

# **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, 1994 to June 30, 1997



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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 department chairpersons, Supervisor of Foreign Language, Supervisor of Physical Education and the Director of Guidance, 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 "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:

1. A summary of the nature of the grievance;
2. Contract article(s), board policy(ies) or administrative decisions(s) allegedly being misinterpreted, misapplied or violated;
3. Remedy being sought; and
4. 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, 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 employees' 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) The costs of arbitration including, but not limited to, per diem, travel expenses, subsistence, and the costs for the hearing area, shall be borne equally and jointly by the Board and the Association. Expenses incidental to, but not directly a part of the arbitration process, shall not be the responsibility of the Board or the Association, singularly or jointly.

d) 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 nontenured 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 NJSPRA, 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, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable 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 nontenured 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. 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. Further, the supervisor shall receive a copy of each evaluation.

2. Rights of Supervisor to Respond

A conference shall be arranged between the evaluator and the supervisor within five (5) days after receipt of the written evaluation by the administrator. At such time, the supervisor is entitled to respond to 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.

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

2) 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:

- a) A disability leave for which accumulated sick leave may be utilized or:
  - b) A disability leave for which accumulated sick leave may be utilized followed by an unpaid childcare leave as described below or:
  - c) 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.
  - d) Take no leave of absence.
- b. 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.
- c. 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 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.

- d. 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.
- e. 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 reimburse 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 days at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or other member of the immediate household shall be granted. 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 who 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.

In the event of a granted sabbatical or summer study not being accepted or used, for whatever reason, the unused sabbatical shall be granted to the next highest ranking qualified applicant.

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.

D. Request for Summer Study Grants:

Request for Summer Study Grants shall be submitted in the same manner as for a semester or year's sabbatical.

A summer Study Grant may be awarded to a teaching staff member under the same qualifications as established for semester or year's leave sabbaticals. The decision to take a Summer Study Grant in lieu of a semester or year's leave shall be at the absolute discretion of the professional staff member; but the professional staff member shall indicate at the time of application preference for a sabbatical leave or a Summer Study Grant. In no case will a Supervisor receiving funding from another organization, such as the National Science Foundation, be eligible for a summer grant.

Any professional staff member awarded a Summer Study Grant shall be eligible for a single second award of a Summer Study Grant beginning in the summer immediately following receipt of the first Summer Study Grant. A second summer study grant must continue the program begun in the previous grant. If a second summer study grant is not awarded or taken following a Supervisor's first summer study grant, the Supervisor shall remain eligible for a second grant for a period of five summers thereafter or until a second grant is awarded and taken during that five year period. A recipient of a Summer Study Grant shall not be eligible again for a sabbatical leave until the completion of seven years of employment in the school district following the completion of the first Summer Study Grant.

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

		Points
		<u>In-Field</u>
<u>Sabbatical Rating Scale</u>		
Academic work.		
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		<hr/>

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.

Applicants for summer study taking six academic credits in the summer will be awarded five points.

Criteria for Selection - Summer Study

Summer Study Grants shall be awarded in the same manner as semester and year-long sabbaticals and shall be based upon the same criteria including leaves for projects and travel.

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.

Number of Leaves - Summer Study

The following formula shall apply:

Summer Study Grants, not to exceed six weeks each, shall be given in lieu of a semester or a year's sabbatical according to the following equation: One week of Summer Study equals 1/18 of a sabbatical leave.

If the number of Summer Study Grants do not total eighteen weeks in a single year, the number of sabbaticals as shown in Article IX, Section B, shall remain unchanged for that year and the fractional portion represented by Summer Study Grants shall be applied against each succeeding year's quota (until the number of Summer Study Grants awarded equals eighteen weeks.)

If, by seniority, a sabbatical is awarded to a supervisor for a half or a full year sabbatical, and if there is a supervisor less senior seeking a summer sabbatical, the Sabbatical Review Committee may recommend to the Board, based upon the merits of the summer sabbatical application, the awarding of a summer sabbatical in addition to the awarding of a half year or a full year sabbatical to a more senior member.

F. Salary and Benefits

An employee on leave shall be paid one-half (1/2) salary for a full year leave or full salary for one-half (1/2) 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 1/2 sick and personal days accrued.

Salary and Benefits -- Summer Study

An employee awarded a Summer Study Grant shall be paid 5/200th per week or major fraction thereof to a maximum of 6 weeks. Weekly rate shall be based on Schedule A during the ensuing salary year.

From this compensation shall be made the regular deductions as required by law or at the request of the Supervisors. No additional sick days, personal days, or vacation days shall accrue to an employee on Summer Study. All weeks for pay computation purposes shall begin on Monday and shall end on Friday. Awardees attending a college or university shall be paid according to the school calendar for the summer session.

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 unless terminated, they will return to employment within the District for at least one year,
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. Summer Study Grantees must agree in writing to the same conditions as outlined for awardees of semester and year leave sabbaticals.



#### Non-use of Sabbatical

In any year when no full year or half-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.

#### Additional Summer Study Grant

In each year that Summer Study Grants equal eighteen weeks, the Board shall award an additional six weeks Summer Study Grant. In selecting an additional award recipient, the Board shall take into consideration the recommendation of the Sabbatical Review Committee. The Committee, after reviewing all unsuccessful applicants for sabbaticals or Summer Study Grants, shall make a recommendation to the Board. The Board, however, retains absolute discretion in making the final selection, if any. Any recipient for an additional summer study grant must meet the same criteria, with the exception of seniority, as an applicant for a regular sabbatical.

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.

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 decision 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 inhouse 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. Supervisors currently employed in the district will be given preference over candidates from outside the district when all other factors are equal.

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 for courses, once a supervisor has reached MA + 30, will be only for courses directly related to the supervisor's daily responsibilities. Course work taken in pursuit of an advanced certificate or degree will not be reimbursed.
3. Reimbursement shall be for tuition only at the Rutgers rate and shall not be obtained from more than one source.
4. 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. (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 six (6) per high school semester for actively employed personnel.

D. Proof of Taking Courses

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.

E. District-Offered In-Service Courses

Professional staff members successfully completing those in-service courses or programs that have been designated by the Superintendent shall receive district credits that may be used for advancement on Schedule "A" of this contract. The credit value of the course and requirements for successful completion shall be distributed before the course begins.

ARTICLE XV-A  
HEALTH INSURANCE

The Board shall provide each full-time supervisor defined in Article I with single or family plan medical insurance providing coverage similar to New Jersey Blue Cross/Blue Shield with Rider J and including the 120 day program. The Board shall also provide for single or family major medical coverage. The Board will pay one hundred (100) percent of the cost of employee coverage and ninety (90) percent of cost of the cost of dependent coverage. Employees may elect to waive dependent coverage.

The particular plan and carrier shall be agreed upon in writing between the Board and the Association at least ninety (90) days prior to the first effective date of the agreement, and that agreement shall be attached hereto.

The following provisions will be incorporated into the health insurance policy:

Mandatory Second Surgical Opinion

Hospital Pre-certification

Increase in the major medical co-insurance factor from 80% of \$2000 to 80% of \$5000.

IRS Code Section 125 may permit the contributory portion of dependent coverage to be treated on a "before-tax" basis. The Board, through its attorneys, will endeavor to take such actions as are necessary to qualify for this tax treatment.



ARTICLE XV-B  
DENTAL INSURANCE

A. The Board shall provide each full-time supervisor with family dental insurance as described below:

Calendar Year Maximum	\$1,250.00
Deductible	00.00
Payment Basis	UCR
Preventive Services Co Insurance	100%
Basic Services Co Insurance	100%
Major Services Co Insurance	50%
Orthodontic Benefit (50%)	
Lifetime Maximum	1,000.00

B. The maximum cost to the Board shall be \$400.00 for family coverage and \$150.00 for individual coverage.

C. The particular carrier shall be agreed upon in writing between the Board and the Association at least ninety (90) days prior to the first effective date of the Agreement, and that Agreement shall be attached hereto.

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 based on the rate established by the IRS. In no case will second trips from home be reimbursed.

B. Reimbursement for Unused Sick Days

Any employee who has worked at least fifteen (15) full years in the North Hunterdon-Voorhees Regional High School District shall, upon retirement or resignation, be reimbursed for all accumulated but unused sick days. The rate of payment shall be one (1) day's pay for each two (2) unused sick days, calculated from the average salary paid during the final three (3) years of employment. The reimbursement shall be paid to the former employee or his designated beneficiary in five (5) equal installments payable on or about September 1 of each of the five (5) school years following his retirement or resignation.

C. Alternative Plan for Reimbursement of Unused Sick Days

Employees may, in lieu of payment for unused sick days as shown in the previous paragraphs, elect to receive \$1000 at the end of any school year in which they have perfect attendance, defined as no days absent for illness and use of only one personal day.

In no case, may any employee receive the \$1000 for perfect attendance and have the unused sick days for that work credited to his/her account for payment of unused sick days upon retirement. For all employees receiving the \$1000 for perfect attendance, there shall be two accounts kept of unused sick days: one account shall reflect all unused sick days; the second account shall reflect unused sick days to be calculated for payout at retirement.

D. Severance incentive

A supervisor with at least ten (10) years employment in the District will be provided a severance incentive of one week's salary for each year of employment in the District if the Supervisor retires prior to age fifty-nine and one-half (59½). 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-sixth (56) birthday.
- b. A Supervisor not taking advantage of the opportunity in the previous sentence, may receive 75% 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).
- c. A Supervisor not taking advantage of either one of the previous two opportunities will receive 50% of the payment if he/she retires prior to the start of the school year in which he/she achieves the age of fifty-nine and one-half (59½).
- 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 either in a single payment or in five equal payments for five years following the Supervisor's retirement -- the choice of payment to be irrevocably made by the Supervisor upon his/her retirement.

- f. 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.

E. Physical Examinations

Each Supervisor shall be entitled to a physical evaluation, paid for by the Board of Education, every other year. The Board shall pay to the physician (M.D.) licensed to practice medicine in New Jersey or Pennsylvania a maximum of \$700 during each three year period.

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 follow 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 April 30th.

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 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. In determining the step (vertical position) on which a newly hired supervisor will be placed, full credit may be given for the first ten (10) years of successful experience in other school systems.

3. 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 Schedules B, and C.

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

1. Credentials --

a. Department Chair

- 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

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. 1990-91

1) 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 in

cases of emergency or imminent threat of major disruption.

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

Department and Teaching Staff (FTE) (excluding chairperson)	Release Time From Classroom Teaching
1-4	0
5	.5
6-9	1
10 or more	2

2. Additional considerations

- a. Full Time Equivalent (FTE) - a fractional Department member shall be counted in the Department according to the fractional load that he teaches in that Department. This is both past practice and current practice.
- b. Figuring fractions - To determine the size of departments, fractions will be rounded up for .5 or more members, rounded down for less than .5 members.

3. Release Time

In the fall of 1994, a series of meetings will take place between representatives of the Board of Education and the Supervisors' Association to formulate a plan for increased release time for supervisors.

This provision does not automatically guarantee that these meetings will result in increased release time for all supervisors.

These changes, if any, will take place in the 1994-95 school year.

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, 1994, and shall continue in effect until June 30, 1997, 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 indicate.

Supervisor's salary guide and compensation schedules:

Schedule A - Salary Guide

Schedule B - Compensation for supervisors issued an eleven (11) month contract

Schedule C - Compensation for summer work

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: Tom Palmer President Date: 1 June 1994  
Attested: Jean D'Addario Secretary

NORTH HUNTERDON-VOORHEES REGIONAL HIGH SCHOOL BOARD OF EDUCATION

By: Mr. J. M. [Signature] President Date: 6/16/94  
Attested: Dennis R. [Signature] Secretary





Agreement negotiated by:

For the Board

For the Association

Richard Allen

Tom Palma

Richard Brenner

Ray Levandowski

Dr. Joseph M. Appel

Roger Shutack

SCHEDULE A

<u>Step</u>	<u>1994-95</u>	<u>Step</u>	<u>1995-96</u>	<u>Step</u>	<u>1996-97</u>
1.	56,740	1.	58,500	1.	60,400
2.	57,940	2.	59,750	2.	61,600
3.	59,640	3.	60,950	3.	62,800
4.	62,140	4.	62,650	4.	64,000
5.	65,140	5.	65,140	5.	65,700
6.	67,630	6.	68,140	6.	68,200
7.	70,130	7.	70,640	7.	71,200
8.	71,630	8.	73,130	8.	73,700
9.	74,930	9.	77,830	9.	80,830

APPENDIX A

to

SCHEDULE A

Step Placement 1994-95 School Year

Step

1. Beavers
2. D'Addario
3. Helies, Lockart
4. Gleason, Shanklin
5. Gaunt
6. Salayi, Buro
7. Yates
8. Friend
9. Levandowski, Macko, Falocco  
Hixson, Kelly, Shutack, Tucker  
Palma, Rissmiller, Shaw

STEP PLACEMENT FOR 1995-96 AND 1996-97 SCHOOL YEAR

	<u>1995-96</u>	<u>1996-97</u>
	<u>Step</u>	<u>Step</u>
Beavers	2	3
D'Addario	3	4
Helis	4	5
Lockart	4	5
Gleason	5	6
Shanklin	5	6
Gaunt	6	7
Salay	7	8
Buro	7	8
Yates	8	9
Friend	9	9
Levandowski	9	9
Macko	9	9
Falocco	9	9
Farber	9	9
Hixson	9	9
Kelly	9	9
Shutack	9	9
Tucker	9	9
Palma	9	9
Rissmiller	9	9
Shaw	9	9

SCHEDULE B

Any supervisor issued an eleven (11) month contract shall work 21 working days beyond the school calendar with a salary based on 11/10ths of the appropriate step and column on Schedule A.

## SCHEDULE C

### A. 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.

### B. Ten Month Supervisors

Ten (10) month employees who, at the request of the building Principal, perform duties during the summer vacation months shall accrue compensatory time. This compensatory time shall accrue hour by hour only after a supervisor has performed duties in the school building for five hours. The compensatory rate shall be one hour of compensatory time per each hour worked. Said compensatory time shall be cumulative each summer but shall not be accumulative from year to year; compensatory time must be used during the school year following the summer it was accrued and may be taken only at a time approved by the building Principal.

When the Principal requests a supervisor for summer work, commutation mileage costs at the IRS established rate shall be reimbursed to each supervisor upon presentation of a voucher.

