

PREAMBLE

This agreement, entered into this 1st day of July, 2007, by and between the Board of Education of the North Warren Regional School District (hereinafter called the "Board") and the North Warren Regional Supervisors Association, (hereinafter called the "Association"), represents the complete and final understanding by the parties on all bargainable issues.

ARTICLE I Recognition

A. The Board hereby recognizes the Association for the period of this agreement as the exclusive representative for collective negotiations concerning terms and conditions of employment for all members engaged as a supervisory employee, exclusive of administrative personnel as distinguished by certification and job title (i.e., principal, vice principal). Supervisory personnel will be referenced in the contract as either a 10-month supervisor or a 12-month supervisor. Areas of responsibility will be established and/or assigned by the Administration by August 1st through the distribution of an organizational flow chart to enable proper supervision of staff and implementation of programs for the ensuing academic year. Should an unanticipated change in staff occur during the academic year, the Administration will adjust the areas of responsibility within 30 days.

B. The term "supervisory employee" is hereby defined as meaning an employee having the power to hire, evaluate, discharge, discipline or effectively recommend the same.

ARTICLE II Negotiations Procedures

A. The parties agree to enter into collective negotiations over a successor Agreement in a good faith effort to reach agreement on matters concerning terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, Recognition, of this Agreement. Any Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, and when adopted by appropriate resolution of the Board shall be signed by the Board and the Association. The signature of the Association on the Agreement shall be pursuant to the authorization received from the membership. The Association shall advise the Board, in writing, that the membership has approved the tentative agreement reached between the parties and that the Association is prepared to execute the Agreement.

B. The Board and the Association shall meet by October 1 of the calendar year preceding the calendar year in which the Agreement expires to establish ground rules and to set a date for the mutual exchange of contract proposals.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III Grievance Procedure

A. Definitions

1. The term "grievance" is an appeal of any alleged misinterpretation or misapplication of the terms and conditions of employment incorporated in this Agreement, including administrative policies and decisions, affecting a member or members.

2. A grievance may be filed by a member, the Association at the request of and on behalf of a member or members, or the Board.

3. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

- a. The failure or refusal of the Board to renew a contract of a non-tenure employee.
- b. In matters where a method of review is prescribed by law, or any rule, regulation, or by-law of the State Commissioner of Education or the State Board of Education.
- c. In matters involving the sole and unlimited discretion of the Board.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, resolution of alleged violations which may arise from time to time affecting terms and conditions of employment under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the grievance procedure.

2. Nothing herein contained shall be construed as limiting the right of any member having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance adjusted without the intervention of the Association, provided that the Association has been given notice of such adjustment.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every reasonable effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, a mutual effort will be made to reduce the time limits set forth herein so that the grievance may be exhausted prior to year end or as soon thereafter as is practical.

2. Level One

An aggrieved member shall institute action under the provisions hereof by first discussing the grievance with the Principal or immediate superior within ten (10) work days of the occurrence of the grievance, in an attempt to resolve the matter informally. Failure to discuss the grievance within said ten (10) day period, shall be deemed to constitute an abandonment of grievance.

3. Level Two

If the aggrieved person is not satisfied with the disposition of their grievance at Level One, or if no decision has been rendered within five (5) work days after presentation of the grievance, he/she may within five (5) work days, file the grievance in its entirety, in writing, to their Principal. The scope of the grievance may not be enlarged after this point. Failure to submit written grievance within said five (5) day period shall be deemed to constitute an abandonment of grievance. The Principal shall communicate the decision to the member in writing, with reasons, within five (5) work days of receipt of the written grievance.

4. Level Three

The member, no later than five (5) work days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. Failure to submit an appeal within

said five (5) work day period shall be deemed to constitute an abandonment of grievance. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal, as specified above, including all the reasons for his continued dissatisfaction. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The Superintendent shall communicate his decision in writing with reasons to the employee and the Principal.

5. Level Four

If the grievance is not resolved to the member's satisfaction, he/she, no later than five (5) work days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing to the Board of Education. Failure to submit the request within said five (5) work day period shall be deemed to constitute an abandonment of grievance. Upon request of the member, the Board shall hold a hearing with the member within thirty (30) calendar days and render a decision in writing with reasons within twenty (20) calendar days after the hearing. A New Jersey P.S.A. representative, as well as persons representing the Board, may be present at above-mentioned hearing.

6. Level Five

- a. If the grievant is not satisfied with the disposition of this grievance a level 4, he/she may, within twenty (20) calendar days after the decision of the Board of Education, with the consent of the Association, submit this matter to arbitration.
- b. Arbitration on this level will be limited to the expressed terms of the contract or other matters that the parties may mutually agree to arbitrate.
- c. Within ten (10) calendar days after receipt of written notice of submission to arbitration, the Board and the Association shall attempt to agree on a mutually acceptable arbitrator from a roster to be submitted from the Public Employees Relations Commission or American Arbitration Association. If the parties are unable to agree upon an arbitrator, a request will be made to the Public Employees Relations Commission to submit a second roster of names. The parties shall then be bound by the rules and procedures of the Public Employees Relations Commission in the selection of an arbitrator.
- d. The arbitrator shall limit himself strictly to the issues submitted to him and shall consider nothing else. He may add nothing to nor subtract anything from, this Agreement between the parties.
- e. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be binding and final.
- f. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the Party incurring same.

7. Miscellaneous

- a. It is understood the members shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- b. Grievances initiated by the Board will be filed with the Executive Board of the Association within ten (10) work days of the occurrence. A conference between representatives of the Board and the Association will be held within fifteen (15) work days after the filing of the grievance.

- c. Failure to initiate the grievance by NWRSA within 10 contractual work days of occurrence shall be deemed to constitute an abandonment of grievance.
- d. Grievance must be submitted in writing and be signed by the individual and include:
 - (1) Date of the incident;
 - (2) Date grievance was initiated;
 - (3) The contract clause alleged to have been violated;
 - (4) Alleged facts;
 - (5) Relief sought.
- e. Grievances not resolved at this conference may be submitted to Binding Arbitration.

ARTICLE IV

Members' Rights and Responsibilities

A. Pursuant to the New Jersey Employer-Employee Relations Act, the Board and the Association hereby agree that every employee of the Board covered by this Agreement shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from doing so.

B. There shall be no discrimination, interference, restraint or coercion by the Board or the Association against any employees covered under this agreement because of their membership or non-membership in the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association or payment of dues during normal school hours, which shall not be deemed to include member's free or lunch periods.

C. Any alleged violations of Article IV A or B may be appealed to P.E.R.C. or to the Commissioner of Education but shall not be subject to arbitration under this Agreement.

D. Upon written request, members shall have the right to examine the contents of their personnel records in the presence of the Superintendent or his designee. Such records may not be removed from the office by the members, or their representatives, but the contents of the records will be copied upon request.

ARTICLE V

Rights and Responsibilities

A. BOARD

1. Except for this Agreement and the New Jersey Public Employer-Employee Relations Act, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. To the management and administrative control of the operation of the District and its properties and facilities and the activities of its employees.
- b. To hire all employees and to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.

- c. To suspend, demote, discharge or take other disciplinary action for good and just cause.
- d. To determine curricula, grade, courses, athletic and recreational programs, methods of instruction and materials used for instruction.
- e. To determine the methods, means and personnel by which District operations are conducted.
- f. To determine the content of job qualifications and duties.
- g. To take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies.

2. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

3. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under National, State, County or Local Laws.

B. ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

1. The Board agrees to furnish the Association, in response to reasonable requests made by the Association from time to time, available public information concerning the North Warren Regional School District which the Association may require in connection with negotiations.

Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and or confidential.

2. Whenever any member mutually scheduled to participate in negotiations or formal grievance proceedings during working hours, the member shall suffer no loss in regular pay.

3. The Association members shall have the right to distribute through the use of members' mailboxes, material dealing with the proper and legitimate business of the Association. The Board and the Administration assume no responsibility for the timely delivery of Association materials.

4. The Association shall have the right, with the permission of the School Superintendent or his designee, to use school equipment on the site at reasonable times when such equipment is not in use. The Association shall provide all materials and supplies incidental to such use. Permission will be granted for the use of all equipment provided a person trained and experienced in the use and operation of such equipment is in attendance. The Association shall be responsible for any damage resulting from the use of any equipment by the Association or its representatives.

5. The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for advising its members of any violation of the provisions of this Agreement when recognized during the life of this Agreement.

6. It is the responsibility of the Association, its members and its representatives, to carry out administrative directives regarding Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available under the terms specified in Article III if it is felt that any such directive or policy is in conflict with the express terms of this Agreement.

7. The Board agrees to provide the Association with written notice of any claim, demand, suit, or other form of liability resulting from the implementation of the provisions of this article. The Association assumes full responsibility for the defense of such claim, demand, suit, or other form of liability with the Association paying all such costs and the Association shall provide the Board with any and all information concerning the status of disposition of such claims as it may request.

ARTICLE VI

Salaries - Methods of Payment

2007 - 2010 Contract Years

A. The salaries of all members covered by this Agreement are set forth in attachments. The pensionable salaries of Supervisors is to be all inclusive of teaching base, credits, longevity and supervisory compensation.

Salary for Supervisory Staff shall be as shown on attachments as outlined below:

Attachment #1 will indicate the supervisors' base salaries. The salaries shall be listed by name, there will be NO salary guides.

Attachment #2 will indicate the supervisors' salary for their educational credits.

Attachment #3 will indicate the supervisors' salary for their educational longevity guide.

Attachment #4 will indicate the supervisors' salary for their supervisory duties.

B. The enrollment period for annuity plans to be limited to a period which will enable a full month's contributions to be withheld under normal payroll procedures.

C. All members will be paid on a bi-weekly basis (26 pays) over a twelve (12) month period.

D. Contractual salary will be issued in a direct deposit process for all new members as of July 1, 2007 and current members enrolled as of said date.

E. Longevity is defined as years of service at North Warren Regional School District. Application of new longevity guide will be applied to each member based on their NWR experience. Should this result in a reduction of stipend from previous guide, employee's previous stipend will be frozen until the application of the current guide equals or exceeds previous.

ARTICLE VII

Non-Professional and Non-Teaching Duties

A member who is required by the Board to drive to activities which take place away from the school building and who has the advance approval of the school Principal shall be compensated at the IRS rate per mile for the use of his/her automobile.

ARTICLE VIII

Insurance Coverage

All Supervisors shall be offered single or family medical coverage depending on the Supervisor's family eligibility status as set forth in this article.

A. Major Medical / Hospitalization

Insurance coverage shall be provided by the Board with a carrier who will provide health coverages equal to or better than the current provider's plan. As of the date of this agreement the current P.P.O. plan is Blue Select/Blue Card provided through Horizon Blue Cross / Blue Shield of New Jersey.

All full time supervisory personnel employed under the terms and conditions of this agreement shall be offered enrollment either in the Point of Service (P.O.S. - H.M.O.) plan or the Preferred Provider Organization (P.P.O.) plan with employee and dependent coverage premiums paid by the Board.

B. Prescription Benefits shall be provided only through the Major Medical portion of the Health Benefits Program.

C. Board will no longer offer duplicate family coverage for married members where the spouse is also employed within the District. As consideration, an \$1000 stipend plus single coverage shall be provided to an individual. The Board shall offer a stipend of \$1875 to any individual who elects not to take coverage through the Board insurance plan.

D. The Delta Dental coverage in existence as of the date of this agreement shall remain in effect or the Board will provide a carrier and plan that is equal to or greater than the Delta Plan.

ARTICLE IX

Sick Leave

A. All supervisor / teacher certificated members shall be entitled to twelve (12) sick leave days each school year. Unused sick leave days shall be accumulated from year to year.

B. Retirement Benefit Program

1. Eligibility: All full-time employees who have accumulated a minimum of forty (40) unused sick/benefit days at the time of retirement from the district and are eligible for pension benefits as defined by Title 10A:6601 et seq "Teacher Pension and Annuity Fund" and "Public Employees Retirement System".

2. Benefit: Each eligible employee shall receive a retirement benefit as follows:
All benefit days accumulated prior to September 1, 1991 and under 200 days will be computed at a rate of 1 benefit day for 3 accumulated days.

All benefit days accumulated prior to September 1, 1991 which are over 200 days will be computed at a rate of 1 benefit day for 2 accumulated days.

All benefit days accumulated after September 1, 1991, prior to June 30, 1996, will be computed at a rate of 1 benefit day for 2 accumulated days.

All benefit days accumulated prior to July 1, 1996, will be valued at 95-96 per diem rates.

All benefit days accumulated after June 30, 1996 shall be indexed on the per diem rate at the

time of accumulation and accrue at a 1:3 ratio (Benefit days to: Total days).

a. Exceptions: No employee shall be entitled to the Retirement Benefit Program upon returning from a leave of absence, other than sick leave, until said employee has completed a minimum of ten (10) months work.

3. Payment Dates: Payment will be made over a minimum of two (2) years. The first payment shall be made after July 1 of the following calendar year in which the eligible employee retires. The minimum two (2) year payment may be waived at the discretion of the Board.

4. Accumulation Date: The effective starting date for accounting accumulated unused sick leave is the date of hire at North Warren Regional.

5. This Article is subject to change by reason of changes in the law, and it is expressly understood will be applied in accordance with the law.

6. Retirement Benefit Days earned prior to June 30, 2004 will be paid at a rate of 1/190, Days earned after July 1, 2004 will be paid at a rate of 1/195 for full time certificated ten month personnel. Retirement Benefit. Retirement Benefit Days will be paid at a rate of 1/220 for full time certificated twelve month personnel as per Article XIX, Section H on page 18 of this agreement.

C. All new members hired under provisions of this contract on or after July 1, 1996, shall be subject to a maximum dollar payout of \$16,500. for accumulated sick leave upon retirement. A supervisory employee previously employed by NWR under a different negotiated agreement under which they earned the benefit of being exempt from any cap shall be excluded from the cap under the provisions of this contract.

D. Members will be permitted to take one-half (½) day sick leave.

ARTICLE X

Days Off and Temporary Leaves of Absence

A. The presence of employees is considered essential to the continuity and success of the educational program for the children. When a member is absent for any reason, the Superintendent or his designee shall be notified in sufficient time to procure a substitute. This notification shall take place prior to the start of employee's work days, except in the event of an en route emergency in which case notice shall be provided as soon as possible.

B. A leave will be allowed, without loss of pay, for five (5) consecutive work days, including the day of the funeral, in the event of death in the member's immediate family*, which includes mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and other members of immediate household. In the case of death of an aunt, uncle, niece or nephew, the member shall suffer no loss of pay for absence on the day of the funeral.

*****NOTE, in the case of a catastrophic event (i.e. simultaneous death of immediate family members), an additional 5 days shall be granted.*****

C. A maximum total of five (5) days per year, without loss of pay, will be allowed for serious illness in the immediate family, provided the member's attendance is essential. The immediate family shall be limited to the member's immediate family*, as listed above. Members will be permitted to take one-half (½) day family illness leave.

D. A leave of absence, without loss of pay, will be granted for time necessary for appearances in any legal proceedings connected with the member's employment or with the school system if the member is required by law to attend.

E. The Board may grant a leave of absence, without pay or benefits, for a full school year upon the recommendation of the Superintendent of Schools.

1. The granting of a full year leave of absence shall be subject to the following conditions:

- a. Employees covered by this Agreement shall be eligible for a leave of absence after four (4) years of employment in the North Warren School District and seven (7) continuous full years of service between subsequent leaves.
- b. Requests for a leave must be received in writing by the Superintendent no later than the end of the school year preceding the school year for which the leave is requested. Action shall be taken by the Board no later than one (1) month following submission of the request.
- c. Application for returning to work shall be made to the Superintendent of Schools in writing by April 1 following commencement of leave.
- d. Upon return, the member shall receive the same salary in effect when the leave commenced with all benefits previously accrued.

F. Personal Days

1. Members will be permitted to take one-half (1/2) day of personal leave.
2. Any unused personal days shall be added to the member's accumulated sick leave provided; however, any fractional unused personal days shall not be so accumulated.
3. Additional time, without pay, may be requested and granted within the sole discretion of the Superintendent.

ARTICLE XI

Leaves of Absence - Maternity/Child Rearing

A. A member who is pregnant shall notify the Superintendent of Schools as to the dates required for this leave.

B. Anticipated request for maternity or child rearing purposes shall be put in writing at least four (4) months prior to anticipated leave. Specific detailed request for the anticipated leave shall be filed with the Superintendent at least six (6) weeks prior to the beginning of said leave. The Superintendent shall respond in writing to the request no later than 30 calendar days from the time the request for the leave is submitted.

Should a life changing event occur after the leave is approved prior to the inception of the leave, a request to cancel said leave may be requested in writing to the Superintendent and granted within the sole discretion of the Superintendent.

C. The effective date of the leave shall be both in the best interest of the school and consistent with the health and welfare of the member. If the requested child rearing leave is to be preceded by a paid

"sick leave" or disability period, the effective date of the unpaid maternity and/or child rearing leave may precede the initial date of the "sick leave" period. The start of any maternity and/or child rearing leave as distinguished from sick leave shall coincide with either the beginning of a marking period or the beginning of a unit of study. The teacher shall assign a grade for that portion of the course completed and shall meet with his/her replacement to facilitate a smooth transition.

D. The leave of absence shall become effective on the last day of formal employment. The leave for a member under tenure may extend for a period of twelve (12) months per event. The leave for a non-tenured member shall not exceed existing employment contract.

E. A non-tenured member's reinstatement after maternity and/or child rearing leave will depend upon the Board's satisfaction with previous effectiveness. The Board is under no obligation to continue the employment of a non-tenure employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The maternity and/or child rearing leave period shall not be counted for tenure purposes.

F. A Professional staff member on maternity and/or child rearing leave shall return to work at the beginning of the marking period following the expiration of the approved leave.

G. Accumulated sick leave as prescribed by law will apply but only to the extent of the sick leave accumulated while employed at North Warren Regional School District. Accumulated sick leave may only be used during periods of actual disability. All other periods during which a member is away from work as a result of child bearing or child rearing shall be deemed unpaid child rearing leave. For the purpose of this article, a member is entitled to a presumption of disability thirty days before and thirty days after the birth of her child.

H Application for returning to work shall be made to the Superintendent of Schools in writing five (5) months prior to the beginning of the marking period in which they plan to return.

I. Upon return at the beginning of a marking period, the member shall resume at the same salary in effect when their leave commenced, with all benefits previously accrued. If the member served six full calendar months, their salary shall be calculated reflecting the advancement on related guides pro-rated accordingly.

J. Return from maternity/child rearing leave shall coincide with the beginning of the marking period following the expiration of the approved maternity / child rearing leave. Return at any other time during the school year shall be at the discretion of the Board.

K. Any tenure member adopting an infant child shall receive similar leave which shall commence upon the member's receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements for the adoption.

ARTICLE XII Maintenance of Operations

A. The Association agrees that its members shall not engage in a strike during the term of this agreement.

ARTICLE XIII Deduction From Salary Annuities

A. The Board agrees to pay the professional association dues to NJPSA and Warren County PSA for all supervisors. (County dues are not to exceed \$30 per member.)

B. In accordance with 18A:66-127 and 18A:66-128, the Board of Education hereby agrees to an authorized payroll deduction to an approved annuity plan. Enrollment period for annuity plans will be limited to the period effective with the first payroll issued in the month of October. The Association will provide the necessary list of participating members and their eligible contributions to the Board during September. Once established it will remain in effect until a notification of change is filed with the Board during the following September.

ARTICLE XIV Miscellaneous

A. The Board and the Association agree that there shall be no discrimination and that all practices, procedures and policies of each party shall clearly exemplify that there is no discrimination in the application or administration of this Agreement on the basis of race, creed, color, religion, age, national origin or sex.

B. Copies of this Agreement shall be reproduced by the Board and the expense involved shall be shared equally by the Board and the Association. Copies shall be distributed by the Association to all members.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified or registered mail, or hand delivery with receipt, at the following addresses:

1. If by the Association to the Board:
Board Secretary
North Warren Regional Board of Education
P.O. Box 410
Blairstown, NJ 07825-0410
2. If by the Board to the Association:
President, North Warren Supervisors Association.
At the address as filed with the Board of Education.

D. The Association shall notify the Board within ten (10) work days after any election or appointment of the names of all of its officers, executive committee, and members of the negotiations committee.

ARTICLE XV Separability and Savings

If any provision 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 provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI
Fully-Bargained Provisions

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 they negotiated or signed this Agreement.

ARTICLE XVII
Duration

This Agreement shall be in full force and effect as of July 1, 2007 and shall continue in effect through June 30, 2010.

This Agreement shall continue in effect from year to year thereafter, unless written notice is received by one party from the other pursuant to the provisions of the Negotiations Procedure set forth herein, and the rules and regulations of the New Jersey Public Employment Relations Commission.

ARTICLE XVIII
Professional Supervisory Staff

A Credit for military service up to a maximum of four (4) years shall be allowed toward placement on the Salary Guide. Each full year, twelve (12) calendar months of military service, shall be recognized as one year of teaching experience. Only military service evidenced by an Honorable Discharge shall be recognized.

B. Tenured supervisors/teachers shall be notified of their contract salary status by April 30 of the year covered by this Agreement. Non-tenured teachers shall be notified of their contract status according to statute time lines.

C. Any 10 month supervisor who is employed and works in the district for six full calendar months of any year shall be granted entitlement for any bargained percentage increase for the following year. Any 12 month supervisor who is employed and works in the district for seven full

calendar months of any year shall be granted entitlement for any bargained percentage increase for the following year.

D. Initial Salary

1. The initial salary of a new NWR employee holding supervisory responsibilities shall be determined by the Superintendent, in accordance with specific guidelines from the Board with respect to salary range, and the new (to the district) employee at the time of employment. The Superintendent shall be cognizant of the experience and base salaries of current supervisory staff when negotiating initial base salary.

2. The initial base salary for a twelve month position for an employee previously employed under the terms and condition of the NWREA majority bargaining unit shall have their previous salary from the base salary guide adjusted by ten (10) percent.

3. The initial salary for a twelve month supervisory position for an employee previously employed under the terms and conditions of this agreement in a ten month supervisory position shall have their previous salary adjusted by ten (10) percent of the total salary.

4. Salary increases, if qualified in accordance with Section C of this Article, shall be granted at the average negotiated percentage for the duration of this agreement. Said percentages are as follows: 2007/2008 = 4.2%; 2008/2009 = 4.2%; 2009/2010 = 4.2%.

ARTICLE XIX

Supervisor's Work Day/Year

A. Supervisors shall devote to their assignments the time necessary to meet their professional responsibilities.

B. The length of a supervisor's work day shall be 8 hours. A flexible start/finish time is permitted, provided both supervisor and an appropriate board designee agree.

C. During the 2007/2008 year and thereafter the work year for supervisors employed on a twelve (12) month basis shall be the business calendar as set for administrative personnel. It is hereby agreed that the transition from this agreement (2004-2007) to the ensuing agreement (2007-2010) will reflect a per diem adjustment for four days on each of the base salaries for the current twelve month supervisory staff.

D. A 10 month supervisor shall teach no more than four classes. Athletic Director's work day may include flex hours. A 12 month supervisor shall have no teaching assignments or pupil management duties such as a student case load. As a last resort the Administration may request a supervisor teach a 5th period. Should a supervisor be assigned or voluntarily accept to teach a 5th period in lieu of a prep period, they will be compensated with a stipend of \$6,000.

E. During the 2001/2002 year and thereafter, the supervisors employed on a 12 month basis shall work the twelve (12) month "business year" calendar. This calendar is to include the winter holiday recess and spring recess, identical to the Administrative Schedule (Superintendent and Principal).

F. The supervisors employed on a 12 month basis shall be granted the following holidays:

New Years Day	Labor Day
President's Day (or long break*)	Thanksgiving Day
Martin Luther King(*)	Day After Thanksgiving
Good Friday	Day Before Christmas
Easter Monday	Christmas Day
Memorial Day	Day After Christmas
July 4 th	

(*only if listed as a school holiday on the official school calendar and school is not in session).

G. The Supervisors employed on a 12 month basis shall be entitled to twenty days vacations. Vacation days will be granted and used in the year earned. All of which shall be available to the Supervisor on July 1 of each year. In the event that a supervisor resigns after taking vacation and prior

to completion of that employment year, then in that event, vacation time shall be deemed to have been earned at the rate of 1.66 days per month worked up to a maximum of 20 per year and the Supervisor shall pay back to the Board any vacation day that has not been so earned. Unused vacation days will not carry over or be accrued.

H. During the term of this contract the per diem rate for Supervisors, when calculated utilizing 195 for ten month personnel and 220 for twelve month personnel

I. If additional hours are requested, they shall be assigned on a per hour basis at \$50.00 per hour. These hours must be mutually agreed upon.

J. Faculty Meetings - Supervisors will be available for all faculty meeting

ARTICLE XX

Teacher Observations by Supervisors

A. Frequency of Formal Observations

1. Tenured teachers shall be formally observed a minimum of once yearly.
2. Non-tenured teachers shall be formally observed a minimum of three (3) times yearly.
3. Formal observations shall be spaced evenly in time, consistent with the availability of administrative personnel.

ARTICLE XXI

Sabbatical Leave

Sabbatical Leave may be granted under the following conditions;

- A. At the sole discretion of the Board, upon the recommendation of the Superintendent.
- B. If financial resources are budgeted and available for such a leave, full or half year.
- C. Should a sabbatical leave be granted, such leave shall be subject to the following:
 1. The employees covered by this Agreement shall be eligible for a sabbatical leave of absence after six (6) years of employment in the North Warren Regional School District and seven (7) continuous full years of service between subsequent leaves.
 2. Requests for sabbatical leave must be received in writing by the Superintendent no later than the end of the school year preceding the school year for which the sabbatical leave is requested. Action shall be taken by the Board no later than one month following the submission of the request.
 3. The teacher shall agree to devote the sabbatical leave of absence to study or travel which will contribute significantly to the teacher's educational growth, and which could not be accomplished without the requested release time.
 4. If the leave is requested for travel, the complete itinerary, plus educational and professional justification for the leave, must be submitted, in writing, to the

Superintendent. Likewise, following the conclusion of the leave and no later than the time of resumption of regular duties, the teacher must submit a comprehensive evaluation summary of his/her travel experience as it relates to the professional purpose of the leave.

5. In the event that a leave is taken for study in which credit is normally granted, the teacher must submit evidence of successful completion of such study.
6. During the sabbatical leave, the teacher agrees not to engage in any full-time employment for remuneration.
7. During a sabbatical leave, a 10 month supervisor shall remain in the inactive employ of the board and shall receive an annual compensation equal to fifty percent (50%) of the ten (10) month contract for that year. If granted a five month sabbatical leave, a supervisor shall receive compensation equal to fifty percent (50%) of the prorated ten month entitlement. From this compensation, there shall be made the regular deductions required by law and/or normally requested by the supervisor. During a sabbatical leave, a 12 month supervisor shall remain in the inactive employ of the board and shall receive an annual compensation equal to fifty percent (50%) of the twelve (12) month contract for that year. If granted a six month sabbatical leave, a supervisor shall receive compensation equal to fifty percent (50%) of the prorated twelve month entitlement. From this compensation, there shall be made the regular deductions required by law and/or normally requested by the supervisor.
8. If the employee voluntarily leaves the district within two (2) years of receiving the approved sabbatical, they shall reimburse the District for full medical premiums paid on their behalf.

ARTICLE XXII

Professional Development and Educational Improvement

In consideration of the costs involved in maintaining and improving professional qualifications, and recognizing that the school district as well as the individual employee benefits as a result, the Board will reimburse the employee for such expenses

- A. Tuition expenses are subject to the following rules:
 1. Approval to enroll in a course must be received in advance from the Superintendent.
 2. Enrollment is contingent upon Superintendent approval with the following criteria:
 - a. The quality of content in the course of study;
 - b. Demonstration (course literature) that such enrollment enhances the improvement of skills;
 - c. Course of study is compatible with District philosophy, goals and objectives;
 3. Any supervisor/teacher may apply for tuition reimbursement for a maximum of twelve (12) graduate credit hours taken in any calendar year. Greater than twelve graduate (12) credit hours may be reimbursed upon Superintendent approval. The Superintendent may approve undergraduate and continuing education courses if in the best interest of the school system.

4. Only those approved courses dealing with education will be eligible for reimbursement. The rate of reimbursement shall be capped at the Rutgers University and the East Stroudsburg University (out of state) graduate rate, whichever is higher, for courses that are in related educational studies, including those for sabbatical studies. There shall be a total supervisors cap of tuition reimbursement of \$2,000.00.
5. Reimbursement for tuition under this policy will be made following completion with a "B" grade or better in their course work and upon presentation of an official college transcript or official grade report so indicating. In no event shall the reimbursement for tuition exceed the actual cost of tuition.
6. Advanced placement on the salary guide will be made upon presentation of an official college transcript verifying the graduate courses completed. Application for said advanced placement shall be consistent with Board policy regarding dates of submission.
7. Effective July 1, 2008, when an employee voluntarily leaves the district within six months of receiving any tuition reimbursement, the employee shall reimburse the district for all tuition reimbursement funds received during the last six months.

B. Convention expenses are subject to the following rules:

Supervisory staff will be able to attend overnight conferences with administrative approval. Individual total conference expense will be capped at \$750 with an annual expense for overnight conferences capped at \$3,000. Maximum of two members, on a rotating basis, may attend NJPSA Conference with costs for registration, travel, meals and hotel accommodations.

ARTICLE XXIII **Extra Responsibilities**

A. Extra-curricular assignments will be made in the following manner:

1. Any supervisor once employed in an extra-curricular position shall be entitled to re-apply for that position with rights equal to that of all members of the *NWREA* majority bargaining unit.
2. If, after the extra duties positions list is published and the members major bargaining unit make their "bids", then the unfilled positions will be open to supervisory personnel prior to the positions being offered to the public.
3. Extra curricular positions will be compensated in agreement with the amount negotiated between the NWR BOE and the *NWREA* majority bargaining agent.

B. Other Compensation

1. **Payment for Chaperones** - Chaperones will be paid at hourly rate of \$15.00 per hour for events beyond the normal in-school work day for the duration of this contract.

Overnight events will be compensated at the rate of \$75.00 per day.

Definition of "day" for overnight chaperone pay - The "day" begins at the time of departure from the school. Twenty-four (24) hours from departure time counts as one overnight pay. Each additional 24

hours counts as an additional overnight pay. On the return day, the first five hours after original departure time will be paid on an hourly basis. After five (5) hours, it automatically becomes an "overnight" pay.

2. **Assigned Professional Services** - Payment for assigned Professional Services after normal contract time, excluding summer work and chaperone work (i.e., evening work, week-end work, etc.) will be made on a per diem/per hour basis at a rate of 1/195 for 10 month positions, 1/220 for twelve month positions at an eight hour per diem basis as set forth in Article XIX Section H on page 18 of this agreement.

IN WITNESS HEREOF, the parties hereto have set their hands and seals at North Warren Regional School, Township of Blairstown, County of Warren, State of New Jersey, on the 27th day of March in the year 2007.

North Warren Regional Supervisor's Association

Secretary - Michael Ventura

President - Joseph Kennedy

Vice President - Ryan Hashway

North Warren Regional Board of Education

Secretary - Angela J. Moyer

Judy Pender - Board President

Ruby Malcolm - Negotiator

Paul Chipko - Negotiator

ATTACHMENTS
PENSIONABLE SALARY COMPONENTS

1. Base Salary Guide

EMPLOYEE	NWR Years of Service	2007/2008	NWR Years of Service	2008/2009	NWR Years of Service	2009/2010
Brawer	0	\$45,371.	1	\$47,521.	2	\$49,721.
Hashway	7	\$46,021.	14	\$48,821.	15	\$51,521.
Haupt	13	\$53,521.	8	\$56,621.	9	\$59,521.
Horn-Alsberge	13	\$76,571.	14	\$80,621.	15	\$84,421.
Kennedy	19	\$87,521.	20	\$92,021.	21	\$96,521.
Simonetti	6	\$90,221.	7	\$94,721.	8	\$99,121.
Spencer	10	\$69,021.	11	\$72,721.	12	\$76,421.
Ventura	13	\$82,721.	14	\$87,021.	15	\$91,421.

2. Credit Guide

CREDITS	AMOUNT
MA	\$4,629.00
MA+9	\$5,029.00
MA+20	\$5,329.00
MA+30	\$5,529.00
Doctorate	\$5,929.00

3. Longevity Guide

TOTAL YEARS EXPERIENCE	AMOUNT
5 - 9	\$ 500.00
10 - 14	\$ 1,000.00
15+	\$ 1,700.00

4. Supervisors' Guide

Supervisory stipend set at \$11,350.

Bargaining Agreement

Regarding the Terms and Conditions of Employment

Between

North Warren Regional
Board of Education

and the

North Warren Regional
Supervisors Association

**Effective July 1, 2007
Through June 30, 2010**

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