

EMPLOYMENT CONTRACT BETWEEN THE
NORTHERN HIGHLANDS REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION and
THE NORTHERN HIGHLANDS SUPERVISORS' ASSOCIATION

I. MEMBERSHIP

A. Unit Membership—Recognition Clause

The Northern Highlands Regional High School District Board of Education, hereinafter known as the “Board,” recognizes the Northern Highlands Supervisors’ Association, hereinafter known as the “NHSA,” as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all supervisors.

B. Definitions

For purposes of clarity, terms crucial to the interpretation of this contract are listed below:

1. Members—Supervisors

When used hereinafter in this Agreement, the terms shall refer to all professional employees represented by the NHSA.

II. NEGOTIATIONS PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws on 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel.

B. Negotiating Team Authority

Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.

C. Modification—Understanding of Parties

During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. This Agreement shall be effective as of July 1, 2012, and shall continue in effect until June 30, 2015, subject to the NHSA’s right to negotiate over a successor Agreement, as provided therein.

III. SALARIES

The salaries for all supervisory positions covered by this Agreement are set forth in Schedule A attached hereto. There shall be a \$150,000 salary cap effective upon ratification. Additionally, there will be a \$1,000 Honorarium each year for an earned doctorate.

The Board has the unfettered right to set starting salaries for any newly hired supervisor.

IV. WORK YEAR

- A. In addition to their work days during the school year, ten (10) month supervisors shall also be employed for eighteen (18) days during the summer recess. These days will include three (3) immediately following the end of the school year; four (4) during the third week of August when new teachers are present for orientation, and three (3) immediately before the first day for teachers. A day during the summer shall be defined as six hours of work.
- B. All new supervisors will work a twelve (12) month contract as specified in Paragraph F below.
- C. In general, supervisors will teach two (2) periods. However, specific supervisors' assignments are subject to change based on equitable workload among supervisors and the specific needs of the district. Absent of an emergency situation or unforeseen circumstances, the Supervisor of Guidance will not be assigned classes.
- D. Each supervisor will be limited to a maximum of one (1) paid co-curricular/coaching activity at Northern Highlands and none outside the district. Supervisors are required to attend the following events/activities as part of their professional responsibilities: Back to School Night; Graduation; National Honor Society Induction; Senior Awards; Curriculum Overview; Open House; Honor Roll Breakfast; Transition Project Family Night; New Faculty Reception; and five (5) other evening and/or weekend programs/events or athletic competitions.
- E. A supervisor may tutor a Northern Highlands student not assigned to him/her in the regular classroom only for standardized tests.
- F. All new supervisors will work a twelve (12) month contract. They and all other twelve (12) month supervisors:
 - 1. Are entitled to twenty-five (25) vacation days per year. They will be entitled to roll over up to five (5) vacation days per year with the approval of the Superintendent, and may use no more than thirty (30) vacation days in a given contract year. If a twelve (12) month supervisor is not permitted to take any of his/her yearly allotment of twenty-five vacation days due to a Board directive that he/she work on a particular day or days, he/she will be paid at his/her per diem rate for all vacation days (a maximum of twenty [20] which he/she could not take due to said directive.
 - 2. Upon separation of employment, a twelve (12) month supervisor shall be entitled to his/her then existing per diem rate for the number of yearly allotted vacation days (25) which were not used in the year of separation.
 - 3. Twelve (12) month supervisors shall work all weekdays except for the following holidays: Labor Day, Rosh Hashanah, Yom Kippur, NJEA Convention, Thanksgiving, the day after Thanksgiving, December 24, 25, and 26, December 31, January 1, Martin Luther King Jr.

Day, Presidents' Day, Good Friday, Memorial Day, and July 4, unless school is in session. Unless a twelve (12) month supervisor chooses to use his/her vacation days during the school recess, said recesses shall not be holidays under this Agreement.

4. Twelve (12) month supervisors shall be entitled to twelve (12) sick days per year
5. Ten (10) month supervisors shall have the same recess and sick day schedule as teachers.

V. EVALUATION

- A. In accordance with New Jersey law, each supervisor will receive a written summative evaluation from the principal/superintendent during the summer recess following each school year. The supervisor will meet with the principal/superintendent during the summer recess to discuss the evaluation.

VI. SALARY DEDUCTIONS

- A. The following compulsory deductions will be made: Federal Income Tax; State Income Tax; F.I.C.A. (Social Security); and deductions for the Teacher Pension Annuity Fund. Deductions for health insurance premiums are covered in IX A.
- B. Any additional/optional deductions will be made upon written authorization of the supervisor.

VII. WORK DAY

- A. In consideration of the demands of the position, the workday for the employee shall be flexible in nature, except that supervisors shall arrive fifteen (15) minutes before the contractual arrival time of teachers on days when school is in session.
- B. Supervisors shall be afforded professional days to fulfill their obligation to professional endeavors with approval of the Superintendent.
- C. Supervisors shall work during days in which school is in session, from September 1 through June 30.

VIII. LEAVES OF ABSENCE

- A. Supervisors shall receive three (3) personal leave days per year.
- B. Sick leave is hereby defined to mean the supervisor's absence from duty because of personal disability due to illness or injury of the employee.
- C. Ten (10) month supervisors shall receive ten (10) sick days per year with pay. Twelve (12) month supervisors shall receive twelve (12) sick days per year with pay.
- D. All unused sick days shall be cumulative and may be carried over from year-to-year.
- E. In addition to leave for personal illness, a supervisor may be allowed a maximum of five (5) school days per incident in any one year with full pay because of death or critical illness within the immediate family. A maximum of five (5) additional days may be granted with deduction of substitute's salary where such additional absence is necessary and unavoidable. Thereafter, full deduction shall be made. "Critical" shall be construed to mean of the nature of, or constituting, a crisis, hence of doubtful issue as

determined by the Superintendent. "Immediate" shall be understood to include in the family husband, wife, civil union partner, father, mother, child, brother, sister, mother-in-law, father-in-law and any other relative making his or her home with the employee's family. In case of death of a relative of the second degree, absence of one (1) full day may be allowed with full pay. Thereafter, full deduction shall be made. Relatives of the second degree shall be understood to include uncle, aunt, grandparent, nephew, niece, cousin, brother-in-law and sister-in-law. Application for use of the allowances in this section ("E") must be made in writing to the Superintendent within the month when the absence occurs, and is subject to his/her approval.

F. Payment for Unused Sick Leave Upon Retirement

1. In accordance with New Jersey law, any supervisor who retires from Northern Highlands Regional High School according to the provisions of the Teachers Pension and Annuity Fund and has completed at the time of retirement at least eighteen (18) years of service in Northern Highlands, will be reimbursed for all accumulated sick leave days, after the first fifty (50) days, which shall be deductible, at the rate of \$85.00 per day to a maximum total payment of \$18,000.00. For supervisors hired after ratification of this Agreement, the maximum total payment shall be \$15,000.00.
2. Said moneys will be paid within forty-five (45) days after the date of the employee's retirement/resignation, and will be paid by a payroll check with normal employee deductions. The employee's retirement/resignation shall be binding, final and irrevocable at the time it is accepted by the Northern Highlands Regional High School Board of Education.

Supervisors claiming reimbursement under this provision must notify the Board Secretary of their intention to retire at the end of the first semester not later than the preceding October 1 or, if retiring at the end of the school year, not later than the preceding February 1.

Payment will be made to the supervisor according to the following schedules, at the option of the retiring supervisor:

- a. All on or about July 15
- b. All on or about the following January 1
- c. Half on each date.

G. Pregnancy, Childbirth-Child Care Leave

1. Physical Disability Related to Pregnancy and Childbirth
 - a. Supervisors shall be entitled to family leave per state and federal regulations.
 - b. Supervisors who are physically disabled by reason of pregnancy, childbirth and postpartum recovery will be entitled to utilize accumulated sick leave for up to a maximum of forty (40) days. Additional use of sick leave may be permitted upon medical certification of particular complications related to the pregnancy, childbirth and post-partum recovery. The supervisor shall be entitled to leave under this paragraph to the extent to which she has accumulated sick days.
 - c. Supervisors who expect to use such leave will notify the Superintendent of the expected beginning date and duration of such period of disability as far in advance as possible.

d. On the day of the birth of a child, a personal day will be granted. Depending upon the circumstances of the birth, the Superintendent may, after the fact, allow a Critical Illness day to be applied instead.

2. Child Care Leave

a. The Board will grant, upon written request, a child care leave of absence, without pay, in accordance with the New Jersey and Federal Family Leave Acts, a copy of which is on file in the Office of the Secretary to the Board of Education. Child care leaves will normally begin upon the expiration of the physical disability leave provided in paragraph 1 above, or at such other date as may be agreed upon by the supervisor and the Board, and all such leaves will end upon the completion of the first full school year after the date of birth, (e.g., the date of birth occurs between September 2013 and June 2014; requested child care leave would then end on June 30, 2015).

A supervisor may apply in writing for one (1) additional year of unpaid child care leave, and the Board may grant such additional leave.

b. A supervisor who has been on a paid status (work or work plus paid sick leave) for one-half (1/2) of the work year plus one (1) day, shall qualify in the next school year for a full increase.

A supervisor who is on a paid status for less than one-half (1/2) of the work year plus one (1) day, shall receive no increase for the following school year.

Nothing in this clause shall preclude the Board from withholding an increment in accordance with applicable law.

c. Supervisors on child care leave will notify the Superintendent of their intention to return to active duty not later than April 1 of the school year preceding the year in which the supervisor will return to work.

A supervisor who is required to serve on jury duty shall receive his or her regular pay, diminished by the amount of compensation received as a juror, for the day(s) missed due to jury duty.

Leaves of absence for extended periods for reasons other than those stated may be granted by the Board with or without pay for good cause shown. The Board's decision to grant such an extended leave shall not constitute a binding precedent. The Board may deny a request for an extended leave of absence for any or no reason.

IX. INSURANCE

- A. The Board of Education will provide medical coverage through the School Employees' Health Benefits Program. Employees shall contribute in accordance with Ch. 78, P.L. 2011.
- B. The Board of Education will provide dental insurance coverage with premiums paid by the Board of Education.
- C. The Board of Education shall have the right to change insurance carriers so long as the coverage is substantially equivalent. Discussion of any change of insurance carriers shall include representatives of the NHSA.

X. TRAVEL EXPENSES

Any travel and costs shall be reimbursed in accordance with New Jersey law and regulations.

XI. TERMINATION

- A. A termination date shall be mutually agreed upon between the Superintendent and the supervisor of intent to retire or resign, but notice must be as minimally required by statute (i.e., 60 days' notice).
- B. All supervisors preserve the rights and privileges in accordance with N.J.S.A. 18A: et. seq. with regard to tenure.

XII. PROFESSIONAL ASSOCIATIONS/ORGANIZATIONS

The Board of Education recognizes the value of professional organizations and agrees to pay the dues and fees of supervisors for professional associations on the local, county, state and national level which are relevant to the position, as approved by the Superintendent.

XIII. PROFESSIONAL DEVELOPMENT

Each supervisor will have available to him/her a total of no more than \$3,000 per year for use in professional development as a dedicated fund budgeted annually. This amount is the sole source of funds available for professional development. The supervisor must receive approval from the Superintendent for attending any convention/conference prior to its occurrence. Department supervisors may, with the approval of the Superintendent, share these professional development monies with members of their department. In addition, with the approval of the Superintendent, supervisors may share these monies among departments. However, no supervisor may spend more than \$2500 on professional development for him/herself.

XIV. PROVISIONS

- A. The provisions of this contract shall continue in effect beyond the termination date of this Agreement as the policy of the Board and as required as statute, and shall become the minimal terms and conditions of employment for the next year, unless modified and agreed upon by the NHSA and the Board of Education.
- B. No provisions of this Agreement shall be unreasonably withheld for approval by the Board of Education.

XV. GRIEVANCE PROCEDURE

- A. A "grievance" is a claim from the NHSA based upon the interpretation, application or violation of this Agreement affecting an employee or a group of employees.

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 affecting employees. At all levels, the grievance procedure shall include only such parties in interest and their designated or selected representatives.

C. Time Limits

1. The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement in writing.
2. In the event a grievance is filed at such a time that it cannot be processed through all the stages in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

D. Outline of Procedures

Level One

The NHSA shall, within fifteen days of the event giving rise to the grievance, discuss it first with the Principal in an attempt to resolve the matter informally at that level (Schedule I, entitled "Order of Appeals," is attached hereto and made a part hereof). The Principal shall communicate his/her decision to the NHSA in writing within five (5) work days of receipt of the written complaint.

Level Two

The NHSA may, within five (5) work days, appeal the Principal's decision to the Superintendent. 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 and shall confer with the concerned parties or, upon request, with the aggrieved party or Principal separately. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The Superintendent shall communicate his/her decision in writing, along with supporting reasons to the NHSA.

Level Three

If the NHSA is not satisfied with the disposition of the grievance at Level Two, it may, within five (5) working days after a decision by the Superintendent, file the grievance in writing with the Board of Education. The Board of Education shall invite the NHSA to present its case to the entire Board in closed session within thirty (30) days, and it shall approve or reject the Superintendent's determination at its next monthly meeting or within thirty (30) days after the Board hearing, and shall provide for notification to all interested parties of its determination.

Level Four

Advisory Arbitration

- a. If the NHSA is not satisfied with the disposition of the grievance at Level Three, it may, within fifteen (15) work days after the decision by the Board of Education, submit the grievance to advisory arbitration within fifteen (15) work days.
- b. Within ten (10) work days after such written notice of submission to advisory arbitration, a request for a list of arbitrators may be made to the Public Employment Relations

Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission.

- c. The arbitrator shall hear the matter on the evidence and render his/her award in writing, which shall be advisory only. The arbitrator cannot add to and/or subtract from the Agreement and cannot award any type of monetary relief.

XVI. DURATION OF AGREEMENT

Terms of this Agreement shall be effective as of July 1, 2012, and shall continue in effect until June 30, 2015, subject to the right of the NHTA to negotiate a successor agreement.


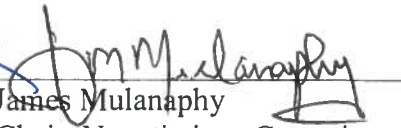
XVII. AGREEMENT

WHEREAS, a duly authorized officer of the Board of Education has approved the terms and conditions of this employment contract, and



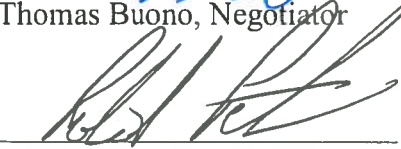
WHEREAS, the NHTA has approved the terms and conditions of this employment contract,

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal(s) to this employment contract on this day of .

FOR THE NHTA DISTRICT BOARD OF EDUCATION

 _____ Barbara Garand Board President	 _____ James Mulanaphy Chair, Negotiations Committee
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FOR THE NHTA SUPERVISORS' ASSOCIATION

 _____ Thomas Buono, Negotiator	 _____ Bruce Emra, Negotiator
 _____ Robert Petrosino, Negotiator	

SCHEDULE A

NORTHERN HIGHLANDS SUPERVISORS	2012/13 SALARY	2013/14 SALARY	2014/15 SALARY
EMRA	\$156,653.02	\$157,436.29	\$158,223.47
BUONO	\$156,653.02	\$157,436.29	\$158,223.47
SIMONETTI	\$141,808.56	\$144,644.73	\$147,537.63
TROTTER	\$139,488.06	\$142,277.82	\$145,123.38
PETROSINO*	\$133,197.72	\$145,185.50	\$148,089.21
MALLOY	\$105,000.00	\$108,150.00	\$111,394.50
PETERFRIEND	\$105,000.00	\$108,150.00	\$111,394.50

There shall be a \$150,000 salary cap effective upon ratification.

**Petrosino will be paid at a rate of \$135,861.67 from 7/1/13 to 8/31/13. Effective 9/1/13, Petrosino will become a 12-month employee and will be paid prospectively at a rate of \$145,185.50 on a pro-rated basis for the remaining 10-months of the 2013-14 school year and his vacation for the 2013-14 school year will also be pro-rated.*