

AGREEMENT

Between

HIGH POINT REGIONALHIGH SCHOOL BOARD OF EDUCATION

And

HIGH POINT REGIONAL DEPARTMENT SUPERVISORS

JULY 1, 2010 TO JUNE 30, 2011

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ARTICLE I RECOGNITION

In accordance with Chapter 123, Public Laws of 1974, The High Point Regional High School Board of Education, hereinafter known as "Board", recognizes the High Point Department Supervisor's Association, hereinafter known as "HPDSA" as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all certified personnel employed by the Board, including only Department Supervisor's of:

- Fine and Performing Arts
- Language Arts
- Mathematics
- Science
- Social Studies
- Technological Studies, Home and Family Studies, and Business Studies
- World Languages

ARTICLE II
SUPERVISOR'S EMPLOYMENT, CERTIFICATION AND EVALUATION

- A. At minimum, a yearly evaluation of the supervisor's performance will be completed using the management plan format currently in place 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.
- D. The Supervisors recognize the importance of the day after Teacher check-out and the three (3) days of new Teacher orientation. Barring extenuating circumstances, Supervisors will be present on the day after Teacher check-out and at least one of the New Teacher orientation days.

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. Procedures

1. Any supervisor who has a grievance shall, within thirty (30) days of its occurrence, discuss it first with the Administrator who is directly involved, 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 Administrator who is directly involved. 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;
 - (c) The results of the previous discussions;
 - (d) The employee's dissatisfaction with the decision previously rendered.
 - (e) The relief sought.The Administrator who is directly involved 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 Administrator who is directly involved within five (5) school days, or if the "grievance" is not thus resolved to the supervisor's satisfaction, the supervisor may appeal the 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 Administrator who is directly involved, and may confer with concerned parties, and upon request, with the employee or the Administrator who was directly involved 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 Administrator who was directly involved.

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, shall 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.

5. In the event that the grievance is not resolved to the Supervisor's satisfaction, then the Advisory Arbitration process may be utilized.

B. Miscellaneous Procedures

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 \$85.00 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 unless contrary to State Law.

**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;
 - (f) Recognition of a religious holiday;
 - (g) Any other reason deemed acceptable by the Superintendent.

All requests for personal leave are subject to approval by the superintendent and must be made in writing at least 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 Day</u> | <u>Sick Day</u> |
|---------------------|-----------------|
| 5 | 2 ½ |
| 4 | 2 |
| 3 | 1 ½ |
| 2 | 1 |
| 1 | ½ |
| 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 in accordance with the minimum obligations set forth under applicable state and federal laws.

ARTICLE VII
EXTENDED LEAVES OF ABSENCE

A. Maternity Leave of Absence:

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) At least four (4) months before the commencement of leave, an application for maternity leave shall be filed with the Superintendent of Schools. This application 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.
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**
Maximum maternity leave is the school year in which leave begins, plus one additional year. For purposes of this provision, the school year ends, for ten (10) months employees, on the last day of school. 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. Adoption of an Infant Child

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. Notice shall be given within thirty (30) days of adoption, or as otherwise provided by law or regulation. 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. Peace Corps, VISTA, etc.

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. Eligible Supervisors under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act shall be entitled to the benefits provided within.

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%) percent 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.
- I.
1. No prescription co-pay benefit in major medical plans (PPO/HMO).
 2. Office visit HMO - \$5.00
 3. Office visit PPO - \$15.00

**ARTICLE IX
GRADUATE REIMBURSEMENT**

- A. The Board of Education shall provide reimbursement at the New Jersey City University Fall rate per graduate credit, up to a maximum of twelve (12) 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 twelve (12) credits are taken within a given school year, the additional courses beyond twelve (12) 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**

1. 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 |

2. a. except as otherwise set forth below, beginning with the 2008-2009 school year, no employee occupying an extra curricular position for the first time will be eligible for extra curricular longevity.
- b. Employees holding extra curricular positions as of the 2007-2008 school years are grandfathered.
- i. Grandfathered employees who voluntarily or involuntarily vacate their position lose all eligibility for longevity if they subsequently return to an extracurricular position. Unless;
 - ii. A grandfathered employee who is assigned to any extracurricular position will retain eligibility for longevity.
- c. If grandfathered employee voluntarily changes position to a completely different one, then longevity is lost.
- d. Grandfathered employee maintains longevity if on leave of absence.

- e. Grandfathered employee maintains longevity if he/she remains in some aspect of the category (head coach field hockey to assistant coach field hockey).

Longevity payments for extra-curricular positions shall be determined as follows:

Extra Curricular Salary Longevity Categories

| | <u>A</u> | <u>B</u> | <u>C</u> |
|----------|----------|----------|----------|
| 5 Years | 250 | 350 | 450 |
| 8 Years | 550 | 650 | 750 |
| 11 Years | 1050 | 1150 | 1300 |

Category A: Asst. Winter Track, Asst. Winter Cheer., Asst. Cheerleading, Chamber Singers, Drama Director, Jazz Ensemble, Literary Magazine, Music Director, Band Front, Class Advisor, NHS, Debate Club, FBLA, Mock Trial, Model Congress, TSA, Science Club, NJ Science Team, DECA Team, International Club, Choreographer, Technical Director, Community Relations, Rehearsal Pianist, Engineering Design, Interact.

Category B: Head Tennis, Head Cross Country, Head Bowling, Head Golf, Weight Training, Head Skiing, Head Winter Track, Assistant Ice Hockey, Head Fall Cheerleading, Head Winter Cheerleading, Asst. Baseball, Asst. Softball, Asst. Soccer, Asst. Field Hockey, Asst. Swimming, Asst. Track, Asst. Tennis, Asst. Cross Country, Academic Team Advisor, Audio Visual, Marching Band Dir., Musical Director, Peer Counseling, Yearbook, School Newspaper, School Store Advisor.

Category C: Head Football, Head Basketball, Head Wrestling, Trainer, Head Baseball, Head Softball, Head Soccer, Head Field Hockey, Head Ice Hockey, Head Swimming, Head Track, Asst. Football, Asst. Basketball, Asst. Wrestling, Student Council.

**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**

- A.** A sabbatical leave may be granted to a Supervisor by the Board for study or travel related to the Supervisor's area of current assignment, subject to the following other conditions:
1. One Supervisor shall be entitled to such a leave, and a second Supervisor may be considered for such a leave at the Board's discretion.
 2. A Supervisor on sabbatical leave for one (1) year having seven (7) or more consecutive years of service at High Point will receive fifty (50%) percent of the salary rate which they would have received if they remained on active duty.
 3. Requests for all sabbatical leaves must be received by the Superintendent in writing no later than February 15th of the preceding school year.
 4. A half year sabbatical at half pay will be available subject to finding an appropriate replacement for the half year. The Board will have to notify the applicant sixty (60) days prior to the beginning of the sabbatical program if the Board is unable to find a replacement.
 5. Upon return from sabbatical leave, a Supervisor shall be placed on the salary schedule at the level which the Supervisor would have achieved had they remained actively employed in the system during the period of his/her absence. Recipient must return for two (2) years or reimburse the Board.
- B.** Supervisors who have been granted a sabbatical shall be eligible for a sabbatical leave thereafter with each additional seven (7) years of service.
- 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 Teachers</u> | <u>Maximum Teaching Periods</u> |
|---------------------------|---------------------------------|
| 1 – 11 | 3 |
| 12 + | 2 |

NOTES

1. William Bauer shall receive a 4.4% increase on his 2006-2007 base salary prorated for the time he served during the 2007-2008 school year.
2. Mary Hassenplug does not appear in the calculations for 2007-2008 as she served as Coordinator during that year. Mary's salary for 2008-2009 was negotiated to be \$99,500. Mary will appear in the above salary schedule beginning in the 2009-2010 school year.
3. Joe Santora's 2007-2008 Base salary includes an additional \$1,000 due to his achievement of an Ed.D. which was received in October, 2006.
4. Tom Costello's MA+60 is reflected in his 2006-2007 base.
5. Beginning with the 2007-2008 school year, upon attainment of MA plus 60 credits, \$500.00 shall be added to the Supervisor's Base Salary and remain as part of the Base for future negotiations.
6. Beginning with the 2007-2008 school year, upon attainment of a Doctorate Degree, \$1,000.00 shall be added to the Supervisor's Base Salary and remain as part of the Base for future negotiations.
7. The applicable increase in pay as listed in # 3 and # 4 above shall be based on the receipt of official transcripts, indicating the number of credits beyond the Masters and/or official transcripts indicating that the Doctorate Degree was issued or awarded. This documentation must be on file at least one week prior to the September Board of Education meeting in order to be eligible for the increase in salary for that year.
8. At their regular meeting on February 28, 2011, the Board of Education abolished the position of Supervisor of Instruction, effective July 1, 2011. Beginning with the 2011-2012 school year, the current year supervisors will be offered a contract as a full-time Teacher.

Memorandum of Agreement

It was mutually agreed on the 10th day of March 2011 to compensate the six members of the High Point Regional Department Supervisors for the 2010-2011 contract year at the one-year increase of 1.9% of the base salary which already includes the 1.5% deduction from base salary toward health benefits. All other conditions of the previous contract remain in effect for this contract period July 1, 2010 and ending June 30, 2011, at which time the position of Supervisor of Instruction will be terminated as approved by the High Point Regional High School Board of Education at the February 28, 2011 public meeting.

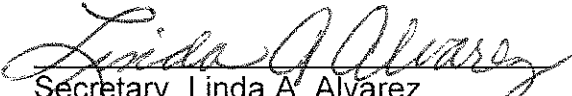
2010-2011 Salary Guide with 1.9% increase


| <u>Name</u> | <u>Salary</u> <u>2009-10</u> | <u>Longevity</u> <u>2009-10</u> | <u>Total</u> <u>Salary</u> <u>2009-10</u> | <u>Increment</u> <u>1.9%</u> | <u>Salary</u> <u>2010-11</u> <u>w/1.9%</u> <u>incr.</u> | <u>Longevity</u> <u>2010-11</u> | <u>Total</u> <u>2010-11</u> |
|-------------|---------------------------------|------------------------------------|---|---------------------------------|--|------------------------------------|--------------------------------|
| Costello | 109,881.29 | 2,400.00 | 112,281.29 | 2,087.74 | 111,969.03 | 3,300.00 | 115,269.03 |
| Emering | 108,032.23 | 0.00 | 108,032.23 | 2,052.61 | 110,084.84 | 0.00 | 110,084.84 |
| Hassenplug | 102,982.50 | 2,400.00 | 105,382.50 | 1,956.67 | 104,939.17 | 2,400.00 | 107,339.17 |
| Hingston | 108,224.21 | 1,600.00 | 109,824.21 | 2,056.26 | 110,280.47 | 1,600.00 | 111,880.47 |
| Santora | 110,956.64 | 1,600.00 | 112,556.64 | 2,108.18 | 113,064.82 | 2,400.00 | 115,464.82 |
| Wallace | 109,701.66 | 0.00 | 109,701.66 | 2,084.33 | 111,785.99 | | 111,785.99 |

This agreement shall be effective as of July 1, 2010 and shall continue in effect through June 30, 2011

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 on the 4th day of May, 2011; and the Board has caused this Agreement to be fully signed by its President and attested by its Secretary pursuant to a resolution duly adopted by the said Board the 23rd day of May, 2011.

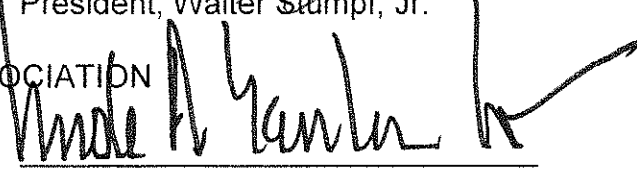
ATTEST: HIGH POINT REGIONAL HIGH SCHOOL BOARD OF EDUCATION


Secretary, Linda A. Alvarez


President, Walter Stumpf, Jr.

ATTEST: HIGH POINT SUPERVISORS ASSOCIATION


Secretary


President