

2528

AGREEMENT

Between

THE SHORE REGIONAL HIGH SCHOOL BOARD OF EDUCATION

and

THE SHORE REGIONAL DEPARTMENT CHAIRPERSONS/SUPERVISORS ASSOCIATION

1995 - 1996

1996 - 1997

1997 - 1998

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all Department Chairpersons and Supervisors under contract in accordance with the New Jersey Employer-Employee Relations Act of 1968.

BE IT RESOLVED by the Board of the Shore Regional High School District that the Board hereby recognizes the Shore Regional Department Chairperson/Supervisors Association as the exclusive representative for negotiations pursuant to the provisions of Chapter 303, Public Laws of 1968, for the period from the date of this contract to June 30th three years following, between the Board and the following professional employees of the Shore Regional High School District:

1. All ten month department chairpersons and twelve month supervisors who have supervisory responsibility for the following departments:

Art, Athletics, Business, English, Foreign Language, Home Economics, Industrial Arts, Library, Math, Music, PE/Health/Drivers Education, Science, Social Studies, Special Education

2. The term "Department Chairperson" referred to hereinafter shall refer to those certificated supervisory personnel employed under the 10 month contract described herein. The term "Supervisor" hereinafter shall refer to those certificated supervisory personnel, including the Assistant Principal employed under the 12 month contract described herein. The term "Employees" shall refer to both Department Chairpersons and Supervisors.
3. The Association shall supply to the Board by October first of each school year a roster of all persons represented by the Association.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1975 in a good-faith effort to reach agreement on the terms and conditions of employment. It is agreed that both parties would meet no later than October 1 to establish guidelines and not later than November 1 to exchange proposals during the calendar year prior to the expiration year. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

The following timetable shall be in effect:

1. Both parties shall exchange complete proposals no later than November 1 and they shall include estimates of total overall costs of the proposals.

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

3. Any of the above dates may be changed by mutual consent of both parties.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals.

C. Neither party in any negotiation shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary powers and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations, subject to final ratification by each unit.

- D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement. This stipulation does not prohibit the Board from reviewing, clarifying, or updating policies, so long as such clarification or updating does not affect the terms or conditions of employment. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any benefit existing prior to its effective date.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement with any organization other than the Association for the duration of this Agreement.
- F. The parties agree that during the period of negotiations, if either party wishes to make a public statement with regard to the negotiations, that it shall so notify the other party of its intent. The other party shall have the opportunity to respond.
- G. The parties agree that negotiations may be reopened during the summer of 1993 with respect to the salary of the Athletic Director only.
- H. This Agreement shall not be modified in whole or in part by either party except by written consent of both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance shall mean a complaint by an employee or the Association (when word "employee" is used it shall mean both employee or association) that there has been as to him a violation or misinterpretation of any of the provisions of the within Agreement or that he has been treated unfairly by reason of any act or condition which is contrary to established board policy or affecting employment; provided, however, that the term grievance and the procedure relative thereto is not applied to the following matters:

(a) Matters for which a method of review is required either by law or by any rule or regulation of the State Commissioner of Education.

(b) In matters where the Board is without authority to act.

(c) Any matter which, according to law, is exclusively within the jurisdiction of the Board.

(d) A complaint of a non-tenured chairperson/supervisor which arises by reason of his not being re-employed or which arises out of the termination of non-tenured chairperson or supervisor contract.

(e) A complaint by any certificated personnel arising from appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not possible or is not required.

B. RIGHT OF REPRESENTATION

1. The employee shall have the right to present his own appeal or to designate a representative or representatives of the Association to appear with him in any steps of his appeal.

C. PROCEDURE

Level I

1. The employee shall present, in writing, to the Superintendent/Principal his grievance, which writing shall be signed by the one making the complaint. Such a grievance must be initiated within forty-five (45) calendar days after the alleged grievance occurred.

2. The person to whom the written grievance is presented shall acknowledge receipt of it on the date it is received, which acknowledgment shall be in writing and endorsed on a copy of the written grievance.

3. Within five (5) working days of the date the grievance is made, the Superintendent/Principal served shall have the right to schedule a meeting with the employee filing the grievance. The Superintendent/Principal shall render his decision on the grievance within said five (5) working day period, which decision shall be in writing and a copy of same shall be handed to the grievant.

Level II

1. The employee shall have the right to continue his appeal to the Board where the appeal will be lodged with the Board Secretary with the request that the Board consider the grievance and set a date for a hearing. The hearing shall be held within two (2) weeks of the date of the request. The Board agrees to render a decision and to supply a copy of the decision to the grievant, in writing, within one (1) month of the date of the hearing.

2. In requesting the Board to consider an appeal, there shall be submitted with the request all prior written statements and decisions.

3. An individual's grievance shall be considered to be confidential and shall be respected by the Board and the Association, and, therefore, all meetings, hearings, statements and decisions pertaining to this procedure shall be conducted among the parties involved in private session.

4. A failure on the part of any next higher authority to respond within the prescribed time period shall result in automatic movement of the grievance to the next step. Failure on the part of the grievant to adhere to the time limits outlined in this procedure shall result in termination of the procedure and dismissal of the complaint.

D. LEVEL III - ADVISORY FACT FINDING

1. If the Association is dissatisfied with the decision of the Board, the Association may request the appointment of an Advisory Fact Finder. Such request shall be made known to the Superintendent/Principal no later than two (2) calendar weeks after the decision of the Board has been made known to the Association.

2. Thereupon, the following procedure shall be followed:

- (a) The parties shall, within seven (7) days of the date of the request for the appointment of the Advisory Fact Finder, select one (1) person to serve as Advisory Fact Finder.
- (b) If the parties cannot agree between themselves upon the appointment of an Advisory Fact Finder, either party may request a list of persons who shall be bound by the rules and procedures of the American Arbitration Association in the selection of an Advisory Fact Finder.

D. Level II (continued)

- (c) A hearing shall be held before the Advisory Fact Finder and he shall limit himself to the issues submitted to him and shall consider nothing else. He shall add nothing to, nor subtract anything from the Agreement between the parties or any applicable policies of the Board. After the hearing is concluded and the parties have submitted all applicable evidence, the Advisory Fact Finder shall make findings and recommendations. The findings and recommendations shall be in writing and a copy of same shall be given to each of the parties within twenty (20) days after the date of the last hearing.
- (d) The cost of the services of the Advisory Fact Finder including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the educational program and the financial resources of the district, including but not limited to: class size, number of specialists, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agenda and minutes of all public Board meetings, census data, individual and group health insurance premiums and experience figures, names and addresses of all employees and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the chairpersons and supervisors, together with information which may be necessary for the Association to process any grievance or complaint.

B. Whenever any representative of the Association is mutually scheduled by the parties, or is ordered by an agency of competent authority, to participate during working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.

C. Representatives of the Association shall be permitted to hold meetings and transact official Association business on school property providing that such meetings or transactions of such business are not during school hours and providing further that the Superintendent is notified in writing at least two hours in advance.

D. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the chairpersons and supervisors, and to no other organizations.

ARTICLE V

WORK YEAR

A. Work Year

1. Ten (10) month personnel

Department Chairpersons will work the teacher calendar. In addition, they shall work the first three weekdays following the last day that teachers are required to be present and the two weekdays preceding the first day that teachers are required to be present in September, whether or not these days occur in September or August.

2. Twelve (12) month personnel

Supervisors will work the Personnel Handbook calendar. Supervisors will earn twenty (20) days of vacation annually which are usable during the year in which they are being earned. If a supervisor terminates employment during the year and has used more vacation days than have been earned for that year to date, monies will be deducted from the supervisor's final paycheck at the rate of 1/240 of their salary for each unearned day paid.

Earned vacation days may be accrued to a maximum of twenty five (25) days in accordance with Board policy 4153, 4253.

B. Summer Curriculum Work

1. Department Chairpersons will be given the option of acting as Chairperson of any curriculum committee in their area that meets during the summer recess, at a stipend of \$20 per hour.

ARTICLE VI
TEACHING DUTIES

1. Department chairpersons and supervisors will teach the following number of classes in accordance with the number of certified personnel they supervise. The first two part-time members of any department should be counted as the sum of the fractions of their full-time equivalencies or one-half a teacher, whichever is greater. Any additional part-time teacher in a department would be counted as a full teacher. (Example - Two part-time members in one department would be considered one full teacher; three part-time members in one department would be considered two teachers; five part-time in one department would be considered four teachers.)

Number of Certified Personnel Supervised	Number of Teaching Periods
1 - 2	5
3 - 4	4
5 - 7	3
8 - 11	2
12 - or more	1

2. Department chairpersons and supervisors shall have no assigned duty.

3. In developing the annual evaluation form for teachers in their respective department, each department chairperson and supervisor will identify and evaluate the specific duty assignment performed by teachers in his department.

4. In cases of declared school emergencies, the department chairpersons and supervisors will assist the administrator in charge as directed.

5. Department chairpersons and supervisors who have fewer than the number of teaching periods assigned under this article, will be asked to perform other administrative or supervisory duties in lieu of the classes not being taught, with the following exceptions:

The Chairperson of Special Education will substitute chairing and supervision of the Child Study Team in lieu of direct teaching responsibilities.

The Supervisor of Athletics and Physical Education/Health/Safety and the Assistant Principal will have no direct teaching responsibilities.

ARTICLE VII

EMPLOYMENT

1. The salary of Department Chairpersons and Supervisors is stipulated on Schedule A as attached and made a part hereto for the years covered by this contract.

2. In the event the Board or employee wishes to terminate an individual employment contract, the number of days that either party shall be required to give the other shall be sixty (60) days.

3. Chairpersons/Supervisors who are required to use their own automobiles in the performance of their duties will be reimbursed at IRS rate.

4. Payment of individual dues for annual membership in the New Jersey Principals and Supervisors Association shall be the responsibility of the Board and will be remitted directly to NJPSA on a monthly basis.

5. Additional terms and conditions of employment are contained in the Personnel Handbook as attached and made a part hereto of this contract.

ARTICLE VIII

EVALUATION

- A. 1. All formal observations of the work performance of department chairpersons and supervisors shall be conducted openly and with full knowledge of the department chairpersons and supervisors.
2. A department chairperson or supervisor shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it unless an earlier conference is mutually agreed upon. No such report shall be submitted to the central office, placed in a department chairpersons' or supervisors' file or otherwise acted upon without prior conference with the department chairperson or supervisor, if the department chairperson or supervisor so requests. No department chairperson or supervisor shall be required to sign a blank or incomplete evaluation form.
3. If a department chairperson or supervisor has received a less than satisfactory evaluation, he shall receive another evaluation within eight (8) weeks after the conference with the supervisor.
- B. 1. Evaluation of tenured and non-tenured department chairpersons and supervisors.
- (a) Every local board of education shall adopt policies and procedures requiring the annual evaluation of all tenured and non-tenured department chairpersons and supervisors by appropriately certified personnel (N.J.S.A. 18A:1-1, N.J.A.C. 6:11-3.4).
- (b) The purpose of the annual evaluation shall be to:
- (1) Promote professional excellence and improve skills of department chairpersons and supervisors.
- (2) Improve student learning and growth.

- (3) Provide a basis for the review of performance of tenured and non-tenured department chairpersons and supervisors.
- (c) The policies and procedures shall be developed under the direction of the district's chief school administrator in consultation with tenured and non-tenured department chairpersons and supervisors and shall include but not be limited to:
- (1) Roles and responsibilities for implementation of the policies and procedures;
 - (2) Development of job descriptions and evaluation criteria based upon local goals, program objectives and instructional priorities;
 - (3) Methods of data collection and reporting appropriate to the job description including, but not limited to, observation of classroom instruction;
 - (4) Observation conference(s) between the Superintendent/Principal and the department chairpersons and supervisors.
 - (5) Provision for the use of additional appropriately certified personnel where it is deemed appropriate.
 - (6) Preparation of individual professional improvement plans.
 - (7) Preparation of an annual written performance report by the Superintendent/Principal and an annual summary conference between the Superintendent/Principal and the department chairpersons and supervisors.
- (d) These policies shall be distributed to each tenured and non-tenured department chairperson and supervisor no later than October 1. Amendments to the policy shall be distributed within 10 working days after adoption.

- (e) The annual summary conference between the Superintendent/Principal and department chairpersons and supervisors shall be held before the written performance report is filed. The conference shall include but not be limited to:
 - (1) Review of the performance of the department chairperson or supervisor based upon the job description.
 - (2) Review of the department chairperson's and supervisor's progress toward the objectives of the individual professional improvement plan developed at the previous annual conference.
 - (3) Review of available indicators of pupil progress and growth toward the program objectives.
 - (4) Review of the annual written performance report and signing of said report within five working days of the review.

- (f) The annual written performance report shall be prepared by the Superintendent/Principal who has participated in the evaluation of department chairpersons and supervisors and shall include but not be limited to:
 - (1) Performance areas of strength.
 - (2) Performance areas needing improvement based description.
 - (3) An individual professional improvement plan developed by the supervisor and the department chairperson or supervisor.
 - (4) A summary of available indicators of pupil progress and growth, and a statement of how these indicators related to the effectiveness of the overall program and the performance of the individual department chairperson or supervisor.

- (5) Provision for performance data which has not been included in the report prepared by the supervisor to be entered into record by the evaluatee within to working days after the signing of the report.
- (g) Local board of education policies for the evaluation of tenured and non-tenured department chairpersons and supervisors, based upon, but limited to, the above provisions, are presently operational and in full force and effect. These provisions are the minimum requirements for the evaluation of tenured and non-tenured department chairpersons and supervisors.
- (h) For the purposes of this section:
 - (1) Appropriately certified personnel means personnel qualified to perform duties of supervision which includes the Superintendent/Principal, and/or supervisors of instruction who hold the appropriate certificate and who are designated by the board to supervise department chairpersons and supervisors.
 - (2) Indicators of pupil progress and growth means the results of formal and informal assessment of pupils as defined in N.J.A.C. 6:8-3.4.
 - (3) Individual professional improvement plan is a written statement of actions developed by the supervisor and the department chairperson or supervisor to correct deficiencies or to continue professional growth, timeliness for their implementation, and the implementation, and the responsibilities of the individual department chairperson or supervisor and the district for implementing the plan.
 - (4) Job description means a written specification of the function of the position, duties, and responsibilities, the extent and limits of authority, and work relationships within and outside the school and district.

- (5) Observation conference means a discussion between the Superintendent/Principal and department chairperson or supervisor to review a written report of the performance data collected in a formal observation and its implications for the department chairperson's or supervisor's annual evaluation.
- (6) Observation means a visitation to an assigned work station by the Superintendent/Principal for the purpose of formally collecting data on the performance of a department chairperson's or supervisor's assigned duties and responsibilities and of a duration appropriate to same.
- (7) Performance report means a written appraisal of the department chairperson's or supervisor's performance prepared by the Superintendent/Principal.

ARTICLE IX

SICK LEAVE

- A. All department chairperson employed on a ten month contract shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they shall report for duty on that day. Supervisors on a twelve (12) month contract shall be entitled to twelve (12) days of sick leave respectively under the same conditions. Unused sick leave shall be accumulated from year to year.
- B. All employees newly employed by the Board shall be granted all of their sick days, if any, which they have accumulated in their previous public school to a maximum of ten (10) for ten month employees and twelve (12) for twelve month employees. It shall be the responsibility of the employee to initiate the request of his previously accumulated sick days and to present written proof to the Superintendent from the school system(s) in which he was previously employed before July 1 at the end of the first school year employed at Shore Regional High School.
- C. If any employee in the first four years in this system shall require more than the maximum number of days to which said person is entitled, substitute pay shall be deducted for an additional five days. Any full-time employee who has been in the system for more than four years who shall require more than the maximum number of days to which said person is entitled, may make application to the Board for additional sick days. The Board shall consider each application separately, and the decision shall not set a precedent for future practice.
- D. Additional sick leave may be granted by the Board on an individual basis pursuant to the provision of N.J.S.A. 18A:30-1 and following.

- E. The parties acknowledge and agree that if after an employee is employed in the Shore Regional High School system for a period of 13 years, said employee will be eligible for a sick leave retirement benefit of a maximum of \$25.00 per day for those unused sick days that said employee may have accrued while employed at Shore Regional High School. This benefit may not exceed the sum of \$5,000 per employee. Said retirement shall be defined in accordance with New Jersey Statute and the Teachers' Pension and Annuity Fund Rules and Regulations.

ARTICLE X

LEAVES OF ABSENCE

1. Employees under this contract shall be entitled to:

A. Three (3) personal days with no explanation for the following reasons:

(1) Medical (2) Legal (3) Private Family (4) Personal Professional

B. None of these days in this section may be taken immediately before or after a school holiday or recess or in connection with school holiday or recess.

C. If an employee who is entitled to personal leave under Article X, paragraph 1 does not utilize the allocated contractual personal leave days in the course of a year, then the unused portion of said contractual personal leave days, within the limit established by NJSA 18A:30-7, shall accumulate as sick leave in the next year.

2. Maternity leave provisions shall be in accordance with mandatory state statutes and rulings.

3. Leave taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

4. Other leaves of absence, without pay, may be granted by the Board for good reason. Such leaves of absence are understood to be short term leaves of absence under personal days. Such leaves of absence are not to be construed as in conflict with Board policy #4152 dealing with long-term leaves of absence. However, employees who leave abruptly without giving the Board reasonable opportunity to review their request, will forfeit 1/200 of their annual salary.

5. Long term leaves of absences may be granted by the Board at its sole discretion, pursuant to Board policy #4152, attached hereto and made a part hereof.

Personnel - Certified and Non-Certified

Long-Term Leaves

It is the policy of the Board to insure continuous instruction for students. For this reason, the Board will review critically any request for long-term leaves of absence.

In considering whether to recommend leaves for health, family hardship or professional improvement, the Superintendent shall carefully consider the following factors:

1. Severity of a case as documented by specialists (health/hardship).
2. Length of time staff member served system.
3. Benefit which would result to school system.
4. Length of requested leave (not to exceed one year - Exception: Military).
5. Any other factor which shall be deemed to be in the best interest of the school system.

SHORE REGIONAL HIGH SCHOOL DISTRICT
West Long Branch, New Jersey

Policy revised: December 20, 1984

ARTICLE XI

BEREAVEMENT LEAVE

1. Full-time employees of the Shore Regional High school Board shall be entitled to a maximum of five (5) days of absence for death in the immediate family. The immediate family shall include: husband, wife, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, grandparents, son-in-law, daughter-in-law, aunt, uncle or any relative making permanent home with employee.

ARTICLE XII

SABBATICAL LEAVE

A sabbatical leave may be granted to an employee by the Board for study in the current subject area of the employee subject to the following conditions:

1. Sabbatical leave may be granted to one certified professional employee per year.
2. Requests for sabbatical leave must be received by the Superintendent/Principal in writing no later than January 15 and action must be taken on all requests no later than March 30 of the school year preceding the school year for which the sabbatical is requested.
3. The employee must have completed at least seven full years of service in the Shore Regional High School District before taking the sabbatical. Application could be made during the seventh year.
4. An employee on sabbatical leave for the school year shall be paid by the Board at one-half the rate that would have been received if the employee had remained on active duty. The Board shall continue all fringe benefits in force.
5. It is understood and agreed that an employee will provide the Superintendent with a progress report at the completion of the half-year period of a sabbatical leave and then shall provide the Superintendent with a final progress report on the status of his work at the completion of said sabbatical leave.
6. An employee who has been granted a sabbatical leave must return to the Shore Regional High School system for a minimum of two (2) years after completion of said sabbatical leave. If the employee does not return, he must refund his entire year's salary that he received during his sabbatical leave.

ARTICLE XIII

PROFESSIONAL INCENTIVE PROGRAM

Each department chairperson or supervisor shall be entitled to the sum of \$1,000 each year as a professional incentive in accordance with the following provisions:

Prior to October 1 of each school year, the employee shall submit to the Superintendent/Principal a Professional Incentive Plan. The plan shall contain clearly defined activities to be performed by the employee in addition to said employee's regular duties. The activities proposed must offer the district increased productivity and be easily measurable. Upon approval of the plan by the Superintendent/Principal, the employee must complete the activities by March 31 of that same school year. After successful completion of all activities contained in the plan, the Superintendent/Principal shall approve the awarding of the incentive payment to be included in the employee's base salary for the following year.

<u>Plan Submitted</u>	<u>Plan Completed</u>	<u>Salary Inclusion</u>
October 1, 1994	March 31, 1995	July 1, 1995
October 1, 1995	March 31, 1996	July 1, 1996
October 1, 1996	March 31, 1997	July 1, 1997

ARTICLE XIV

PROTECTION OF EMPLOYEES,
STUDENTS AND PROPERTY

- A. An employee may use reasonable force, as necessary, to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others or to obtain possession of weapons or other dangerous objects on the person or within the control of a pupil. Employees shall immediately report cases of assault suffered by them or witnessed by them in connection with their employment to their principal.
- B. The Board shall reimburse employees for any loss, damage or destruction of clothing or personal property of the teacher while on duty on the school premises or on school sponsored activities; provided, that the loss, damage or destruction arises out of and in the course of the performance of these duties; that school policy has not been violated by the employee and that such is not the result of negligence of the employee. Damage to motor vehicles shall be excluded from this section, it being understood that damage to motor vehicles shall be within the province of the insurance carrier for the Board and other insurance carriers.
- C. The Board shall render legal defense to an employee as follows in accordance with N.J.S.A 18A:16-6 and N.J.S.A. 18A:16-6.1: against civil actions.

"Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board, including any student teacher, for any act of omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom, and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses."

N.J.S.A. 18:16-6.1. Indemnity of officers and employees in certain criminal actions.

"Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals."

- D. When absence of an employee arises out of or from an assault upon an employee in the course of his duties, the employee shall not forfeit any sick leave or personal leave, and shall be entitled to full salary and other benefits for the period of such absence.
- E. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- F. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties.

ARTICLE XV

INSURANCE PROTECTION

- A. The Board shall provide the health care insurance protection designated below.
- B. The Board agrees to pay one hundred percent of the total cost of the premium for Blue Cross, Blue Shield, Rider J, Major Medical, coverage of unmarried children to age 23 and prevailing fee coverage, for single through family rates.
- C. The Washington National Insurance program shall be continued in its present form.
- D. The Board agrees to provide, through the New Jersey Dental Service Plan, Inc., a full family plan, including orthodontic benefits, shall be extended to include employees, their spouses and eligible children.
- E. All Shore Regional retirees shall be allowed to purchase, at their own expense, the various insurances being offered in this article, providing the carriers agree thereto and providing further that the Shore Regional Department Chairpersons/Supervisors Association collects the individual premiums from the retirees and transmits same to the Board at least thirty (30) days prior to the due date of the quarterly premium.
- F. Employees may choose alternate coverage under an HMO plan, however, the cost to the Board cannot exceed Blue Cross/Blue Shield/Guardian Major Medical plan rates. Should the cost of an alternate plan exceed these rates, the employee must pay the difference.

ARTICLE XVI

PAYROLL PROCEDURES

- A. Employees who are employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
- B. Employees who are employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.
- C.
 - 1. Employees may individually elect to join a summer pay plan and the Board agrees to make such a plan available to the employees.
 - 2. An employee who participates in the summer pay plan may have the funds which are withheld sent to the Mon-Oc Teachers Federal Credit Union where they shall be deposited in an interest bearing account in the employee's name. This shall be done only if all employees on the summer pay plan so request.
 - 3. Funds must be sent to Mon-Oc by the fifth day of the month unless a holiday falls on Friday or Monday between the first and the fifth.
- D. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
- E. The Board agrees to deposit all tax-sheltered annuity deductions directly to the Thomas Seely Agency.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

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, firing, training, assignment, promotion or discipline of employees or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, gender, sexual preference, domicile or marital status.

B. Board Policy

This agreement constitutes a commitment of compliance for the Board and Association and their respective members for the term of said agreement and both shall carry out the commitments contained herein and give them full force and effect as part of the overall Board policy.

C. Separability

If any provision 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 provision or application shall not be deemed valid and substituting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

D. Compliance Between Individual Contract and Master Contract

Any individual contract between the Board and a member of the Department Chairpersons/Supervisors unit heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, during its duration, this agreement shall be controlling.

E. Printing Agreement

Copies of this agreement shall be printed at the expense of the Board after agreement with the Association on format. The agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board.

F. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so, in writing, personally or by mail, at the following addresses:

(1) If by the Association to the Board, addressed to the President or Secretary of the Board, Shore Regional High School, West Long Branch, New Jersey 07764.

(2) If by the Board to the Association, addressed to the President or the Secretary of the Association, Shore Regional High School, West Long Branch, New Jersey.

ARTICLE XVIII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1995 and shall continue in effect through June 30, 1998. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated without any reopeners as to salary, contract language or any other items during said three-year period.
- B. IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and the Board has caused this Agreement to be signed by its President, attested to by its Secretary and its corporate seal to be placed thereon, all of the day and year first above written.

SHORE REGIONAL DEPARTMENT CHAIRPERSONS/
SUPERVISORS ASSOCIATION

President

Secretary

ATTEST

By [Signature] President

Attest: [Signature] Secretary

Supervisors and Chairpersons

SALARY SCHEDULE A

<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
\$72,381	\$75,262	\$78,143
67,381	70,262	73,143
76,881	79,762	82,643
78,881	81,762	84,643
66,526	68,927	71,328

Note: Salaries do not include monies which may be awarded annually in accordance with Article XIII Professional Incentive Program.

SHORE REGIONAL HIGH SCHOOL DISTRICT

PERSONNEL HANDBOOK

for

ADMINISTRATIVE AND SUPERVISORY PERSONNEL

Original adoption: January, 1988

FOREWORD

This Handbook is designed to clarify specific aspects of working conditions for administrative and supervisory employees. This Handbook is supplemented by the Policies of the Board of Education, Volume I, 400 series, entitled Personnel.

This Handbook will also form the basis for future negotiations with administrative and supervisory personnel.

DRESS CODE

It is expected that both males and females dress in customary business attire and that they are appropriately groomed in accordance with Board Policy 4118.23.

PARKING

A reserved parking space will be made available. Any damage to or theft or valuables from an employee's car is the responsibility of the employee, not the school district.

COLLECTION OF GIFTS

It is understood that no one is to accept any commission or gift from individuals or companies seeking to sell equipment or materials required in the operation of the school district in accordance with Board Policy 1313.

MEDIA CONTACT

Any contact with the media should be reported to the Superintendent, and he/she should be apprised of all requests for information from the media prior to the release of any information. All matters representing the official position of the district prepared for publication by any of its employees shall be approved by the Superintendent prior to release to the public press in accordance with Board Policy 1112.2.

POSTAL METER

The school postage meter may not be used for private mail. This meter is reserved exclusively for official district business.

JOB POSTING

Any and all administrative and supervisory positions which become open will be posted.

EVALUATION

All administrative and supervisory employees will be evaluated in accordance with law and regulation and in accordance with Board Policy and Regulation 4115.

GRIEVANCE PROCEDURE

The grievance procedure will reflect the general procedures as followed by the teaching staff.

EMPLOYMENT ASSISTANCE PROGRAM

An Employee Assistance Program supported by the Board of Education is available through the Robert Eisner Institute. Individuals needing this assistance should contact The Robert Eisner Institute, Revmont Park North, Shrewsbury, New Jersey 07701, (908) 544-9222.

All contacts are confidential.

WORKING HOURS

Personnel shall be on duty a minimum of eight hours each day, and they shall also be available for evening meetings as required by the Superintendent. During the summer months and/or very hot weather, the Superintendent is authorized to modify these hours as warranted and as appropriate.

OVERTIME

Administrative and Supervisory personnel are not eligible for overtime. Compensatory time may not be accrued unless for extended overtime work and with the express approval of the Superintendent.

HOLIDAYS AND CALENDAR

Personnel will observe the following holidays on the day itself or on a day given in lieu of a specific holiday:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

HOLIDAYS AND CALENDAR (continued)

If a holiday as indicated above falls on a Saturday or Sunday and if its observance is declared to be observed on a Friday or Monday, then such an observance will be honored.

Prior to the beginning of each school year, the Superintendent shall schedule an additional five days to be designated as holidays.

WEATHER EMERGENCIES

Personnel are expected to report to work on days when school is cancelled because of weather conditions. In reporting to work on such days, personnel must use their individual judgment to determine whether road and travel conditions are safe enough to warrant driving to work.

VACATION DAYS

In accordance with Board Policy #4153, 4253, administrators and twelve (12) month supervisors are entitled to twenty (20) days' vacation time. At the discretion of the administrator or supervisor, vacation time may be accrued to maximum to twenty-five (25) days. All vacation days must be taken with the approval of the Superintendent.

PERSONAL DAYS AND BEREAVEMENT DAYS

All personnel will be granted a maximum of three (3) personal days for private or family reasons and a maximum of five (5) bereavement days because of the death of an immediate family member (husband, wife, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, grandparent, son-in-law, daughter-in-law, aunt, uncle).

LEAVE OF ABSENCE DUE TO ILLNESS

All personnel will be granted sick leave as described in NJSA 18A:20-1. Unused sick leave may be accumulated, and the sick leave retirement benefit accorded to the teaching staff shall also apply.

MATERNITY LEAVE

In accord with the Pregnancy Discrimination Act, an amendment to Title VII of the Civil Rights Act of 1964, maternity leave will be treated as any leave of absence due to illness.

MILITARY LEAVE

Military leave will be granted as required by law.

JURY DUTY

Jury duty will be granted if serving is not waived by the court.