

AGREEMENT

BETWEEN THE

WEST NEW YORK BOARD OF EDUCATION

AND THE

WEST NEW YORK SUPERVISORS ASSOCIATION

COVERING THE PERIOD

JULY 1, 2003

through

JUNE 30, 2006

Prepared by:
Scarinci & Hollenbeck, LLC
1100 Valley Brook Avenue
P.O. Box 790
Lyndhurst, New Jersey 07071-0790
(201) 392-8900
Attorney for the West New York Board of Education

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	<u>RECOGNITION</u>	1
ARTICLE II	<u>NEGOTIATION PROCEDURE</u>	1
ARTICLE III	<u>ASSOCIATION RIGHTS AND RESPONSIBILITIES</u>	4
ARTICLE IV	<u>BOARD RIGHTS AND RESPONSIBILITIES</u>	5
ARTICLE V	<u>GRIEVANCE PROCEDURE</u>	6
ARTICLE VII	<u>ADMINISTRATIVE VACANCIES – PROMOTION</u>	10
ARTICLE VIII	<u>MEETING WITH SUPERIORS</u>	10
ARTICLE IX	<u>SICK LEAVE</u>	10
ARTICLE X	<u>PERSONAL LEAVE</u>	10
ARTICLE XI	<u>ATTENDANCE BONUS</u>	11
ARTICLE XII	<u>TERMINAL LEAVE</u>	11
ARTICLE XIII	<u>TEMPORARY LEAVE OF ABSENCE</u>	12
ARTICLE XIV	<u>EXTENDED LEAVE OF ABSENCE</u>	13
ARTICLE XV	<u>SABBATICAL LEAVES</u>	14
ARTICLE XVI	<u>INSURANCE PROTECTION</u>	16
ARTICLE XVII	<u>WORKING CONDITIONS</u>	17
ARTICLE XVIII	<u>COMPENSATION</u>	19
ARTICLE XIX	<u>MISCELLANEOUS PROVISIONS</u>	21
ARTICLE XX	<u>DURATION OF AGREEMENT</u>	21
SCHEDULE A	<u>TERMINAL LEAVE FORMULA</u>	23
SCHEDULE B	<u>SIDEBAR AGREEMENT</u>	23

This Agreement is made and entered into as of the 11th day of February, 2004 between the **West New Board of Education** (hereinafter referred to as the "Board") and the **West New York Supervisors Association** (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

A. The Board hereby recognized the Association as the exclusive and sole bargaining representative for all personnel in the bargaining unit as follows:

District Supervisors

Content Supervisors

B. In the event additional supervisor titles are established by the Board requiring a supervisory certificate (excluding central office cabinet positions), these positions shall be covered under this Agreement.

C. All other individuals employed by the Board in positions not specifically enumerated above are excluded from the bargaining unit.

D. The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Supervisors as defined in the unit, and to no other organization.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of Supervisors' employment.

Any agreement so negotiated shall apply to all Supervisors, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and ratified by the Association.

B. During negotiations, the Board and the Association shall present relevant data; exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection all pertinent public records within a reasonable time. At the request of the Board, the Association shall make available to the Board for inspection all pertinent records necessary to facilitate negotiations within a responsible time.

C. Neither party in any negotiations shall have any control over or input into 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. The parties recognize and affirm that representatives have no power or authority during the negotiations process to bind the parties to any proposal, counter-proposal or other matter, and that no agreement, in whole or part, shall be binding without a formal ratification vote by the parties according to law and this Agreement.

D. 1. Representatives of the Board and the Association's negotiating committee shall meet at the request of either party, when mutually convenient, for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

2. All meetings between the parties shall be scheduled, whenever possible, to take place when the Supervisors involved have completed their assigned duties, unless otherwise agreed.

3. Should the parties negotiate a mutually acceptable amendment to this Agreement, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

E. Except as this Agreement shall hereinafter or otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by the Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Supervisor's benefit existing prior to its effective date.

F. The Board agrees not to negotiate concerning the employees in the negotiating unit as defined in Article I of the Agreement with any organization other than the Association for the duration of this Agreement.

G. This Agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

H. 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

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements, school census data, names and addresses of all supervisors, agendas, and minutes of all Board meetings, and such other information that shall assist the Association in the development of intelligent, accurate, informed and constructive programs on behalf of the supervisors and their students, together with information which may be necessary for the Association to process any grievance or complaint.

B. Whenever a representative of the Association or any supervisor is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, the supervisor shall suffer no loss in pay.

C. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact Association business at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or teaching responsibilities. Said representative will announce his presence at the main office of a district school building prior to conducting business therein.

D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. A written request shall be submitted to the Superintendent four (4) days prior to the meeting. For any meeting of the Association where custodians must remain longer than their workday, the Association shall assume the additional cost.

E. The Association shall have the right to use the intra-school mail facilities and school mailboxes, as it deems necessary. Building principals should be advised whenever these facilities are used.

F. Effective July 1, 2003, the Association President or his/her representative shall be granted up to five (5) days to attend conventions of State and National affiliated organizations.

ARTICLE IV

BOARD RIGHTS AND RESPONSIBILITIES

A. The Board, on its own and on behalf of the citizens of the Town of West New York, Hudson County, New Jersey, hereby retains and reserves onto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms thereof which are in conformance with the Constitution and laws of New Jersey and the United States and this Collective Bargaining Agreement.

C. Nothing contained herein shall be construed to deny or restrict the Board's rights, responsibilities, and authority under N.J.S.A. 18A: 1-1 et seq. (School Laws of the State of New Jersey) or any other federal, state, county, or local laws or regulations.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definitions.

1. A grievance is a claim by a Supervisor or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of a Supervisor.

2. In the wording of this statement of procedures, the term "Supervisor" shall be taken to include all personnel listed in the Recognition Clause.

3. "Days" are calendar days unless otherwise indicated.

4. "Superintendent" when used in these procedures shall mean the Superintendent of Schools or his designee.

B. Purpose.

The purpose of this procedure is to resolve disputes that arise involving the terms and conditions of employment of Supervisors covered by this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedures.

The Association shall have the right to present all grievances on behalf of its unit employees through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination, or reprisal. Individual grievants shall be entitled to appear at any Step of these procedures.

Step One: Any Supervisor who has a grievance shall first informally advise his immediate superior of its existence within thirty (30) days after its occurrence. The superior shall

meet with the Supervisor within fourteen (14) days in an attempt to resolve the grievance at this Step. Within fourteen (14) days of this meeting, the superior shall make known his decision orally to the Supervisor.

Step Two: If the Supervisor is not satisfied with the resolution to his grievance at Step One, and if his grievance meets the definition of a grievance (above), he shall have the Association formalize his problem in writing on the agreed upon grievance form and submit it to his immediate superior, with a copy to the Superintendent. The immediate superior shall respond on the form within seven (7) days of receipt.

Step Three: If the grievance is not resolved to the satisfaction of the Association at Step Two, it may be appealed within seven (7) days to the Director of Human Resources, setting forth specific details and the specific grounds on which the grievance is based and attaching all pertinent documents. The Director of Human Resources shall confer with the parties (together or separately) within seven (7) days of receipt. The Director of Human Resources shall render a decision within fourteen (14) days of such a meeting. A written statement of the decision and the supporting reasons therefor shall be sent to the aggrieved, his superior, and the Association.

Step Four: If the grievance is not resolved to the satisfaction of the Association at Step Three, it may be appealed within seven (7) days to the Superintendent, setting forth specific details and the specific grounds on which the grievance is based and attaching all pertinent documents. The Superintendent shall confer with the parties (together or separately) within seven (7) days of receipt. The Superintendent shall render a decision within fourteen (14) days of such a meeting. A written statement of the decision and the supporting reasons therefor shall be sent to the aggrieved, his superior, and the Association.

Step Five: If the Association is not satisfied with the resolution to its grievance at Step Four, it may be appealed within seven (7) days to the Board President. The Board President may hold an informal meeting between the parties. The Board President shall issue a decision within thirty (30) days, but no later than two (2) days from the next regular Board meeting.

Step Six: A grievance which remains unresolved after a decision rendered by the Board may be submitted to arbitration within ten (10) days following receipt of the decision by the Association.

a. The arbitrator shall be selected from a list of names provided to the parties by the New Jersey Public Employment Relations Commission. Arbitration shall be scheduled as quickly as possible, depending upon the availability of the arbitrator.

b. The decision of the arbitrator shall be final and binding on the parties.

c. The arbitrator shall be limited to the issues submitted to him by the parties and shall be without power or authority to alter, amend or modify the terms of this Agreement. In addition, the arbitrator shall be without power or authority to make any decision that requires the commission of acts prohibited by law or which are violative of the terms of this Agreement. In formulating his decision, the arbitrator shall adhere to the statutory laws of the State of New Jersey and to pertinent decisions of the Commissioner of Education, State Board of Education, the Public Employment Relations Commission and the Courts.

d. The cost for the services of the arbitrator, including per diem fees and the actual and necessary travel and subsistence expenses shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring same.

D. Miscellaneous.

1. In the event no decision is forthcoming within the prescribed time limits at any step, the aggrieved may, upon notice, proceed to the next step.

2. Any of the time limits specified herein may be extended by mutual agreement. Should the Association and/or grievant fail at any step of this procedure to appeal a grievance to the next step of the grievance procedure within the specific time limits provided herein without requesting and receiving a written extension of same within those said time periods, the Association and grievant shall be deemed to have accepted the decision rendered at that step and to have permanently abandoned said grievance.

3. Grievances that arise as a result of decisions of the Superintendent or Board may be filed initially at Step Three, bypassing the immediate superior.

4. This grievance procedure shall in no way impair, diminish or preclude any rights of the parties set forth in N.J.S.A. 18A:1-1 et seq., or any other law. Any grievance based upon issues which are determined to be solely the prerogative of management shall terminate following exhaustion of the grievance procedure at the Board level.

5. It is understood that all Supervisors, including the grievant, shall during and notwithstanding the pendency of any grievance or other dispute, continue to observe all directives and assignments and applicable rules and regulations of the Board and its administration until such grievance and any effect thereof shall have been fully resolved.

6. The Association agrees that all Board policies are not subject to binding arbitration, unless the policy is one that is subject to mandatory negotiability.

ARTICLE VII

ADMINISTRATIVE VACANCIES - PROMOTION

A notice of vacancy in an administrative position shall be posted in all schools and a copy shall be sent to the Association's President at the time of the posting and in no event later than twenty-one (21) calendar days before the final date when applications must be submitted. The notice of vacancy shall set forth the position, its qualifications, its duties and the rate of compensation.

ARTICLE VIII

MEETING WITH SUPERIORS

A. Meetings between the Superintendent or his designee and an Association member may be held at the request of either party upon reasonable notice to discuss areas of concern.

B. Supervisors shall have the right to meet with their immediate superior upon reasonable notice to discuss any matter.

ARTICLE IX

SICK LEAVE

A. Content Supervisors shall receive twelve (12) sick days.

B. District Supervisors shall receive thirteen (13) sick days.

C. Supervisors shall be paid at the discretion of the Board during any period of extended illness not covered by sick leave.

ARTICLE X

PERSONAL LEAVE

Supervisors shall receive two (2) cumulative personal days and two (2) non-cumulative personal days.

ARTICLE XI

ATTENDANCE BONUS

All Supervisors shall receive the following annual attendance bonus for non-utilization of sick leave:

No sick days utilized:	\$700
One sick day utilized:	\$625
Two sick days utilized:	\$550
Three sick days utilized:	\$475

The attendance bonus payments shall be mailed within thirty (30) days of the close of the school year (June 30th).

ARTICLE XII

TERMINAL LEAVE

A. Following fifteen (15) years of service in the District, upon retirement or death, Supervisors shall be entitled to terminal leave. District employees who are promoted to a supervisory position retain all terminal leave benefits to which they were previously entitled.

B. As of July 1, 1997, persons employed as Supervisors from outside the District shall be eligible for a maximum benefit of \$15,000.

C. Supervisors shall be compensated for all accumulated sick days in accordance with the formula utilized by the School Business Administrator's Office (as set forth in Board Policy #3350 and attached as Schedule A) up to the maximum to which the employee was previously entitled.

ARTICLE XIII

TEMPORARY LEAVE OF ABSENCE

A. Supervisors shall, subject to the terms and limitations below, be entitled to the following temporary non-cumulative leaves of absence with pay:

1. Association members may be granted a maximum of five (5) days per year with pay and expenses for attendance at professional meetings or conferences that are recommended by the Superintendent of Schools, if approved by the Board. Conferences or meetings shall be limited to the New York Metropolitan area.

2. Supervisors shall have up to five (5) school days within the work year of the Supervisor at any one time in the event of death of a Supervisor's spouse, child, parent, grandparent, grandchild, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother or sister. Up to one (1) school day in the event of the death of a close friend or relative outside the Supervisor's immediate family as defined above. This leave shall commence with the first day of bereavement. The Board may grant extra time due to extenuating circumstances upon the request of the Supervisor in its absolute discretion.

3. (a) Time necessary for persons called into active duty of any unit of the U.S. Reserves or State National Guard provided such obligations cannot be fulfilled on days when school is not in session. A Supervisor shall be paid his regular pay less any pay that he receives from the state or federal government.

(b) Other leaves of absence with pay or without pay may be granted by the Board for good reasons.

ARTICLE XIV

EXTENDED LEAVE OF ABSENCE

A. The Board agrees that only one (1) Supervisor designated by the Association shall upon request be granted a leave of absence without pay for a minimum of one (1) year, but not to exceed two (2) years, for the purpose of engaging in activities of the Association or its affiliates, provided that such a leave does not adversely affect the efficient administration of the school district.

B. Military leave without pay shall be granted to any Supervisor who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

C. 1. The Board shall grant all appropriate leaves pursuant to the Family and Medical Leave Act and the corresponding State statutes. An employee returning from such leave shall be entitled to full benefits as if said employee was on active status.

2. Following the grant of such leave pursuant to Paragraph C (1) of this Article, the commencement or termination dates thereof may be further extended or reduced upon application to the Board.

D. Other leaves of absence without pay may be granted by the Board for good reason.

E. 1. A Supervisor shall not receive a salary increment credit for time spent on a leave granted pursuant to Section A, B or C (2) of this Article, nor shall such count toward the fulfillment of time requirements for acquiring tenure, or accumulation of seniority or longevity.

2. All fringe benefits (i.e., health, dental, etc.) to which a Supervisor is entitled under the terms of this Collective Bargaining Agreement shall be restored to a Supervisor upon return from leave. Supervisors shall be assigned to a position within the area of their certification in

accordance with tenure law. Except as otherwise provided by law, employees granted an unpaid leave of absence shall have the right to continue coverage for a maximum term of eighteen (18) months at the employee's expense.

F. All extension or renewals of leaves shall be applied for in writing. If granted, notification will be given in writing.

ARTICLE XV

SABBATICAL LEAVES

A. A sabbatical leave may be granted at the Board's discretion to a Supervisor by the Board for study, including study in other areas of specialization, for travel or for other reasons of value to the school system, subject to the following conditions:

1. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than November 1, and action must be taken on all such requests no later than January 15 of the school year preceding the school year for which the sabbatical leave is requested.

2. Sabbatical leave for study: A Supervisor who has served in the school district satisfactorily for a period of at least seven (7) years may be granted, with compensation, a leave of absence for study or observation for a minimum of six (6) months and a maximum period of one (1) year. Such salary shall be one-half of the scheduled salary that a Supervisor would have received had such leave not been granted. The Supervisor granted such leave shall be paid the scheduled salary that she would have received had she not had a Sabbatical Leave. The salary placement, however, is to be granted only after a statement of work at college has been submitted and approved by the Superintendent of Schools.

The following activities will be considered appropriate:

a. Formal Graduate Study. A minimum of sixteen (16) points or credits per semester in the individual's own field of work or closely related field.

b. Writing a Doctoral Thesis.

c. Travel planned in consideration with the Superintendent.

3. Sabbatical Leave for Rest and Recuperation: Members of the Association who have served in the District satisfactorily for a period of at least fifteen (15) years may be granted, at the Board's discretion, with compensation, a leave of absence for rest and recuperation for a minimum period of six (6) months and a maximum period of one (1) year. A grievance for a denial of said Sabbatical Leave request shall not be subject to binding arbitration.

B. All Supervisors granted Sabbatical Leave under this Article shall be entitled to one-half (1/2) of the salary which a Supervisor would have received had such a leave not been granted under this Article. The Supervisor who is granted such leave shall be required by contract to serve the system for three (3) years after the expiration of such leave. A Supervisor upon return from Sabbatical Leave shall be paid the same scheduled salary that said Supervisor would have received but for the leave of absence. If circumstances prevent fulfillment of three (3) years service following return, the person shall reimburse the District in direct proportion of the unfilled time except in case of death or permanent disability.

C. A Supervisor granted Sabbatical Leave under this Article shall not accept or engage in any type of employment while on such leave.

D. It shall be a requirement for all individuals returning from sabbatical leaves of absence to return to the School District at the commencement of the first or second semester of the school year (either September or January). Individuals granted temporary leaves of absence shall

not be permitted to return in the middle of either of the semesters except under extenuating circumstances with approval of the Board of Education.

ARTICLE XVI

INSURANCE PROTECTION

A. For all District employees employed on or before July 1, 1997, the Board shall pay the full premium for each employee and in cases where appropriate for family plan insurance coverage.

B. For those employed after July 1, 1997, the Board shall pay premium coverage for the employee; however, the employee shall be entitled to purchase coverage for the employee's spouse or family at the group rate paid by the District for such benefits. For those newly employed in the West New York School District after July 1, 1997, upon receiving tenure, said employee shall receive full spouse or family coverage where appropriate.

C. Provisions of the health care insurance program shall be detailed in master applications and contracts as determined by the Board. If the Board determines to alter the health benefits terms, the Board shall notify the Association.

D. The Board shall provide to each Supervisor a description of the health care insurance coverage provided under the Article not later than the beginning of the school year. This shall include a clear description of conditions and limits of the coverage provided by the Board.

E. The Board shall provide medical prescription insurance protection based upon the contracts entered into by the Board. The Board shall pay the full premium for each Supervisor and, in cases where appropriate, for family plan coverage. For newly employed Supervisors employed in the District after July 1, 1997, the Board shall pay premium coverage for the employee; however, the employee shall be entitled to purchase coverage for the employee's spouse or family at the

group rate paid by the District for such benefits. For those newly employed in the West New York School District after July 1, 1997, upon receiving tenure, said employee shall receive full spouse or family coverage where appropriate.

F. The Board shall provide dental insurance protection. The Board shall pay the full premium for each Supervisor and, in cases where appropriate, for family plan coverage. For newly employed Supervisors employed in the District after July 1, 1997, the Board shall pay premium coverage for the employee; however, the employee shall be entitled to purchase coverage for the employee's spouse or family at the group rate paid by the District for such benefits. For those newly employed in the West New York School District after July 1, 1997, upon receiving tenure, said employee shall receive full spouse or family coverage where appropriate.

ARTICLE XVII

WORKING CONDITIONS

A. DISTRICT SUPERVISOR

1. District Supervisors are twelve (12) month employees (July 1 to June 30).

District Supervisors are required to work the following days during each school year:

(a) When school is in session, District Supervisors shall be required to work the school calendar as approved by the Board.

(b) District Supervisors shall be entitled to twenty-five (25) days vacation during the months of July and August, to be scheduled with the approval of the Superintendent or his designee, which must be submitted to the Superintendent or his designee no later than May 15. No vacation days shall be granted five (5) days prior to the start of the teacher work year. District Supervisors shall not work the July 4 and Labor Day holidays.

Effective on the last day of the teacher contracted work year in the 2003-2004 school year, Section A.1.(b) of this Article shall be amended as follows:

(b) Vacation time is calculated from the last day of the "Teacher Contracted Work Year," to the first day of the "Teacher Contracted Work Year." Total number of work days in this time frame (less Fourth of July and Labor Day), divided by two (2), this formula constitutes a total number of vacation days.

Example: School ends on June 21, 2000 and the new school year opens on September 6, 2000. Total number of work days between June 20, 2000 and September 6, 2000 is 52 days. District Supervisors are entitled to twenty-six (26) vacation days. No vacation days shall be granted five (5) days following the end of the teacher work year or ten (10) days prior to the start of the teacher work year. All requested vacation schedules must be in Superintendent's Office no later than May 15.

2. District Supervisors' working hours shall be as follows:

(a) 8:00 A.M. to 4:00 P.M.

(b) On Fridays, supervisors may leave at 3:00 P.M.

(c) District Supervisors' summer hours shall be 9:00 A.M. to 2:00 P.M.

Effective July 1, 2004, District Supervisors' summer hours shall be 8:00 A.M. to 3:00 P.M., with one hour for lunch.

(d) For the summer of 2003 only, all 9:00 A.M. to 2:00 P.M. hours shall be flexed at the discretion of the Superintendent or his designee.

3. District Supervisors will not be compensated for class coverage.

B. CONTENT SUPERVISOR

1. Content Supervisors are considered extended ten (10) month employees.

Content Supervisors are required to work the following days each school year:

(a) Content Supervisors shall be required to work the school calendar as approved by the Board.

2. Content Supervisors shall work from 8:00 A.M. to 4:00 P.M.

3. (a) Content Supervisors shall work 9:00 A.M. to 2:00 P.M. for the three (3) days after the end of the teachers' work year. Said time may be flexed at the discretion of the Superintendent or his designee.

(b) Content Supervisors shall work 8:00 A.M. to 3:00 P.M. for five (5) days prior to the start of the teacher work year.

4. Content Supervisors will not be compensated for class coverage.

5. Content Supervisors shall teach no more than two (2) class periods per day.

ARTICLE XVIII

COMPENSATION

A. Salaries increases of \$3,000 - \$4,000- \$4,000 shall be calculated as indicated below, and shall be retroactive to July 1, 2003:

	<u>CONTENT SUPERVISOR</u>	<u>DISTRICT SUPERVISOR</u>
<u>2003-2004</u>		
Step 1	\$79,014	\$85,214
<u>2004-2005</u>		
Step 1	\$79,014	\$85,214
Step 2	\$83,014	\$89,214

2005-2006

Step 1	\$79,014	\$85,214
Step 2	\$83,014	\$89,214
Step 3	\$87,014	\$93,214

B. All Supervisors shall be entitled to \$1,500 per fifteen (15) credits over a Masters Degree.

C. Longevity shall be as follows:

Start of Year 20	\$2800
Start of Year 21	\$2700
Start of Year 22	\$2150 ✓
Start of Year 23	\$2200 ✓
Start of Year 24	\$2000 ✓
Start of Year 25	\$2000 ✓
Start of Year 30	\$1200 ✓
Start of Year 35	\$2400 ✓
Start of Year 40	\$1200

All longevity payments are cumulative and based upon years of service in the West New York Board of Education School District.

D. Supervisors who are not eligible for longevity pursuant to Section C. of this Article shall receive an additional sum of One Thousand Five Hundred (\$1,500.00) Dollars per annum until said supervisors are eligible for longevity, at which time the payment of said additional sum shall cease. The payment of this additional sum shall not be cumulative.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board policy for the term of said Agreement and the Board and the Association shall carry the commitments contained herein and give them full force and effect as Board Policy.

B. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees 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 to be in full force and effect.

C. Any individual contracts between the Board and an individual Supervisor, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract is inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

D. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in hiring, training, assigning, promotion, transferring, or disciplining of a Supervisor, or in the application or administration of this Agreement, on the basis of race, creed, color, religion, national origin, gender, domicile, sexual orientation, disability or marital status.

E. No supervisor shall be disciplined without just cause.

ARTICLE XX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2003, and shall continue in effect through June 30, 2006, subject to the Association's right to negotiate over a successor Agreement as

provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

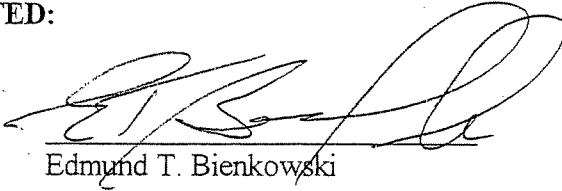
B. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective authorized representatives, and attested or witnessed, as applicable by the appropriate individuals.


ATTEST:

**WEST NEW YORK
BOARD OF EDUCATION**

DATED:

BY:


Edmund T. Bienkowski

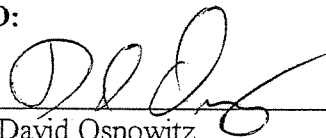

Mario Capozzi
President

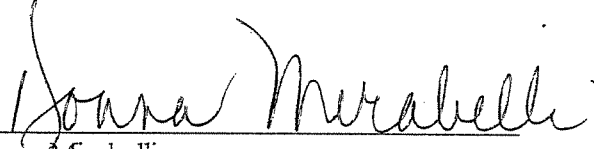
WITNESS:

**WEST NEW YORK
SUPERVISORS ASSOCIATION**

DATED:

BY:


David Osnowitz
Secretary


Donna Mirabelli
President

SCHEDULE A – TERMINAL LEAVE FORMULA

Each supervisor upon retirement from the District, after fifteen (15) years of service, or in the event of death during service in the District, shall be compensated for all accumulated sick days at the following formula, up to a maximum of \$50,000:

<u>Base salary</u>	X	<u>Number of accumulated days</u>
300 days		2

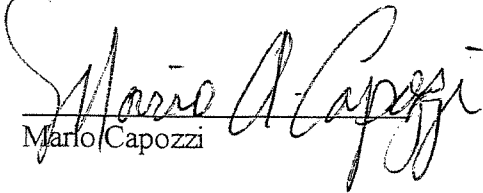
In the event a supervisor resigns from the School District, after fifteen (15) years of service, he/she shall be compensated at the aforementioned formula for all accumulated sick days up to a maximum equal to one (1) month's salary.

SCHEDULE B – SIDEBAR AGREEMENT

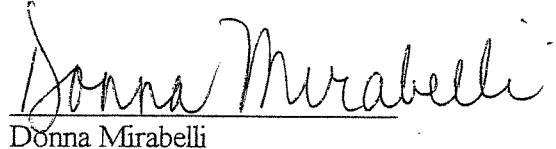
The West New York Board of Education ("Board") and the West New York Supervisors' Association ("Association") on this 11th day of February, 2004, agree as follows with respect to this Sidebar Agreement:


Employees who were members of this unit as of July 1, 1997, and had experience for 4 through 9 years as a supervisor in the West New York School District, shall receive an additional stipend of \$1500, which will be given yearly but is non-cumulative, for past experience in utilizing their supervisor certificate.

For the Board


Mario Capozzi

For the Association:


Donna Mirabelli


David Osnowitz

Date: February 11, 2004

Date: February 11, 2004