select plan. Employees may select the HMO Blue option for a hospitalization plan. The Board of Education shall provide the HMO Blue Option for all new supervisors hired for the 2005-06 school year and thereafter including dependent coverage. The supervisor may opt for the other plan but must pay the difference for three years. The Board of Education has the option to waive this clause and provide the Blue Select plan to a newly hired supervisor if they choose to do so.
- B The insurance carrier shall be determined by the Board of Education. Any new carrier chosen by the Board shall provide benefits equal to or better than those provided by the previous carrier.
- C. The Board of Education shall pay one hundred (100%) percent of the premium for the existing dental insurance plan.
- D. The Board of Education shall pay one hundred (100%) of the premium for the existing prescription drug program. Employees shall be required to pay a twenty (\$20.00) dollar co-pay charge for brand name prescription drugs and a ten (\$10.00) co-pay for generic prescription drugs. The same fees will also apply to the mail order option.
- E. Any employee on an extended medical leave (including disability for childbirth) shall remain in the insurance programs at the Board's expense for ninety (90) days after his/her sick leave expires. This 90 day period will run concurrently with the Federal/New Jersey Family Leave Act, and/or if the employee does not return to employment, will run concurrently with the sixty day termination clause.
- F. The maximum amount claimable under the major medical shall be increased to an unlimited amount.
- G. The insurance carrier may require a staff member to obtain a second medical opinion prior to surgery.
- H. All employees using the Family Plan or the Parent and Child Plan have the option to opt-out of medical benefits, not including prescription and dental, provided they can provide proof of other insurance coverage (e.g. a spouse's plan.) Employees will be paid 30% of the medical premium cost only. An employee can opt back in with the following conditions:
 - 1. If there is a change in life circumstances, meaning the employee will be without insurance (e.g. death, divorce, unemployment), the employee may opt back in immediately providing they can prove there is no insurance.

- 2. If there is a change in the employee's coverage (such a change in policy benefits, or an increase in a spouse's insurance costs, etc.), the employee may opt back in only during the open enrollment period. This enrollment period will take place October 1-31 of each year of enrollment beginning January 1 of the following year.
- 3. Opt out can occur once per year (July 1 to June 30) and will be paid in two equal (pro-rated if necessary) installments in each year (December and June). If the employee chooses to opt out and is placed on an unpaid leave of absence, reimbursement will be adjusted accordingly. A waiver process will be in place. The employee must submit a voucher to the Board of Education for reimbursement. This opt out provision will be in accordance with IRS Section 25 Regulations.

ARTICLE IX GRADUATE REIMBURSEMENT

- A. For the first year of the contract, the Board of Education shall provide reimbursement at the New Jersey City University Fall rate per graduate credit, up to a maximum of nine (9) graduate credits per year, per individual.
- B. Reimbursement will be made only for supervisors who earn a grade of "C" or better for the graduate course.
- C. Approval of credits for reimbursement shall be subject to prior approval of the Superintendent by using the form "Request for Approval of Graduate Course(s)." Course approval shall be for a one year period of time (September 1 August 31). Any courses which have been approved and are not completed within the approved year must be resubmitted to the Superintendent for approval. If more than nine (9) credits are taken within a given school year, the additional courses beyond nine credits cannot be submitted at a later time for reimbursement.
- D. Request for payment should be made no later than 60 days after the completion of courses. This request for payment should be accompanied by a transcript or verification of course completion and receipted bill, voucher, or check indicating the amount paid for the course(s).
- E. Graduate credits for reimbursement shall be calculated from September 1 to August 31 of each school year.
- F. All approved graduate courses must be associated with an accredited college or university.
- G. A maximum of three (3) district in-service credits can be used per year toward accumulated graduate credit on the salary guide.

ARTICLE X EMPLOYMENT RECORDS

A supervisor shall have the right, upon request, to review the contents of his/her personnel file and to make copies of documents contained therein, except as to those materials which have been deemed confidential in nature by an outside party providing the material.

Supervisors shall be made aware of new materials that are to be placed in their personnel file. Materials in the personnel file shall be subject to the grievance procedure.

ARTICLE XI LONGEVITY

Effective July 1, 1997, longevity shall be paid as follows, after completion of the below listed years of service within the High Point Regional School District:

12 years	\$ 800 per year
17 years	\$ 800 per year
21 years	\$ 800 per year
25 years	\$ 900 per year

Longevity for 25 years of service shall only be for service in High Point. All staff members covered by this Agreement who were employed by the Board as of June 30, 1986, shall be credited with prior service with other school districts, as previously granted, for purposes of the longevity benefit.

For all supervisors covered by this Agreement who were employed on or after July 1, 2000, longevity shall be paid as follows after completion of the listed years of service with the High Point Regional School District.

12 years	\$ 400 per year
17 years	\$ 600 per year
21 years	\$1000 per year
25 years	\$1200 per year

Longevity for extracurricular service is determined based on the pay scale established within the agreement between the Board and the HPEA.

ARTICLE XII DUES

That the Supervisors may become a member of the Principals and Supervisors Association (PSA) and the expenses of said membership to be incurred by the district.

ARTICLE XIII SABBATICAL LEAVE

Supervisors are entitled to sabbatical leave in accordance with the provisions stated in the contract agreement with the High Point Education Association (HPEA).

No more than one (1) supervisor per year shall be entitled to such leave.

ARTICLE XIV ASSIGNMENT SCHEDULE

The following assignment schedule shall apply to supervisors:

<u>Number of</u> <u>Teachers</u>	<u>Maximum</u> <u>Teaching Periods</u>
1 - 11	3
12 +	2

ARTICLE XV SALARY GUIDE

Supervisors' base salaries are computed based upon their appropriate placement on the teachers' salary guide for years of experience and degree status.

Supervisors may elect to have direct deposit to the bank of their choice.

Supervisors employed on a ten (10) month basis can opt to be paid in twenty (20) or twenty-four (24) equal semi monthly installments. For supervisors who opt for the twenty four (24) equal semi-monthly installment plan, checks will be disseminated during the fiscal year from July 1 to June 30. Any supervisor opting to be paid in twenty four (24) equal semi-monthly payments and separating from the district prior to the pay period where the aggregate of the checks disbursed equals the amount that would have been disbursed had the supervisor opted to be paid in twenty (20) equal payments, shall be required to reimburse the district the amount overpaid.

The salary also includes a stipend based on size of department. Two weeks summer salary (5% of base) will be added to the base for the duration of this agreement. The contract will include the above totals for pension purposes. Opportunity to move on the teachers' guide for experience and degree status is mutually understood.

Computation Example for 2003-04:									
Supervisor	<u>Step</u>	<u># In Dept.</u>	Base	+Stipend ·	+ Summer Monie	es + Long.=	Total Sal.		
			5% of Base						
John Doe	E-11	6	77,378	8,260	3,869	2400	\$91,907		

STIPENDS OF CURRENT SUPERVISORS HIRED PRIOR TO JULY 1, 2003, BASED ON 5.0%, 4.5%, AND 4.5%

Supervisor of	Base 2002-2003	<u>2003-2004 (5.0%)</u>	<u>2004-2005 (4.5%)</u>	<u>2005-2006 (4.5%)</u>
English	\$7,267	\$7,630	\$7,973	\$8,331
Science	7,267	7,630	7,973	8,331
World Languages	6,896	7,240	7,565	7,905
Special Education	7,904	8,299	8,672	9,062
Health & PE	8,036	8,437	8,816	9,212
Social Studies	7,267	7,630	7,973	8,331
Mathematics	8,036	8,437	8,816	9,212
Fine Arts	7,638	8,019	8,379	8,756
Tech./Home Ec./Bus.	7,585	7,964	8,322	8,696

STIPEND GUIDE FOR SUPERVISORS HIRED AFTER JULY 1, 2003

STIPEND GUIDE - 2003 - 2004

Members in Department (Excluding Supervisor)	<u>Step 1- 2</u>	Step 3	<u>Step 4</u>	<u>Step 5</u>	<u>Step 5+</u>
1-11 12 +	6,896 7,267	7,240 7,630	7,565 7,973	7,905 8,331	8,260 8,705
	<u>Stipen</u>	id guide - 200)4 - <u>2005</u>		
Members in Department (Excluding Supervisor)	Step 1	<u>I-3 Step</u>	<u>4</u> <u>Ste</u>	<u>p 5 Step 5</u>	<u>+</u>
1-11 12 +	7,339 7,734	7,565 7,973			
	STIPEN	ID GUIDE - 200)5 - 2006		
Members in Department (Excluding Supervisor)	Step 1	<u>I - 3</u> <u>Step</u>	<u>4</u> <u>Ste</u>	<u>p 5 Step 5</u>	<u>)</u> +
1-11 12 +	7,339 7,734	7,56 7,97			

ARTICLE XVI DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2003 and shall continue in effect through June 30, 2006.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary after ratification by the members of the Association at a meeting duly called for that purpose, and the Board has caused this Agreement to be duly signed by its President and attested by its Secretary pursuant to a resolution duly adopted by the said Board this <u>twentieth</u> day of <u>December 2004</u>.

This Agreement has been executed in duplicate, one copy to be retained by the Board, and one copy to be retained by the Association, such duplicate original copy being permanently bound.

ATTEST: HIGH POINT REGIONAL HIGH SCHOOL BOARD OF EDUCATION

Secretary

President

ATTEST: HIGH POINT SUPERVISORS ASSOCIATION

Secretary

President

SUPERVISORS SALARIES 2003 - 2004

Name	Step	Base	# In Dept.	Step	Stipend	Summer Monies	HP Yrs Completed	Longevity	Total Salary
William Bauer English	E-11	77,378	13	3	7,630	3,869	30	3,300	\$ 92,177
Thomas Costello Science	E-11 (MA+45)	77,878	12	3	7,630	3,894	18	1,600	\$ 91,002
Michael Hingston World Language	E-11	77,378	8	3	7,240	3,869	11		\$ 88,487
Diane Paine Special Education	E-11	77,378	21	n/a	8,299	3,869	22	2,400	\$91,946
Daniel Pecoriello Physical Educ./Health	E-11	77,378	9	n/a	8,437	3,869	26	3,300	\$ 92,984
Joseph Santora Social Studies	E-11 (MA+60)	78,378	13	3	7,630	3,919	14	800	\$ 90,727
Dorothy Saski Mathematics	E-11	77,378	11	n/a	8,437	3,869	33	3,300	\$ 92,984
Diane Sorchik Fine Arts	E-11 (MA+45)	77,878	7	n/a	8,019	3,894	31	3,300	\$ 93,091
Mark Wallace Industrial Technology, Home Economics, Business	E-11 (MA+45)	77,878	17	n/a	7,964	3,894	4	0	\$ 89,736

SUPERVISORS SALARIES 2004 - 2005

Name	Step	Base	# In Dept.	Step	Stipend	Summer Monies	HP Yrs Completed	Longevity	Total Salary
William Bauer English	E-11	79,239	14	4	7,973	3,962	31	3,300	94,474
Thomas Costello Science	E-11 (MA+45)	79,739	13	4	7,973	3,987	19	1,600	93,299
Michael Hingston World Language	E-11	79,239	8	4	7,565	3,962	12	800	91,566
Diane Paine Special Education	E-11	79,239	21	n/a	8,672	3,962	23	2,400	94,273
Daniel Pecoriello Physical Educ./Health	E-11	79,239	10	n/a	8,816	3,962	27	3,300	95,317
Joseph Santora Social Studies	E-11 (MA+60)	80,239	13	4	7,973	4,012	15	800	93,024
Dorothy Saski Mathematics	E-11	79,239	12	n/a	8,816	3,962	34	3,300	95,317
Diane Sorchik Fine Arts	E-11 (MA+45)	79,739	7	n/a	8,379	3,987	32	3,300	95,405
Mark Wallace Industrial Technology, Home Economics, Business	E-11 (MA+45)	79,739	17	n/a	8,322	3,987	5	0	92,048

SUPERVISORS SALARIES 2005 - 2006

Name	Step	Base	Step	# In Dept.	Stipend	Summer Monies	HP Yrs Completed	Longevity	Total Salary
William Bauer English	E-11	81,422	5	14	8,331	4,071	32	3,300	97,124
Thomas Costello Science	E-11 (MA+45)	81,922	5	13	8,331	4,096	20	1,600	95,949
Michael Hingston World Language	E-11	81,422	5	8	7,905	4,071	13	800	94,198
Diane Paine Special Education	E-11	81,422	n/a	21	9,062	4,071	24	2,400	96,955
Daniel Pecoriello Physical Educ./Health	E-11	81,422	n/a	10	9,212	4,071	28	3,300	98,005
Joseph Santora Social Studies	E-11 (MA+60)	82,422	5	13	8,331	4,121	16	800	95,674
Dorothy Saski Mathematics	E-11	81,422	n/a	12	9,212	4,071	35	3,300	98,005
Diane Sorchik Fine Arts	E-11 (MA+45)	81,922	5+	7	8,756	4,096	33	3,300	98,074
Mark Wallace Industrial Technology, Home Economics, Business	E-11 (MA+45)	81,922	n/a	17	8,696	4,096	6	0	94,714