

AGREEMENT

Between

NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

and the

NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL DISTRICT
SUPERVISORS' ASSOCIATION

For the Period

July 1, 2009 to June 30, 2012

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ARTICLE I
RECOGNITION

A. Unit Membership

In accordance with the New Jersey Public Relations Act, N.J.S.A. 34:13A-1 to 13A-29, Chapter 123, Public Laws of 1974, the North Hunterdon-Voorhees Regional High School District Board of Education, (hereinafter referred to as the "Board") hereby recognizes the North Hunterdon-Voorhees Regional High School District Supervisors' Association (hereinafter referred to as the "Association"), affiliated with the New Jersey Principals' and Supervisors' Association, as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for supervisors as defined in Article XXIII, excluding all other persons employed as supervisory or confidential employees.

B. Definitions

Unless otherwise indicated, the term "supervisor" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiation unit as above defined.

Whenever any provision of this agreement refers to one gender, it shall also refer to the other, and vice-versa. Reference to the singular shall also be construed as reference to the plural, and vice-versa.

ARTICLE II
NEGOTIATION PROCEDURES

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 to 13A-29 (Chapter 123, Public Laws of 1974) in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Negotiations shall begin and continue in accordance with PERC Rules.

B. Negotiation Team Authority

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

C. Modification

1. Understanding of Parties

This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this agreement, no party shall be required to negotiate with respect to any such 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 when they negotiated or executed this agreement.

2. This agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint by a supervisor or this bargaining unit that there has been a personal loss or injury because of a violation, misinterpretation or inequitable application of Board policy, this agreement, or any administrative decision affecting terms and conditions of employment.

2. An "aggrieved person" is the person or persons making such complaint.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. A working "day" for the purpose of this Article shall be as follows:
(a) any day, during the school calendar, Monday through Friday, on which the aggrieved person is required to be in attendance at the school for his normal job function, or (b) during the remainder of the year any working day, Monday through Friday, on which the District Administrative Offices are open.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest level possible equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of personnel. Such solutions shall in no way alter, modify or otherwise change the terms and conditions of this agreement. Both parties agree that these proceedings will be kept informal and confidential at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any person having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without the intervention of the Association. Such adjustment shall be consistent with the terms of this agreement and the Association shall have the opportunity to present and to state its view at the time such adjustment is made.

C. Procedure

1. Level One

An employee's complaint, after having been discussed with the employee's immediate supervisor and/or any other person involved, shall be submitted in writing to the principal within thirty (30) working days of the cause of complaint. A decision in writing must be returned within five (5) working days. In the event of an unfavorable decision or no decision within the times stipulated herein, the employee may initiate procedures set forth in Level Two.

2. Level Two

Within five (5) days of the unfavorable actions, stipulated in Level One, the employee shall submit a written petition, including all pertinent correspondence to the Superintendent, who shall assign it to the proper administrator. Said administrator shall render a decision in writing within five (5) days. An unfavorable decision or no decision within the stipulated period shall entitle the employee to initiate procedures set forth in Level Three.

All grievances, beginning at Level Two and processed through Level Five, shall be in writing, specifying at each Level the following information:

- a. A summary of the nature of the grievance;
- b. Contract article(s), board policy(ies) or administrative decisions(s) allegedly being misinterpreted, misapplied or violated;
- c. Remedy being sought; and
- d. Reason(s) for dissatisfaction with decision at previous level.

3. Level Three

Within five (5) days of the expiration of the period for consideration under Level Two, the employee may file a written petition and all supporting papers with the Association. Within three (3) days of receipt of such petitions and supporting papers, the Association shall refer them to the Superintendent. The Superintendent shall return a decision in writing within

five (5) days of the receipt of the petition. In the event of an unfavorable decision or no decision within the stipulated period, the employee may institute action under the provisions of Level Four.

4. Level Four

Within five (5) days of receipt of unfavorable action, or in the case of no action at Level Three by the Superintendent, the employee may again refer the petition to the Association. After a review of the circumstances involved, the Association may recommend no further action. Should the Association recommend further action, it shall forward within ten (10) days of receipt a letter through the Superintendent to the President of the Board, requesting a hearing before a joint committee of the Board and the Association. Said committee shall consist of two (2) members of the Board, two (2) members of the Association, and a fifth member mutually agreeable to the parties concerned. The letter should contain major points at issue including the reasons for dissatisfaction with the previous decisions. The requesting hearing should be scheduled within fifteen days (15) of receipt of the letter by the Superintendent. If impossible to schedule within fifteen (15) working days, the Association and/or employee shall be notified in writing as to the reasons for delay. The joint committee shall render a decision within ten (10) working days or file an acceptable reason for the lack thereof.

Non-observance of the stipulations of the provisions of this paragraph, or the return of an unfavorable opinion, may be grounds for actions set forth in Level Five.

5. Level Five

a) Within five (5) days of an unfavorable decision or lack of actions stipulated in Level Four, the Association may submit a letter to the Board requesting that the employee's petition be placed for arbitration. Within ten (10) days of the submission of the request for arbitration, the Association and the Board shall attempt to agree on an arbitrator and shall attempt to obtain a commitment from said arbitrator to serve. In the event that agreement

cannot be reached, the Board and the Association shall request the aid of the Public Employment Relations Commission in obtaining an arbitrator.

b) The arbitrator's decision shall be in writing and shall set forth the facts upon which the decision is based. Such decision shall in no way alter, modify or otherwise change the terms and conditions of this agreement. The Board and the Association shall receive the arbitrator's decision as final and binding upon both parties.

c) No claim by an employee shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to (1) a complaint of a non-tenured employee which arises by reason of not being re-employed, (2) any rule or regulation of the State Commissioner of Education, (3) any matter which according to law is beyond the scope of Board authority, and (4) any matter outside the scope of legally negotiable terms and conditions of employment.

D. Miscellaneous

1. If in the judgment of the Association through its representatives, a grievance affects a group or class of employees, the Association or its authorized representatives may submit such grievance(s) in writing to the Board of Education and the processing of such grievance(s) through all subsequent levels of the grievance procedures, even though the aggrieved person, or persons do not wish to do so.

2. All meetings and hearings held under these procedures shall be closed to the public, and shall include only such parties as are in interest and/or their designated representatives as set forth in these articles.

ARTICLE IV
SUPERVISORS' RIGHTS

A. Rights and Protection in Representation

Pursuant to NJSPA, N.J.S.A. 34:13A-1 to 13A-29 (Chapter 123, PL 1974), the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted legal activities for mutual aid and protection. The Board agrees that it shall not discriminate against any supervisor with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment, on the basis of race, sex, religion or national origin.

B. Just Cause Provision

No supervisor shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or any representative thereof, shall be subject to the grievance procedure.

C. Required Meetings of Hearings

Whenever required to appear before the Board, Superintendent, or any committee or member thereof, concerning any matter that could result in the termination of employment, a supervisor shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and shall be entitled to have a representative of the Association. Any suspension shall be with pay until formal determination is made by the Board of Education.

D. Public Criticism:

The Association recognizes the right of the Board to seek information. If, however, the matter involves criticism of the job performance of a supervisor, the supervisor's rights shall be protected in accordance with statutory law.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available to the Association all relevant public information concerning the financial resources of the District together with public information which may be necessary for the Association to process any grievance.

B. Use of School Buildings.

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt their duties and/or normal school operations.

C. Use of School Equipment

The Association shall have the right to use school facilities and equipment at times when such equipment is not otherwise in use. Use of secretarial personnel for Association business on school time is not authorized.

D. Exclusive Rights

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.

E. Released Time for Meetings

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings there shall be no loss of pay and/or benefits.

ARTICLE VI
SUPERVISOR WORKLOAD AND HOURS

A. Supervisors' Hours

Supervisors are expected to devote the time necessary to fulfill their responsibilities both before the school day begins and after it ends.

ARTICLE VII
EVALUATIONS

A. Right to Full Knowledge

Employees have the right to full knowledge of their evaluations, and are entitled to receive recommendations on ways to improve their performance.

B. Procedures

The Board, in consultation with the Association, has adopted policies and procedures for evaluating tenured and non-tenured supervisors. These policies and procedures will be reviewed when appropriate.

C. Evaluation Procedures

Evaluation shall consist of both written summaries of lesson observations as well as summary evaluations which reflect on all aspects of a supervisor's work.

1. Copies of Reports

Supervisors shall sign all copies of their evaluations, which shall be in writing, attesting to the fact that the contents of the evaluation are known to them. The supervisor shall receive a copy of each evaluation.

2. Rights of Supervisor to Respond

The supervisor upon receipt of the written evaluation will have three work days to review the evaluation. After this review time, the evaluator and the supervisor will meet to discuss the evaluation.

ARTICLE VIII
LEAVES OF ABSENCE

A. Accumulative Sick Leave

All employees 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 report for duty on that day. In the case of those employees who are employed for eleven or twelve months, they shall be entitled to one or two additional sick days, respectively.

B. Jury Duty

If a supervisor receives notice to report for jury duty, the supervisor shall take up the matter with the Principal. For all days during which a supervisor is required to be on jury duty and is paid for the jury duty, the Board will continue the regular salary providing the supervisor endorses over the jury duty check to the Board of Education.

C. Extended Leaves of Absence

1. Disability:

a. An employee who anticipates a disability shall notify the Superintendent in writing of the anticipated commencement of the disability as soon as the employee is aware of it.

b. In the case of pregnancy, the employee shall inform the Superintendent of the anticipated delivery date.

c. No later than sixty (60) days prior to the anticipated delivery date of the child, the employee shall inform the Superintendent of her choice based upon one of the following options:

1) A disability leave for which accumulated sick leave may be utilized or:

2) A disability leave for which accumulated sick leave may be utilized followed by an unpaid childcare leave as described below or:

3) An unpaid leave of absence commencing prior to the period of actual disability without use of accumulated sick leave. Upon delivery, any continuation of unpaid leave shall be considered childcare leave and shall

terminate at the end of the school year in which the child was born. All requests for "extension" of child care leave shall be in accordance with Section C.2 following.

4) Take no leave of absence.

d. To the extent permitted by law and relevant judicial and administrative agency decisions, employees on pregnancy-related disability leave shall be presumed to be disabled for purposes of sick leave eligibility four (4) weeks immediately preceding the expected birth of child and four (4) weeks immediately following the termination of pregnancy. This eligibility requirement shall be construed as a minimum guideline subject to revision based on the actual disability of the individual involved. The Board requires verification of an actual or anticipated pregnancy related disability by a licensed, practicing physician with any request for a pregnancy related disability leave.

e. The Board may request a certificate from a certifying physician that a disabled employee is medically able to continue working. The Board reserves the right to have its physician examine the employee at Board expense. If there is a difference of medical opinion between the Board's physician and the employee's physician, then the Board and the employee shall agree on a third impartial physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The cost of said examination by the impartial physician shall be shared equally by both the Board and the individual employee.

f. The Board reserves the right to regulate anticipated disability leaves of Supervisors so that the commencement and termination dates precede or follow the period of actual disability. When this occurs, the Board shall pay salary and benefits for the duration of the involuntary leave.

g. The Board shall continue to provide medical insurance coverage to employees on paid sick (disability) leave.

2. Childcare Leaves

a. Natural birth

1) The Board shall grant unpaid leaves of absence for the purposes of childcare of an infant to employees under the conditions set forth below:

a) In no event shall the Board be required to grant concurrent leaves of absence to both parents.

b) The initial request for childcare leave shall not exceed the end of the academic year in which said leave is taken; however, if the childcare leave begins on or after commencement of the second (2nd) semester, the employee shall be entitled to an additional school year of childcare leave without pay before exercising her option of an extension in accordance with subsection C.2.a.4.)

2) Except as provided in subsection C.2.a.3) below, leaves of absence shall commence immediately following the end of the period of actual disability and shall terminate at the end of the school year in which the disability occurred.

3) When a supervisor requests a childcare leave of absence which begins prior to the period of actual disability, the Board may alter the requested starting date of said leave in order to maintain continuity in the educational programs. If the altered starting date of said leave is unsatisfactory to the Supervisor, the request may be withdrawn within 10 calendar days of initial notification.

4) At the request of a tenured Supervisor with more than three (3) consecutive years of service in the District, the Board shall grant an extension of childcare leave for one (1) full school year; however, no employee shall be eligible for a successive childcare leave without working in the District for a minimum of one (1) full school year after returning to work from a childcare leave.

5) Nothing stated herein shall require the Board of Education to extend said leave of absence of a non-tenured Supervisors with less than three (3) consecutive years of service in the District beyond the end of the contract year for which the employee has been employed.

b. Adoption

1) An employee adopting an infant child shall notify the Superintendent in writing when the application for adoption is approved by the adopting agency. Request for childcare leave shall be made as soon as the employee is informed of the custody date. Said leave shall commence upon receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements for adoption.

2) Except as otherwise provided in Subsection b.1) immediately above, all conditions and requirements set forth in Subsections C.2.a.2), C.2.a.3), C.2.a.4), C.2.a.5), and C.3.a,b,c, and d. herein shall be applicable to this Section - i.e., Adoption.

3. Other Provisions

a. All requests for an additional school year of childcare leave as provided under Subsection C.2.a.1) above, and/or extensions of unpaid leaves of absence shall be in writing. Any requests by supervisors for unpaid leaves commencing September 1 shall be made by May 1 of the previous school year. In all other cases, employees on unpaid leaves of absence pursuant to this section shall notify the Superintendent at least three (3) months prior to the end of their approved leaves as to their intent to return to work or, if applicable, to request an extension of the leave.

b. The Board shall provide employees on unpaid disability leave and /or childcare leave with medical insurance coverage up to a maximum of three (3) whole months following the expiration of paid sick (disability) leave.

c. Time spent on a leave of absence without pay shall be considered as time not in the employ of the Board for the purpose of incremental salary increases. The Board may, however, grant one (1) incremental increase to an

employee on an unpaid leave of absence when that person presents evidence in the form of a report to the administration that sufficient professional improvement has occurred during the leave to justify the increment. Under no circumstances shall time spent on an unpaid leave of absence count toward fulfillment of tenure requirements. No professional staff member on unpaid leave shall, on the basis of said leave, be denied the opportunity to substitute in the District.

d. An employee on unpaid leave of absence shall have the right to remain in all current group insurance plans provided that he reimburses the Board at a rate equal to the insurance costs.

4. Good Cause

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

5. Return from Leave

All benefits to which a supervisor was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits towards sabbatical eligibility, shall be restored upon return, and the supervisor shall be assigned to the same position held at the time said Board approved leave commenced.

6. Extensions and Renewals

All extensions or renewals of leave shall be applied for and responded to in writing.

7. Employees on semester or longer unpaid leaves of absence, pursuant to this section, shall notify the Superintendent at least three months prior to the end of their approved leave as to their intent to return to work or, if applicable, to request an extension of this leave.

D. Personal Leave

Full-time supervisors shall be granted three (3) days of absence for personal business without loss of pay. The Building Principal must be notified two (2) days in advance. No personal days are permitted immediately before or

after a holiday. Personal days are not accumulative. The number of personal days granted and taken on any given day shall be limited to fifteen (15%) percent of the supervisors' staff members. In the event that more than fifteen (15%) percent of the supervisors apply for a personal day on a given day, seniority in the district shall determine which employees are granted the personal day. On July 1 of each year, any personal days unused during the preceding school year shall be added as accumulated sick days.

E. Bereavement Leave

Up to seven (7) consecutive calendar days at any one time in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, sibling or other member of the immediate household shall be granted. Up to five (5) consecutive calendar days for grandparents, grandchildren, parents-in-law or siblings-in-law shall be granted. One (1) day per year shall be granted in the event of the death of an employee's relative, who is not part of the employee's immediate household, or close friend. Additional bereavement leave may be approved by the Superintendent.

F. Court Appearance

Time necessary for appearance in any legal proceedings connected with a person's employment or with the school system when required by the Board of Education.

ARTICLE IX
SABBATICAL LEAVE

A. Qualifications

A sabbatical leave may be granted to a supervisor for Board approved study that advances professional qualifications and/or capability to contribute to the educational system, or other objective that the Board may deem appropriate. The candidate will have completed at least seven (7) full school years of service in the District, the last three of which must have been consecutive. No individual will be granted more than one sabbatical leave within a seven (7) year period. No candidate shall be considered for a sabbatical leave that has, during the year when the sabbatical application is made, had a salary increment withheld or is the subject of pending litigation regarding work performance.

B. Application Procedures

Requests for sabbatical leaves must be received by the Principal in approved written form no later than December 1 and forwarded to the Superintendent; action must be taken no later than March 15 of the school year prior to the school year for which the leave is requested. The request should outline in detail the supervisor's proposed educational plan, specifying the number of credits to be completed and major field of study. All applications must be sent to the Superintendent on the appropriate form, titled, "Application for Sabbatical Leave," available in the District Office.

C. Criteria for Selection

Each year, following receipt of applications, an ad hoc Sabbatical Review Committee shall be organized composed of six members including the following:

- Superintendent (or representative)
- 2 Board Members (designated by Board President)
- Association President (or representative)
- 2 Association Members (designated by the Association's President)

All applications will be reviewed by members of the Sabbatical Review Committee to evaluate the validity of each request and accept or reject by a 2/3 vote of those present. The Sabbatical Review Committee may require formal interviews when necessary.

Any applicant must be awarded at least five points on the sabbatical rating scale to qualify for consideration.

Applicants shall be notified by the Superintendent of their point/seniority ranking as awarded by the Sabbatical Review Committee.

All applicants will be notified of the outcome of their application immediately following the March 15 deadline of the year prior to the school year for which the sabbatical leaves are requested.

The following rating scale shall be applied by the Sabbatical Review Committee in measuring each application:

Sabbatical Rating Scale	Academic work	Points In-Field
1.1.1	12 credits (full academic load)	5
1.1.2	9 credits	4
1.1.3	6 credits	3
Preparation of materials or projects which will benefit the district		5
Work in an in-field vocational pursuit for which there is no remuneration or in-field performance in the fine arts		5
Travel for direct subject or district benefit		5
TOTAL		_____

When the number of candidates with a total of five (5) or more points on this scale exceeds the number of sabbaticals permitted, the following criteria shall be applied:

Seniority: All things being equal, awards will be made on a seniority basis based upon full semesters of service in this district, calculated from original employment, or in the case of a previous recipient, from the end of a

previous sabbatical. Candidates with equal seniority will be ranked by total points on the Sabbatical Rating Scale.

D. Summer Study Grants:

Supervisors approved for summer study grants prior to June 30, 2009 may complete them. No new summer study grants will be awarded.

E. Number of Leaves

One leave per year will be granted to a supervisor who meets the qualifications and who is approved by the Board of Education.

F. Salary and Benefits

An employee on leave shall be paid one-half (1/2) salary for a full year leave.

From this compensation shall be made the regular deductions for TPAF and other deductions required by law or at the request of the supervisor.

During a sabbatical leave year, supervisors shall accrue sick leave and personal days proportional to the portion of the school year actually worked, i.e., one semester sabbatical equals ½ sick and personal days accrued.

G. Conditions - Acceptance

Grantees will agree in writing:

1. That they will not accept employment outside the District during the period of their leave, except where approved by the Superintendent.
2. That sabbatical leaves shall include a three (3) year return service obligation. There shall be an exception for termination by the Board or disability termination. This provision shall apply to all grantees, including those on sabbatical leave at the time of adoption of this Agreement.
3. That they will, within three months of their return to normal duties, submit a written report to the Board of activities undertaken and accomplished during the leave, and
4. That in the event of termination of employment they will relinquish the leave on the date of termination.

Grantees further agree that if the above stipulations are not complied with and/or the purpose of the leave is not fulfilled, they will repay all salary monies received during the leave.

Non-use of Sabbatical

In any year when no full year sabbaticals are awarded, the Board shall place in a separate account the amount of money normally budgeted for a substitute teacher during a sabbatical and shall make that additional money available for Supervisors to attend state and national conferences in their subject field as approved by their Principal and Superintendent.

ARTICLE X
WORK YEAR

A. Days Required

Supervisors shall be required to work all days in the teacher work year. Supervisors will not be required to work on days during the teacher work year when school is not in session, but will be required to work a maximum of (4) four additional days at the beginning or end of a school year as agreed upon and notified by January 1st with the building principal(s) or superintendent

B. Summer Curriculum Work

After consultation with the supervisor regarding the need for summer curriculum development and assignment of personnel to specific curricular tasks, the building principal may require a maximum of thirty (30) hours of departmental curriculum work. Supervisors will not be required to write curriculum in an area in which they do not have expertise. The supervisor is to be notified in writing by June 1 of the same year if summer curriculum development is needed.

C. Ten Month Supervisors

Ten (10) month employees who, at the request of the building Principal, perform duties during the summer vacation months shall after five (5) hours work, all remaining hours will be compensated at the rate of 1/200th of the current salary per every six (6) hours of work. Work to be compensated in increments less than six (6) hours will be prorated at the hourly rate as calculated (1/200th of the annual salary divided by six (6) hours to calculate the hourly rate.

When the Principal requests a supervisor for summer work, reimbursement for use of personal car for school business, with prior Board approval, shall be in accordance with Board policy.

ARTICLE XI
VACANCIES AND PROMOTIONS

A. Notice

All vacant positions for which the Board intends to appoint a replacement shall be posted in the following manner, after consultation with the Association President. The final recommendation regarding vacancies and positions rests with the superintendent.

1. Notification shall be posted for ten (10) days on three (3) mutually agreeable bulletin boards at both North Hunterdon and Voorhees.

2. On such notifications the name of the vacant position shall be in bold letters.

3. Employees will have ten (10) calendar days to apply for the position from the day of posting.

B. Promotions

When a promotional vacancy is being filled, all in-house qualified supervisory applicants will be given an interview.

C. Promotions From Within

In filling promotional vacancies to open positions, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, for all applicants from within the district.

ARTICLE XII
SCHOOL CALENDAR

Representatives of this Association shall be afforded the opportunity to submit recommendations on the formulation of the school calendar prior to its being adopted by the Board. Decisions of the Board shall be final and binding.

ARTICLE XIII
TRANSFER OF PERSONNEL

- A. Supervisors who desire a change in an assignment may file a written statement of such desire with the Superintendent no later than April 1.
- B. The Superintendent shall acknowledge receipt of the request, and schedule an interview with the requestor.
- C. The Superintendent shall inform the transfer candidate of the final decision in writing within sixty (60) calendar days.

ARTICLE XIV
PROFESSIONAL DEVELOPMENT

A. Upon appointment by the Board to a supervisory position, supervisors shall be eligible to apply for and receive reimbursement for graduate courses taken in the following school year.

B. Reimbursement

1. The Board shall reimburse members of the Association for all tuition, for college and university courses approved by the Superintendent upon recommendation of the Principal. Approved courses must relate to the teaching subject, to supervisory and/or administrative responsibilities, or to areas closely allied to the supervisor's teaching field or other responsibilities.

2. Reimbursement shall be for tuition no greater than the Rutgers rate and shall not be obtained from more than one source.

3. Reimbursement shall follow within sixty (60) days of submission of a grade report and a cancelled check or receipt indicating payment of tuition.

C. Specific Requirements

1. Courses may be taken for enrichment and/or professional development.

2. Attendance must be in person at an accredited college or university. Enrollment must be in an accredited college or university. (No mail order courses are allowed).

3. Prior to the supervisor's registration, courses must be approved by the Principal and the Superintendent.

4. Notification of intention to take courses during the following school year must be submitted to the principal on an official request form by November 1st.

5. Graduate study credits are limited to twelve (12) per fiscal year for actively employed personnel.

D. Proof of Courses Taken

Grade slips indicating a grade of "B" or better, or "Pass" in a Pass/Fail course shall be considered as proof of having satisfactorily taken a course or courses.

ARTICLE XV
HEALTH AND DENTAL INSURANCE

- A. The Board shall provide each full time employee defined in Article I with single, parent/child(ren), employee and spouse, or family medical insurance with coverage similar to the School Employees Health Benefits Program (SEHBP).
- B. The Board shall provide each full time employee defined in Article I with single, parent/child(ren), employee and spouse, or family Prescription Drug coverage with copays of \$5 Generic/\$10 Brand Name retail copay and \$10 Generic/\$20 Brand Name Mail Order copay.
- C. The Board will pay one hundred (100) percent of the cost of employee coverage and ninety (90) percent of the cost of dependent medical/RX coverage. Employees may elect to waive dependent coverage.
- D. IRS Code Section 125 accounts shall be made available for the contributory portion of dependent coverage, so that such contributions are "pre-tax". The Board also agrees to offer Flexible Spending Accounts under (FSA), IRS Code Section 125. The maximum contribution shall be \$400 per month for the ten month period of September through June.
- E. The Board shall provide each full-time employee with family dental insurance as described below:

Calendar Year Maximum	\$1,250.00
Deductible	\$25/\$50
Payment Basis	UCR
Preventive Service Co. Insurance	100%
Basic Service Co. Insurance	100%
Major Service Co. Insurance	50%
Orthodontic Benefit (50%) (Lifetime Maximum)	1,000.00
Dependent Children covered to the end of the calendar year in which they attain age 23.	

- F. New hires shall be advised of their benefit options prior to being employed. After they have been employed, each new employee will sign off on their health insurance coverage choice. All employees will be given the option of changing health care coverage during any open enrollment period.

ARTICLE XVI
LEGAL ASSISTANCE

The Board shall give full support as required by Title 18A, including legal and other assistance for supervisors while acting in the discharge of their duties.

ARTICLE XVII
DEDUCTIONS

Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its supervisors dues for the New Jersey Principals and Supervisors' Association and for the North Hunterdon-Voorhees Regional Supervisors' Association as said supervisor individually and voluntarily authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15.9(e)), as amended, and under the rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association.

2. The Association shall certify to the Board in writing the current rate of membership dues.

3. Any supervisor may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the Association.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

A. Use of Automobiles

Supervisors will be reimbursed for the use of their automobile for job related travel in accordance with Board policy.

B. Reimbursement for Unused Sick Days

1. Any employee who has worked at least fifteen (15) full years in the North Hunterdon-Voorhees Regional High School District shall, upon retirement, be reimbursed for accumulated but unused sick days. The calculation shall be one day's pay for each two unused sick days, calculated from the employee's average salary paid in the final three (3) years of employment.

Payment for accumulated sick leave at retirement shall be a non-elective employer contribution to the Board's Section 403 (b) retirement plan. Monies will be contributed to the plan by the Board on behalf of each eligible employee in five equal installments, one in each of the five years following the employee's retirement, each in an amount up to the maximum allowed by law. Funds will be held by the Board until such time as each annual contribution becomes due, and employees shall have no right to or interest in such funds until payment is due. In the event of an employee's death before the date on which the last contribution on his or her behalf becomes due, no further contributions shall be made on the employee's behalf pursuant to this provision. No payment shall be made pursuant to this provision to any employee's estate or beneficiaries under a will.

2. This benefit shall be suspended for any employee for whom charges have been forwarded to the Commissioner of Education for a hearing, and forfeited if such charges are upheld.

3. The maximum benefit under this plan shall be \$30,000, or the individual's entitlement as of June 30, 2001 if that entitlement is higher than \$30,000.

C. Severance Benefit

1. A supervisor with at least ten (10) years employment in the District will be provided a severance benefit of one week's salary for each year of employment in the District. Payment shall be based on the annual salary earned during the last full school year prior to retirement and shall be made under the following conditions:

- a. 100% of the payment specified above if the Supervisor retires at any time prior to the start of the school year during which he/she reaches his/her fifty-ninth and half (59 ½) or older birthday.
- b. A Supervisor not taking advantage of the opportunity in the previous sentence, may receive 80% of the payment if he/she elects to retire prior to the start of the school year in which he/she achieves age fifty-eight (58) and fifty-nine (59).
- c. A Supervisor not taking advantage of either one of the previous two opportunities will receive 60% of the payment if he/she retires prior to the start of the school year in which he/she achieves the age of fifty-six and fifty-seven (56 & 57).
- d. Supervisors who are employed in the District prior to July 1, 1991, and who have experience in other districts will be credited, for purposes of severance incentive, with a maximum of ten (10) years' experience in public elementary and secondary schools in other school districts.
- e. Severance payment shall be made in five equal payments for five years following the Supervisor's retirement
- f. Retiree will complete (work) the entire school year.
- g. This severance benefit provision will only apply to those Supervisor's employed as of June 30, 2000, and will include those staff members promoted to supervisory positions prior to June 30, 2000.

h. School year, for the purposes of this section, Article XVIII, D, shall be defined as being from September 1 to August 31 of the subsequent year.

ARTICLE XIX
SEPARABILITY AND SAVINGS

If any provisions of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX
MANAGEMENT RIGHTS CLAUSE

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to take whatever action may be necessary to carry out the mission of the school district in situations of emergency; and (g) to establish and approve curriculum and to expect supervisors to implement the approved curriculum.

ARTICLE XXI
PERSONNEL EMPLOYMENT

A. All Supervisors, tenured and non-tenured, must be notified of their contract and salary status for the ensuing year by May 15th.

B. Every effort shall be made to notify supervisors of their teaching assignments no later than May 30th of the preceding school year. In the event of an emergency, a thirty (30) day grace period will be allowed. If any change in a supervisor's assignment is made after the above time limits, the supervisor shall be notified immediately.

C. Supervisors shall not be required to make collections for outside vendors of pictures, insurance, and so forth.

ARTICLE XXII
PERSONAL AND ACADEMIC FREEDOM

A. The personal life of a supervisor is not an appropriate concern or attention of the Board except as it may directly prevent the supervisor from properly performing assigned professional functions.

B. Supervisors shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such person, providing said activities do not violate any local, state or federal law.

C. The Board recognizes that academic freedom is essential to the fulfillment of the purposes of the North Hunterdon-Voorhees Regional High School District, and acknowledges the fundamental need to protect supervisors from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

D. Any materials regarding a supervisor from any source including administration, parents, students or other persons that are used in any manner in evaluating the professional competency of a supervisor shall be promptly investigated and called to the attention of the supervisor in writing, prior to filing in said supervisor's file. This material shall be signed by the supervisor who shall then receive a duplicate copy. Any material that the supervisor sees and refuses to sign will be signed by the president of the Association and placed in the supervisor's personnel file.

The supervisor shall have the opportunity to respond in writing to and/or rebut such material and such response shall be placed in his file.

ARTICLE XXIII
SALARIES

A. Experience

1. In determining the step (vertical position) on which a newly hired supervisor will be placed, the Superintendent shall evaluate experience gained in any other school system or in the fields of work closely related to the prospective assignment and may make appropriate recommendations to the Board.

2. Following a Supervisor's initial placement on Schedule A, each step shall be defined as one calendar year of experience. No year shall be counted as a step on the salary guide unless at least five (5) months of the academic calendar year has been served. In no case shall any partial step be added to the total experience unless appropriately served and evaluated.

B. Military Experience

Credit for military service will be recognized in accordance with law.

C. Schedule A Definition

The annual contract salary herein provided is full remuneration for all services rendered and required to be rendered except for the stipends provided in Schedule A.

D. Qualifications for placement in column on Schedule A shall be:

1. Credentials -

a. Educational Department Supervisor - 10-month

1) A teaching certificate in the teaching subject supervised.

2) A Master's degree in the teaching subject supervised, such degree from an accredited college or university.

3) A supervisory certificate

b. Supervisor - Guidance and Special Education - 11-month

Supervisors as described in Article I must have:

1) A supervisory certificate.

2) A Master's degree from an accredited college or university.

3) A teaching certificate.

2. Step Placement

a) Department Organization/Administrative Staffing

The Board retains its prerogative to exercise its management rights to change the organization of departmental supervision and administrative staffing patterns.

E. Supervisory Time

1. Relief from assignments

All supervisors shall be relieved of all student supervisory assignments not related to the teaching assignment except homeroom and/or in cases of emergency or imminent threat of major disruption.

2. Required attendance at meetings

Supervisors may be requested and will attend department specific parent evening meetings in addition to the regularly scheduled programs involving the entire teaching staff.

3. Attendance at graduation

Supervisors will be in attendance at graduation.

Supervisors shall have time released from classroom teaching duties according to the following schedules:

4. Time released from classroom teaching assignments for the 2009-2010 school year

Department and Teaching Staff (FTE) (excluding chairperson)	Release Time From Classroom Teaching
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For the 2009-2010 school year

Number of Supervisees	Number of classes Released
1 - 8	1
9 - 13	2
14 - 19	3
20 or more	4

5. Classroom teaching assignments beginning with the 2010-2011 school year

Beginning with the 2010-2011 school year:

Number of Supervisees	Teaching Sections	Supervisory days (per year)
Up to 8	5	10
9 - 11	4	5
12 - 15	3	3
16 - 19	2	3
20 or more	1	3

6. Supervisory days

Supervisors may request, and principals in their discretion may grant, supervisory days to attend to non-instructional supervisory duties, up to the number of days indicated above but not more than two days per Supervisor in one month. A substitute will be hired to cover the Supervisor's classroom obligations on any approved supervisory day.

Teaching sections are based on the existing classroom period schedule as of the 2010-1011 school year.

ADDITIONAL CONSIDERATIONS

*Fractions of department members will be added together and rounded up to count as one for .5 or above.

*At the discretion of the Superintendent, after consultation with the Supervisors' Association, additional release time may be given for: travel, large numbers of non-tenure staff, and other circumstances as deemed necessary.

F. Special Fields

In employing and retaining persons in the various special areas in which shortages exist, the Board of Education reserves the right to make additional salary increments over and beyond the salary agreement, as the individual cases merit such adjustment.

G. Paydays

1. Paydays will normally be on the 15th and 30th of each month including summer employment.

2. Employees may individually elect to have ten (10%) percent of their monthly salary deducted from their pay. These funds shall be paid to the person on the final payday in June or in two equal payments on July 15th and August 15th as the employee elects.

3. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.

4. Employees shall receive their final checks on the last working day in June upon completion of their duties.

ARTICLE XXIV
DURATION

This Agreement shall be effective as of July 1, 2009, and shall continue in effect until June 30, 2012, 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 understood that it shall expire on the date indicated.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective secretaries on the date indicated.

NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL SUPERVISORS' ASSOCIATION

By: [Signature] President Date: 4/13/2010
Attested: [Signature] Secretary Date: 4/13/2010

NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL BOARD OF EDUCATION

By: [Signature] President Date: 4/13/10
Attested: [Signature] Secretary Date: 4/13/10

SCHEDULE A

Salary Guides for 2009-2012							
10 month				11 month			
Step	09-10	10-11	11-12	Step	09-10	10-11	11-12
1	\$83,000	\$83,830	\$85,000	1	\$91,300	\$92,213	\$93,500
2	\$84,500	\$85,345	\$87,000	2	\$92,950	\$93,880	\$95,700
3	\$87,000	\$87,500	\$89,000	3	\$95,700	\$96,250	\$97,900
4	\$91,000	\$91,000	\$92,000	4	\$100,100	\$100,100	\$101,200
5	\$94,000	\$94,000	\$94,000	5	\$103,400	\$103,400	\$103,400
6	\$97,000	\$98,000	\$98,000	6	\$106,700	\$107,800	\$107,800
7	\$99,000	\$100,500	\$100,500	7	\$108,900	\$110,550	\$110,550
8	\$101,000	\$102,000	\$103,000	8	\$111,100	\$112,200	\$113,300
9	\$103,000	\$104,500	\$106,000	9	\$113,300	\$114,950	\$116,600
10	\$105,000	\$106,000	\$108,500	10	\$115,500	\$116,600	\$119,350
11	\$108,000	\$108,500	\$113,000	11	\$118,800	\$119,350	\$124,300
12	\$117,000	\$117,000	\$117,000	12	\$128,700	\$128,700	\$128,700

Longevity Stipend				
	10 Month		11 Month	
2009-10	1	\$1,750	1	\$1,925
2010-11	2	\$1,750	2	\$1,925
2011-12	3	\$1,500	3	\$1,650

Longevity Stipend is **PENSIONABLE SALARY** added to the annual salary at Step 12. This stipend remains part of salary **PERMANENTLY**. Each year longevity stipend is added to Step 12 and the previous longevity stipend.

Samples

A supervisor on step 12 in the 2008-2009 school year would receive the following **PENSIONABLE** compensation
 2009-2010 school year \$117,000 + \$1,750 = \$118,750
 2010-2011 salary would be \$117,000 + \$1,750 + \$1,750 = \$120,500.
 2011-2012 year Salary would be \$117,000 + \$1,750 + \$1,750 + \$1,500 = \$122,000.

A supervisor that moves to Step 12 in the 2009-2010 school year would receive longevity stipends in 2010-2011 (\$1,750) and 2011-2012 (\$1,500).

A supervisor that moves to step 12 in 2010-2011 would receive a longevity stipend in 2011-2012 (\$1,500).

11 month supervisor stipend is a 10 month stipend x 1.1

Any supervisor issued an eleven (11) month contract shall work 21 working days beyond the school calendar.

Pursuant to a telephone conversation with the Division of Pension, the longevity is designated as a payment, not a stipend.

