

PREAMBLE

This agreement is entered into this 27th day of July 2006, by and between the Board of Education of South River, New Jersey hereinafter called the “Board,” and the South River Supervisors Association hereinafter called the “Association.”

The provisions of this Agreement shall become effective July 1, 2006, and shall continue and remain in force and effect until June 30, 2009 subject to the Association’s right to negotiate over a Successor Agreement as provided in Article II.

In witness whereof, the parties hereunto set their hands this twenty-seventh day of July, 2006.

FOR THE ASSOCIATION:

FOR THE BOARD:

ARTICLE I

- A. In accordance with N.J.S.A. 34-13A-1 et seq., the Board hereby recognizes the Association as the exclusive representative for collective negotiations for supervisory personnel employed by the Board within the following titles: Supervisors and Department Chairpersons.
- B. Unless otherwise indicated, the term “supervisors” when used hereafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II – NEGOTIATIONS PROCEDURES

- A. The parties shall commence negotiations in accordance with N.J.A.C. 19-12-2.1(a).
- B. The parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. However, it is understood no tentative agreements reached during negotiations shall be considered binding until both the Board and the Association shall officially adopt them.
- C. 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.

ARTICLE III – GRIEVANCE PROCEDURE

A. Definition

1. Grievance

An appeal by a supervisor, group of supervisors, or the Association based upon an alleged violation, misinterpretation, or inequitable application of policies, agreements, and administrative decisions as required by N.J.S.A. 34:13A-5.3. A grievance to be considered under this procedure must be initiated within twenty (20) workdays of its occurrence.

2. Aggrieved Person

The person or persons making the claim.

3. Immediate Superior – shall be the Assistant Superintendent.

B. Exclusions

The term “grievance,” and the procedure relative thereto shall not be deemed applicable if either the alleged improper application, interpretation or violation of the Agreement, or the redress sought concerns:

- 1. The failure or refusal of the Board to renew the contract of non-tenure employee.
- 2. In any matter wherein a specific method of review is set forth by law, or by any rule, regulation, or order by the State Commission of Education, or the State Board of Education.

3. Any complaint by any personnel occasioned by the appointment or lack of appointment to, or retention in, or lack of retention in any position for which tenure is either not possible or not required.
 4. In matters where the Board is without authority to act.
 5. In matters involving the sole, unlimited discretion of the Board.
 6. In matters where the discretion of the Board may not be unlimited but where, after exercise of such discretion, a further review of the Board's action is available to employees under the provisions of N.J.S.A. 18A-1 et seq.
 7. Any matter in which a petition has been filed before the Division of Controversies and disputes of the Office of the Commissioner of Education, whether or not covered by Subsections (1) through (6) set forth heretofore.
 8. Any matters in this Agreement excluded from the Grievance Procedure.
- C. Nothing in this Agreement shall prevent a supervisor from discussing his/her grievance with his/her immediate superior.

D. Procedure

1. Level One

A supervisor with a grievance shall first discuss it with the Assistant Superintendent with the objective of resolving the matter informally.

2. Level Two

In the event that the aggrieved person wishes to pursue his/her grievance further, the grievant shall submit a written copy of the grievance to the Assistant Superintendent within five (5) workdays of the date of the informal discussion. Within ten (10) work days after the grievance has been filed, the Assistant Superintendent shall meet with the aggrieved person in an effort to resolve the grievance. The aggrieved person may have a representative of the Association with them. The Assistant Superintendent shall render a written decision to the person within five (5) work days of the conference. If the grievance is not resolved to the supervisor's satisfaction, they may within five (5) work days of the receipt of the Assistant Superintendent's decision request the Superintendent of Schools to review it.

The written grievance shall specify-

- a. The nature of the grievance, citing specific instances and persons involved.

- b. The contract articles, board policies, and administrative decision, allegedly being violated.
- c. Remedy sought.
- d. The basis of dissatisfaction with the determination at the previous step of the procedure.

3. Level Three

In the event that the aggrieved person wishes to pursue his/her grievance further, the grievant shall submit a written copy of the grievance to the Superintendent of Schools within five (5) work days of the date of the Assistant Superintendent's decision. Within ten (10) work days after the grievance has been filed, the Superintendent shall meet with the aggrieved person in an effort to resolve the grievance. The aggrieved person may have a representative of the Association with him.

The Superintendent shall render a written decision to the person within (5) work days of the conference. If the grievance is not resolved to the supervisor's satisfaction, he may within five (5) work days of the receipt of the Superintendent's decision request the Board of Education to review it. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education.

4. Level Four

The Board of Education shall consider the grievance within ten (10) workdays from the date it has been filed with the Board through the Superintendent of Schools. The aggrieved person may have a representative of the Association with them and a number of witnesses mutually agreed upon. Attendance at all hearings shall be limited to those listed in this Agreement. The Board will set forth its decision in writing within ten (10) work days of the hearing.

ARTICLE IV – SUPERVISOR RIGHTS

- A. Whenever any Supervisor is required to appear before the Board, or any Board committee or any member thereof, excluding the Superintendent, appointed by the Board to confer with a supervisor or any Board designee, concerning any matter that could adversely affect the employment of that Supervisor, they shall be given prior written notice of the reason for such meeting or interview and shall be entitled to representation by the Association and/or an attorney to advise and represent them during such meeting or interview.
- B. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Disciplinary action or reprimands, except in emergency

situations, shall never be conducted in the presence of or with the knowledge of students or subordinate employees.

ARTICLE V – ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association, upon request, reasonable information; such as financial reports, audits, and lists of personnel in the unit.
- B. The Association's representative, with the approval of the Superintendent, shall have the right to transact reasonable business during the normal working day.
- C. With the approval of the Superintendent, the Association may use school equipment (computers, duplicating machines, etc.) at all reasonable times. The Association shall be responsible for providing all materials and supplies incidental to such use.

ARTICLE VI – EVALUATION

- A. All members of the Association shall be evaluated by the Assistant Superintendent.
 - 1. Non-tenured supervisors shall receive at least three (3) written evaluations per year, at least one each semester.
 - 2. Tenured supervisors shall receive at least one (1) written evaluation each year.
- B. The evaluation instrument shall be developed by the Superintendent of Schools in consultation with the Association but the final determination of the instrument shall rest with the Board of Education. All Supervisors shall receive a copy of the instrument within thirty (30) days of the beginning of the contract year, July 1. Any revision shall be developed in consultation with the Association and shall be distributed to all supervisory staff members within twenty (20) working days of its approval by the Board of Education.
- C. All evaluations of non-tenured supervisors shall be submitted to the Superintendent prior to April 30. Evaluation of tenured supervisors shall be submitted to the supervisors prior to June 1. In both cases, the evaluation conference memo shall be submitted to the supervisor within ten (10) working days after completion of the evaluation conference for his/her review and signature. Said signature will indicate confirmation of receipt of the evaluation but does not necessarily mean agreement with its content. The supervisor shall have the right to affix any comments and supporting data to the evaluation form and shall return it to the Superintendent within ten (10) working days of receipt of same.

- D. No material derogatory to a supervisor will be placed in his/her personnel file unless the supervisor has had an opportunity to review the material. The supervisor shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that his/her signature in no way indicates agreement with the contents thereof. The supervisor shall have the right to submit a written response to such material and his/her response shall be attached to the document to be placed in the personnel file.

ARTICLE VII – LEAVE OF ABSENCE

A. Sick Leave

1. All supervisors shall be granted twelve (12) days of sick leave yearly for twelve-month employees. All unused sick leave shall be cumulative to be used for additional sick leave in later years.
2. If a supervisor, because of illness, is absent from school more than three (3) consecutive days, he must present a doctor's certificate to the Superintendent upon his/her return.
3. Supervisors who have been on a leave of absence authorized by the Board shall have all accumulated sick leave restored to them upon return to active service.
4. Supervisors shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

B. Personal Leave

1. All supervisors shall be allowed non-accumulative leave of absence with full pay for personal business up to a maximum of four (4) work days in any contract year. The request for a fourth day of personal leave shall be accompanied by a reason for the request, subject to the approval by the Superintendent.
2. All leaves of absence referred to in this section are subject to the following conditions-
 - a. Request for Personal Leave form shall be filed with the Superintendent of Schools at least three (3) working days in advance of the contemplated absence, or such shorter notice as is practical in the event of an emergency. Lacking such notice the absence will be considered unauthorized and the supervisor's pay will be deducted at a daily rate of 1/240 of the annual salary.

- b. Personal days will not be granted the day immediately preceding or following a scheduled school closing except in cases of emergency as approved by the Superintendent of Schools.
 - c. The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any request for the above days.
3. At the end of each school year, all unused personal leave days provided in paragraph 1 above will be converted to sick days and added to the supervisor's accumulation.

C. Funeral Leave

1. An allowance of five (5) days will be granted without deduction of salary in case of death of father, mother, sister, brother, husband, wife, son, daughter, father-in-law, or mother-in-law. This time shall not be deducted from the supervisor's regular sick leave.
2. An allowance of three (3) days will be granted without deduction of salary in the case of death of sister or brother of the husband or wife of a supervisor or the supervisor's grandchild.
3. An allowance of one day will be granted without deduction in salary to attend the funeral of a grandparent, brother-in-law, sister-in-law of a supervisor's spouse or an uncle or aunt.

D. Anticipated Disability Leave

1. Any supervisor who anticipates disability because of a specific future event, such as pending surgery or other medical procedures, shall report that status to the Board of Education as soon as such supervisor becomes aware of same. If the anticipated disabling event is childbirth, the supervisor who becomes pregnant shall notify the Board at least ninety (90) days prior to the expected date of delivery. At the time of notification, the supervisor shall submit a physician's certificate attesting to the pending disabling condition.
2. Requests for disability/sick leave relating to anticipated disability shall include dates of onset and return from sick leave.
3. A supervisor may request unpaid leave of absence to prepare for an anticipated disabling event. Such requests shall be submitted a minimum of sixty (60) days prior to the onset of the requested leave except that in cases of emergency, as determined by the Board, such requests may be submitted less than sixty (60) days prior to the onset of the requested leave.

4. When the requested date of onset of unpaid leave occurs during periods which would substantially interfere with the administration of the school and/or the education of the pupils, the Board may alter the requested dates providing that such change by the Board is not medically contraindicated.
5. The supervisor who anticipates a specific disabling event and who does not request unpaid leave of absence prior to the period of actual disability shall become entitled to applicable sick leave benefits. The Board may require certification of such disability. The Board of Education reserves the right to regulate the commencement and termination dates of anticipated disability leaves in order to preserve educational continuity. When this occurs, a supervisor who is placed on an involuntary unpaid leave shall be entitled to all sick leave benefits during the period of actual disability, according to the negotiated agreement and the rules of insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.
6. Requests by supervisors for extension of sick leave benefits shall be governed by law under N.J.S.A. 18A:30-6.
7. If the anticipated disabling event is childbirth, the Board shall presume that the pregnant supervisor becomes disabled from work four (4) weeks before the anticipated date of childbirth, upon certification of pregnancy by a physician, at which time the pregnant supervisor shall be eligible for sick leave benefits to the extent of available accumulated sick leave days. The supervisor shall be required to apply for sick leave to the Board of Education which shall grant same for said four (4) week period of time upon submission to the Board of Education of a physician's certificate attesting to pregnancy. This option is granted only to supervisors actively employed and not to those supervisors on unpaid personal leave. If, as a result of the pregnancy, the employee becomes disabled prior to this four (4) week period, said employee may use any sick leave benefits to which she is entitled providing that (1) the supervisor's physician provides the Board with a certificate attesting to her inability to continue working and (2) the Board reserves the right to verify the supervisor's inability to continue working.
8. The Board may require that a supervisor anticipating a disabling event may be placed on sick leave if the supervisor's physical condition leads to unsatisfactory performance of assigned duties, and/or the continued performance of those duties impairs the supervisor's health. Such incapacity must be established by the following: the Board of Education's physician and the supervisor's physician agree that the supervisor cannot continue working. If there is a difference of medical opinion between the Board's physician and the supervisor's physician, then the two physicians shall agree in good faith on a third impartial physician, who shall examine the supervisor and whose opinion shall be conclusive and binding on the issue of physical capacity to continue working.

9. If the supervisor's disability is caused by childbirth and such supervisor is receiving disability/sick leave benefits, the supervisor is presumed to be disabled for a recuperative period of four (4) weeks following childbirth upon submission of physician's certificate attesting to the date of childbirth, during which time such supervisor shall continue to receive sick leave days to which she is entitled under sick leave policy. This applies only to those supervisors who have been actively employed prior to childbirth and not to those supervisors who have been out on unpaid personal leave.
10. If as a result of pregnancy, a supervisor continues to be disabled after this four (4) week period, said supervisor may use any sick leave benefits to which she is entitled providing that (1) the supervisor's physician provides the Board with a certificate attesting to her inability to resume duties and (2) the Board reserves the right to verify the supervisor's disability.
11. If the supervisor whose disability is caused by childbirth wishes to return to her duties prior to the expiration of the recuperative period, she must present medical certification of fitness to the Board. The Board reserves the right to verify her medical certification.
12. If the Board of Education's physician and the supervisor's physician disagree as to the supervisor's fitness, then the two physicians shall agree in good faith on a third impartial physician who shall examine the supervisor, and whose medical opinion shall be conclusive and binding on the issue of the supervisor's fitness to return to her duties prior to the expiration of the recuperative period.
13. Upon termination of disability a supervisor is no longer entitled to receive sick leave benefits for that particular disability. Unpaid personal leave following disability may be requested and shall be subject to the provisions on unpaid personal leave, as set forth under Subsection D.3 herein.
14. In no event shall the Board of Education be obligated to extend a non-tenured supervisor leave of absence beyond the contract year for which the supervisor is employed.
15. Child Care Leave
 - a. Supervisors may request a Child Care Leave without pay at least sixty (60) calendar days prior to the commencement of said leave. The Board may grant the request for a Child Care Leave for a period up to the end of the school year in which the birth of the child occurs or to the end of the supervisor's contract period, whichever comes first, provided that said leave would not substantially interfere with the administration of the school.

- b. The Board, may upon written application made not later than sixty (60) days after the birth of the child or June 30, whichever comes first, grant an extension of the child care leave through the following school year, provided that said leave would not substantially interfere with the administration of the school. This provision shall apply to non-tenured supervisors only if the Board grants said supervisor a renewal of contract for the following year.

ARTICLE VIII – PROFESSIONAL IMPROVEMENT

A. Conferences

With the superintendent's approval, supervisors may be permitted to attend professional meetings which have, for their theme, subjects of interest to the professional progress of our schools. Approval to attend such meetings extending beyond one day shall be subject to approval by the Board of Education upon the recommendation of the Superintendent of Schools. Supervisors who attend shall be reimbursed for expenses and mileage at the rate currently approved by the Internal Revenue Service for deduction of business travel expenses but the total amount to such reimbursement shall not exceed two hundred dollars (\$200) per diem.

B. Conventions

Upon the approval of the Board of Education a supervisor may be permitted to attend a national convention of an education organization in which they hold membership and which deals primarily with their current area of employment. Upon approval, a supervisor shall be reimbursed the expenses of attendance not to exceed one thousand five hundred dollars (\$1500) per supervisor.

C. Tuition Reimbursement

To encourage professional growth among supervisors, the Board shall reimburse supervisors for tuition paid in the successful pursuit of college and university graduate courses in accordance with the following provisions:

1. Applications for approval of courses to be taken must be made with the Superintendent of Schools at least ten (10) days in advance of the beginning of said course.
2. Preference will be given to those who are matriculated for a graduate degree.
3. Courses cannot be used toward certification for the position held by the supervisor.

4. Payment shall not exceed one thousand dollars (\$1,000) per supervisor in each school year.
5. Payment shall be made by the Board within two (2) months after the supervisor has submitted a college transcript showing the successful completion of work together with a receipted tuition bill.

ARTICLE IX – CONTRACT YEAR/HOURS OF WORK DAY

- A. The contract year shall be July 1 to June 30 for all twelve-month supervisors. The supervisors shall receive all school holidays.
- B.
 1. Vacation – supervisors employed after the beginning of the year or whose service terminates before June 30 shall be entitled a vacation period at the close of the school year computed according to the following formula:
$$\frac{\text{Number of Months Employed} \times 22 \text{ Days}}{12}$$
 2. Not more than seven (7) of the twenty-two days shall be utilized during the school year when schools are in session. They shall be granted upon the approval of the Superintendent.
 3. If school is in session on Election Day and no other holiday is substituted for it, each twelve-month supervisor shall receive a floating holiday subject to the approval of the Superintendent.
- C. The supervisors' standard workday is from 7:30 a.m. through 3:30 p.m. However, the standard workday may be adjusted with regard to starting and finishing times, but the number of hours remains in tact.

ARTICLE X – PROMOTIONS AND TRANSFERS

- A. The staff and the Association will be notified of all vacancies which develop in supervisor and administrative positions.
- B. Supervisors desiring a change of employment within the system and who wish to transfer to another building or administrative position shall file a written statement with the Superintendent of Schools by March 1 or such time that an opening arises. If such transfer is denied or if a transfer is made contrary to the wishes of the supervisor, a statement of reasons, upon request, must be given within ten (10) school days, but the final decision is not subject to the Grievance Procedure.

ARTICLE XI – DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its supervisors dues for any one or combination of associations said supervisor individually and voluntarily authorize the Board to deduct. Such deducting shall be made in compliance with N.J.S.A. 52-14-159e and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.
2. The Association shall certify to the Board in writing, the current rate of its membership dues. When the Association changes the rate of its membership dues, it shall give the Board written notice prior to the effective date of such change.

B. Indemnification

The Association shall indemnify and save the Board of Education harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board of Education in reliance upon documents utilized by the Board, in complying with any of the provisions of this section.

C. Sheltered Annuity

A supervisor may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of N.J.S.A. 18A-66-137, et seq., and the terms of a group contract approved by the Board.

D. Representation Fee

1. Purpose of Fee
If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for the membership year, not to exceed 85% of regular membership dues, initiation fees and assessments.
2. Amount of Fee
 - a. Notification
Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the membership year. The representation fee to be

paid by the nonmembers will be as certified by the Association but in no event greater than 85% of the regular membership dues, initiation fees, and assessments.

b. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members.

3. Deduction and Transmission of Fee

a. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph (2) below, the full amount of representation fee and promptly will transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee in the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck:

- (1) ten (10) days after receipt of the aforesaid list by the Board; or
- (2) thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was being re-employed from a re-employment list in which event the deductions will begin with the first paycheck ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

c. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in questions provided such deduction is permitted by law.

d. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

e. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph (1) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice or thirty (30) days if paragraph (2) above applies.

f. Indemnification

- (1) The Association shall indemnify and save the Board harmless against any and all claims, demands, suits and other forms of liability and costs that shall arise out of, or by reason of, any action taken or not taken by the Board in complying with this Article.
- (2) The Board agrees to give to the Association timely notice in writing of any claim, demand, suit or other form of liability which may give rise to a claim by the Board of Education for indemnification.
- (3) If the Association so requests in writing, the Board may surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses and providing information required by the Association to defend the action.

g. Demand and Return System

The Association shall submit to the Board evidence that it has established a Demand and Return System which complies with the requirements of the law.

ARTICLE XII – HEALTH BENEFITS

A. Group Health Insurance

1. All full-time regular employees shall be eligible for insurance as follows:

Effective 2006-2007, the South River Health Plan, as agreed to between the parties shall be implemented. Said plan shall replace the CIGNA traditional, PPO and DPP Plans previously existing.

Effective July 1, 2006, the office co-pay in the aforementioned plan shall increase to fifteen dollars (\$15.00).

Effective July 1, 2008, the office co-pay in the aforementioned plan shall be the same as the co-pay of the first year (2008-2009) of the successor contract (2008-2011) of the South River Education Association (SREA).

B. Group Dental Insurance

1. All full-time employees shall be eligible for enrollment in the Group Dental Insurance Plan as issued by an insurance carrier selected by the Board.
2. The Board of Education shall participate by contributing the entire premium for the Dental Plan.

C. Group Prescription Insurance

The Board will provide a pharmaceutical plan for the 2006-2007 school year with a prescription co-pay of five dollars (\$5.00) for generic and ten dollars (\$10.00) for brand drugs for a thirty (30) day retail supply, and ten dollars (\$10.00) generic and twenty dollars (\$20) brand drugs for a ninety (90) day mail order supply.

Effective July 1, 2007, the prescription co-pay shall be five dollars (\$5.00) for generic and fifteen (\$15.00) for brand drugs for a thirty (30) day retail supply, and ten dollars (\$10.00) for generic and thirty dollars (\$30) for brand drugs for a ninety (90) day mail order supply.

Effective July 1, 2008, the prescription co-pay shall be the same as the co-pay of the first year (2008-2009) of the successor agreement (2008-2011) of the South River Education Association (SREA).

D. Health Benefit Waiver

Employees may waive health benefits (medical, prescription and dental) provided they can prove to the Business Administrator that they have benefits provided by

another source. The terms and conditions of the waiver are outlined on the Health Benefit Waiver Form attached hereto and made a part hereof as Exhibit A.

The employee is eligible for a payment of thirty-five percent (35%) of the premium saved by the Board for the level of coverage for which the employee is eligible.

E. Vision Plan

A vision plan is an additional benefit provision of this agreement. The terms and conditions of this benefit are outlined in Exhibit B attached hereto and made a part hereof.

ARTICLE XIII – BOARD OF EDUCATION RIGHTS

- A. Except as specifically modified by this Agreement, the Board retains, without limitations, all powers, rights, and authority vested in it by all laws, rules and regulations, including the management and direction of all the operation and activities of the school district.
- B. The Association acknowledges that the supervisors of the Board of Education which it represents are not entitled to take any collective action to disable the Board of Education in the discharge of its statutory duty, and the Association agrees that such action would constitute a material breach of the Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Board of Education in its right to seek and obtain such judicial or other relief as it may be entitled to have, in the event of such breach.

ARTICLE XIV – SALARY

- A. Each unit member shall receive a raise as follows: Mrs. Miller and Mrs. Misiewicz will both receive \$4,000 each in the first year, Mrs. Miller will receive \$4,000 in the second year, Mrs. Misiewicz will receive \$3,000 in the second year, Mrs. Miller will receive \$3,000 in the third year, Mrs. Misiewicz will receive \$2,000 in the third year. Each years raise will be added to their base salary of this three year agreement (excluding new hire or promotion).
- B. Supervisors shall be compensated for volunteering for overnight activities at a rate of \$85.00 per night.
- C. A supervisor, upon retirement for service or disability under the rules of TPAF after ten (10) years' service as an employee in South River, shall be paid according to the rates set forth herein below multiplied by one two hundred-fortieth (1/240) of twelve-month supervisor's salary base per day for all accumulated sick leave days according to the following schedule:

<u>No. of Days</u>	<u>Payment 2006-2009</u>
0 days to 50 days	10% (ten percent)
51 days to 100 days	30% (thirty percent)
101 days to 150 days	35% (thirty-five percent)
151 days to 200 days	40% (forty percent)
201 days and over	50% (fifty percent)

A supervisor claiming this payment will receive two equal payments. Notification of the intention to retire made between July 1 and December 1st will result in payment beginning on the date of retirement or the next July 1st which ever is later. Notification of the intention to retire made between December 2nd and June 30th will result in payments beginning on the date of retirement or on the second July 1st after notification which ever comes later. The second payment will fall on July 1st of the next fiscal year.

D. Advanced Degree Differential – Doctorate degree stipend of \$4,550 per school year per qualified supervisor and \$1,000 Masters Degree plus thirty graduate credits stipend per school year per qualified supervisor.

E. Longevity Schedule

1 . A Supervisor with the requisite years of service will receive a longevity payment of:
15-19 years of service - one thousand eight hundred dollars (\$1800)
20-24 years of service - two thousand three hundred dollars (\$2300)
25+ years of service - three thousand one hundred dollars (\$3100)

2. The maximum amount payable under this section shall be three thousand one hundred dollars (\$3100).

F. During the first year of the contract each supervisor will be compensated \$3,000 for the summer employment resulting in the first year of the twelve-month annual contract which when combined with the salary increase becomes the base salary.

ARTICLE XV – MISCELLANEOUS PROVISIONS

A. If any provision of this agreement or any application of this Agreement to any supervisor or group of supervisors is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Copies of this Agreement shall be duplicated by the Board after the Agreement, is signed and shall be distributed to all supervisors employed by the Board.

Sidebar Agreement

The undersigned parties agree to the following amendment to the South River Supervisors Association Contract 2006-2009:

ARTICLE XIV – SALARY

- A. Each unit member shall receive a raise as follows: Mr. Joel Nowicki' s base salary for the first year (pro-rated) as of February 1, 2007 is \$73,000, Mrs. Miller will receive \$4,000 in the first year; Mrs. Miller and Mr. Nowicki will receive \$4,000 in the second year; Mrs. Miller and Mr. Nowicki will receive \$3,000 in the third year. Each year's raise will be added to their base salary of this three year agreement (excluding new hire or promotion).

In witness whereof, the parities have affixed their respective signatures on the date noted below:

BOARD OF EDUCATION

SOUTH RIVER SUPERVISORS
ASSOCIATION

January 25, 2007